CAPITAL DISCRETIONARY PROGRAM HANDBOOK
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PART I: INTRODUCTION

The Capital Discretionary Program allows for the reimbursement of purchases made by not-for-profit groups. In order to be eligible for this program, the groups and the reimbursable purchase/s must meet certain requirements and be pre-approved.

Please refer to this handbook for a step-by-step guide on how to navigate each stage of the process.

Also, please note that each section in this handbook contains a checklist and corresponding attachments which may be used as an aid in preparing applications. The checklists outline the documents groups must submit, and the corresponding attachments are, generally, sample documents.
OVERVIEW OF THE CAPITAL DISCRETIONARY FUNDING PROGRAM

The NYC Department of Design and Construction’s (“DDC”) Discretionary Unit administers the City’s Capital Discretionary Funding Program (“Program”). Under this Program, New York City’s elected officials award from the City’s capital budget, purchases made by 501(c)(3) not-for-profit organizations and public benefit corporations on a reimbursement basis. In order to be reimbursed for these purchases, each purchase must be pre-approved on a project-by-project basis, the organization must commit to using the purchases for a “City Purpose” for the benefit of the people of New York City for a specified performance term, and the organization must give the City a first priority security interest in the items for the duration of the performance term.

Eligible organizations are invited to apply for capital discretionary funding by first submitting their project ideas to their Borough Presidents and/or City Council members (“Elected Official(s)”). Once the relevant Elected Official(s) have reviewed and awarded funding for the specific project, the New York City’s Office of Management and Budget (“OMB”) will review the application to ensure that the project (“Project”) is capitally-eligible. After this Initial Scope Review, the group will be considered a Funding Recipient (“FR”).

During this Initial Scope Review period, each FR will be assigned a DDC Project Manager (“PM”), who will work intensively with the FR to ensure that the Project complies with the Program’s requirements. In order for the Project to be eligible, the FR will need to demonstrate various things, including but not limited to: use of the item(s) for a City Purpose, capital eligibility of the purchase(s), and compliance with requirements from the City Charter, New York State Local Finance Law, and the New York City Comptroller. The FR must also demonstrate its financial and administrative ability to complete, support, and operate the purchase for the designated performance term. Once DDC’s PM has completed a review, the PM will submit the application to OMB for Initial Scope Approval.

Upon OMB’s approval, the Pre-CP (Certificate to Proceed) Review Period will commence. A DDC attorney will be assigned to the Project to draft the funding and security agreements between the FR and the City. Once all Pre-CP documents have been reviewed and accepted, the agreements, as well as the FR’s documentation of compliance will be re-submitted to OMB for Pre-CP Approval. Once Pre-CP Approval has been granted, DDC’s PM will submit for CP from OMB, apportioning the funding for reimbursement.

Once CP has been issued, the agreements will be executed and registered with the Comptroller. (It is recommended that the FR does not make any purchases prior to registration of the agreement. Purchases made before registration are done so at the FR’s risk.) After the items have been purchased and the City’s priority interests have been secured, the FR may submit payment requisitions to DDC’s PM for reimbursement. Once the payment requisitions have been accepted, the reimbursement payments will be processed, and the funds will finally be disbursed to the FR.

Throughout the entire Capital Discretionary process, FRs will work with their specific PMs for questions and concerns.
WORKFLOW CHARTS

PHASE 1: INITIAL SCOPE REVIEW WORKFLOW
- FR submits documentation required under Budget Review Checklist to DDC for initial Scope review
- DDC reviews Initial Scope submission
- DDC submits Initial Scope documents to OMB for scope review and approval
- OMB reviews Initial Scope submission
- OMB provides Initial Scope approval

PHASE 2A: LEGAL REVIEW AND PRE-CERTIFICATE TO PROCEED (CP) WORKFLOW
- FR receives Initial Scope approval
- FR submits all documentation required under the CP Checklist to DDC
- DDC reviews submission and submits documents to OMB
- OMB reviews Pre-CP submission
- OMB provides Pre-CP approval

PHASE 2B: CERTIFICATE TO PROCEED (CP) REQUEST WORKFLOW
- DDC prepares CP Request
- DDC submits CP Request package to OMB
- OMB reviews CP Request package
- OMB approves and issues final CP document

PHASE 3: REGISTRATION WORKFLOW
- CP is issued
- DDC sends Registration Checklist and Funding and Security Agreements to FR
- FR submits all documentation required under Registration Checklist and executed Funding and Security Agreements to DDC
- DDC reviews registration documents
- DDC sends a copy of fully executed Funding and Security Agreement to FR
- DDC submits funding Agreement to Comptroller for registration

Funding greater than $100,000 requires MOCIS approval, DOI investigation, DLIS compliance, public hearing, and additional insurance requirements.

PHASE 4: Lien Clearance Workflow
PLEASE REFER TO THE UCC GUIDELINES FOUND IN THIS HANDBOOK FOR DETAILED INSTRUCTIONS.

PHASE 5: Reimbursement Request Workflow
- Once Funding Agreement is registered, DDC sends Payment Checklist to FR
- FR submits all documentation required under Payment Checklist to DDC
- Note: All items must be deleted according to Phase 4's Lien Clearance Requirements
- DDC reviews submission
- DDC approves Payment and Electronic Funds Transfer (EFT) is sent to FR

*PLEASE NOTE: FR's MUST MAKE COMPLETE AND ACCURATE REPRESENTATIONS IN ALL SUBMITTED DOCUMENTS, DURING ALL PHASES OF THE DISCRETIONARY CAPITAL PROCESS. DDC'S PMs WILL WORK WITH THE FRs FOR CLARIFICATION IF THERE ARE INACCURACIES OR ISSUES IN FR'S SUBMISSIONS.
PART II: PROJECT PHASES
PHASE 1: INITIAL SCOPE REVIEW

During the Initial Scope Review, DDC’s PM will send the FR a Budget Review Checklist that lists all the required documents and information needed for the proposed purchase of the vehicles/equipment. Once these items have been reviewed and accepted, they will be submitted to OMB for approval.

Please see the following pages for descriptions of eligible projects and the Budget Review Checklist, with accompanying notes and sample documents.
Discretionary Project Types

DDC administers three types of projects under this Program: Vehicle Projects, Equipment Projects, and Vehicle and Equipment Projects. While general eligibility requirements are listed below, please note that capital eligibility requirements are extremely nuanced. All FRs will need to work closely with their DDC’s PMs during the Initial Scope Review Process to ensure capital eligibility, pursuant to OMB’s approval.

A. Eligible Project Types

1. Vehicle Projects
   - Eligible vehicles include:
     - Maintenance vehicles,
     - Refrigerator vehicles,
     - Ambulances, or
     - Passenger vehicles that seat at least 10 passengers.
   - Minimum City contribution for Vehicle Projects is $35,000. Effective July 1, 2020, this amount will increase to $50,000.
   - Vehicle’s minimum useful life must be at least 5 years

2. Equipment Projects
   i. Non-Attached Moveable Property
      - Eligible Non-Attached Moveable Property include items such as:
        - Chairs,
        - Desks, or
        - Mobile X-ray machines.
      - Minimum City contribution for Moveable Property that is not attached to real property is $35,000. Effective July 1, 2020, this amount will increase to $50,000.
      - Minimum useful life must be at least 5 years, unless the purchase is related to Information Technology, which requires a useful life of 3 years.
      - All items that are not physically connected must serve the same logical purpose, or else they will be considered separate projects, each of which must meet the $35,000 minimum cost threshold.
        - However, in the case of Initial Outfitting Projects (See Attachment 7), where a defined area has been newly acquired, leased, or constructed and this area will be newly outfitted with equipment, items may be physically unconnected and need not serve the same logical purpose, as long as: (1) when combined, the sum of the items meets the $35,000 minimum, (2) each item has a minimum cost of $110 (Effective July 1, 2020, this minimum amount will be $165), and (3) the items are ordered within six months of occupancy.
   ii. Attached Moveable Property
      - Eligible Attached Moveable Property include items such as:
        - Wall-mounted TVs,
        - MRI units,
Floor-mounted cubicles.
- Minimum City contribution for Attached Moveable Property is at least $250,000.
- Minimum useful life must be at least 5 years.
- Moveable Property that is physically attached to real property will be treated as real property and will be subject to the real property requirements set forth in these Guidelines.

- Attached Moveable Property may qualify as Non-Attached Moveable Property if the Owner of said real property acknowledges in writing that such items are not considered part of the real property and are not subject to such ownership through a Personality Letter (see Attachment 11). If the real property is subject to a mortgage or a lien, the mortgageholder or lienholder must also acknowledge through a Personality Letter that the items are not subject to the mortgage or lien.

B. Ineligible Project Types
- Cars or passenger vehicles that hold fewer than 10 people
- Training
- Laptops, tablets, iPads
- Mobile devices, including: cellphones, USB flash drives, iPods
- Maintenance / support services
- Warranties that have a separate line item cost associated with them.
- Disposable / consumable items, including: toner, paper, CDs, DVDs, badges, IDs, key fobs, batteries, mouse pads, light bulbs
- Spares / inventory / supplies / backup items
- Custom-made items / custom-fabricated items (including custom-fabricated furniture) / unique items (including entity-specific signage)
- Items with an estimated useful life of less than 5 years
- Maintenance equipment including: floor buffers, vacuum cleaners, snow and leaf blowing machines
- Carrying cases / storage cases
- Software subscriptions (typically require installment payments)
Budget Review Checklist

NOTE: DDC cannot process your project without these submissions and information. Additional documents will be required later in the Discretionary Funding process. Please include this checklist as a cover sheet with all of the below-requested documents included as attachments (incomplete submissions will not be accepted.)

☐ Budget in format specified by OMB ²
  - DDC Project Manager (PM) will supply the template
  - Please also include a list of changes from the proposed budget submitted with the original request

☐ Updated quotes corresponding to the items listed on the Budget ³

☐ Order/Purchase Dates for City-Funded Equipment and/or Vehicles ⁴

☐ General Operating Hours of the Organization ⁵

☐ Frequency of Use of the City-Funded Equipment and/or Vehicles ⁶

☐ Useful Life Statement ⁷

☐ Completed ISM Questionnaire, if applicable ⁸

☐ Hospital Equipment letter, if applicable ⁹

☐ Initial Outfitting Affirmation, if applicable ¹⁰

☐ Training Cost Removal Letter, if applicable

☐ A software checklist, if applicable ¹¹
  - ☐ Along with any Software Acknowledgment letters, if applicable ¹²
    - If software is not assignable pursuant to its terms, the City will need letters from each applicable software company that indicates a willingness to sign the City’s software license assignment agreement.
    - Note: DDC will not be able to clear any payments for any software (or equipment with embedded software) that require a final executed software license assignment agreement.

☐ Information on whether equipment is minimally attached, if applicable ¹³
  - If so, will need applicable lenders / lessors to provide letters that indicate a willingness to sign-off on the City’s template personality (non-fixure) agreement.

¹ For a detailed explanation of the City’s discretionary funding process and for a copy of DDC’s additional checklists, please see DDC’s NFP website.
Explanatory notes on the **Budget Review Checklist**

(Numbers in Checklist correspond to numbered items below)

1. **Funding Recipient’s name:** FR’s name must match its legal name as registered with New York State’s Department of State, as well as the name listed on the Organization Form in OMB’s Cap Grants Database (“Cap Grants”).

2. **Budget in format specified by OMB:** Schedule A: *Budget Spreadsheet* lists all items that will be purchased under the Project. See Attachments 1 for samples.

3. **Updated quotes corresponding to the items listed on the Budget:** Price quotes must itemize costs for each item purchased. Labor costs must be broken down by hours and rates. For Vehicle Projects, full specifications must be provided. See Attachments 2 for samples.

4. **Order/Purchase Dates for City-Funded Equipment and/or Vehicles:** Schedule A: *Budget Spreadsheet* requires FR to list the actual or estimated purchase date of the items under the Project. DDC recommends that FRs do not purchase items prior to registration of the agreements. If items have been purchased, FR should enter the dates of purchase into Schedule A. Otherwise, the group should enter the estimated purchase date or TBD if the group does not have an estimated purchase date.

5. **General Operating Hours of the Organization:** Operating Hours are the daily hours FR is open for business. See Attachment 3 for a sample.

6. **Frequency of Use of the City-Funded Equipment and/or Vehicles:** Frequency of Use should list the days and hours the vehicle/equipment will be used during the week (e.g. Mondays through Fridays from 9am-5pm). These hours and days must match what was entered in the original application in Cap Grants. If they do not match, FR must provide letter explaining reason for change and/or discrepancy. See Attachment 3 for a sample.

7. **Useful Life Statement:** The *Useful Life Statement* affirms that all vehicle/equipment purchased will have a minimum useful life of 5 years from the date of reimbursement. See Attachment 4 for a sample. Please note that IT equipment must have a minimum useful life of 3 years.

8. **Completed ISM Questionnaire, if applicable:** ISM Questionnaire applies only to IT Equipment projects. Please attach Equipment System Diagram and any other applicable documents. See Attachment 5 for a sample.

9. **Hospital Equipment letter, if applicable:** Hospital Equipment Letter applies only to purchases of medical equipment. Refer to Attachment 6 for memo explaining the requirements for hospital purchases.

10. **Initial Outfitting Affirmation, if applicable:** Initial Outfitting Affirmation applies only to projects for the outfitting of newly occupied facilities within six months of use. See Attachment 7 for a sample. Additional documents must be submitted with this form (e.g. copy of the lease, floor plan, statement of work for construction, etc.).

11. **A software checklist, if applicable:** If software is being purchased, the FR must complete the Software Checklist. Software licenses must have a term of at least 5 years. See Attachment 9 for a sample. Additionally, licenses executed by the licensor must be freely transferrable. If licenses are not freely transferrable, the licensor must execute a Software License Assignment agreement at the time of
12. **Software Acknowledgement letters, if applicable:** Letters pertaining to software must be provided by the licensor on its letterhead. See Attachment 10 for a sample.

13. **Information on whether equipment is minimally attached, if applicable:** If the equipment is minimally attached to the property and the FR is leasing the property or has a mortgage, a Personalty Letter by the Landlord and/or Mortgagee is required. This letter acknowledges that the equipment is not a fixture and is easily removable and transportable. See Attachment 11 for a sample. Additionally, if the FR has a lease, the lease must be included to ensure that the lease term is greater than the useful life of the equipment. If the FR owns the property and has no outstanding mortgage, then the Personalty Agreement is not required.

*Training Cost Removal Letter:* please see Attachment 8 for sample.
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<td>Funding Recipient Name:</td>
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</tr>
<tr>
<td>Date Proposed:</td>
</tr>
<tr>
<td>Date Fulfilled:</td>
</tr>
<tr>
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</tr>
<tr>
<td>City Funded:</td>
</tr>
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</tr>
<tr>
<td>Make &amp; Model:</td>
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<tr>
<td>Notes:</td>
</tr>
<tr>
<td>Delivered Quantity:</td>
</tr>
<tr>
<td>Delivered Date:</td>
</tr>
</tbody>
</table>

Sample Budget Templates and Accompanying Notes

ATTACHMENT 1
Notes on Schedule A Budget Template

1. FR’s Name must match its legal name as registered with New York State’s Department of State, as well as the name listed on the Organization Form in Cap Grants.

2. FR’s Address is the location of the organization’s headquarters. This must match the address registered with New York State’s Department of State, as well as the Organization Form in Cap Grants.

3. If items within the Project are ineligible for reimbursement (see Page 10) or the total dollar amount of the items exceeds the Funding Allocation Amount, the relevant amounts will be placed in the Non-City Funded column. FR will be responsible for amounts in the Non-City Funded column.

4. Location refers to the address where the equipment will be used or the vehicle/s will be stored, when not in use. This address must match what was stated in the original application in Cap Grants. If this address changes from the original application, the FR must provide a signed letter on letterhead confirming the change in address.

5. In equipment projects only, this question asks whether the equipment is minimally attached to the property. If the equipment is minimally attached, a Personalty Letter for Attached Property (see Attachment 11) is required.

6. In equipment projects purchasing software, this question asks whether a Software License Agreement from the Licensor (see Attachment 9) is required.

7. DDC Contract Not to Exceed Amount will be the lesser between the City-Funded amount and the Funding Allocation amount.

8. In the Funding Sources section, the City Budget amount is the DDC Contract Not to Exceed Amount. The FR amount is the difference between the sum amount in the Total column and the City Budget amount.

9. The SharePoint ID, Project ID, & FMS Budget Line codes will be provided by the DDC PM.
### Sample Budget Templates and Accompanying Notes

**Notes:**

- Custom-made item.
- Customized license plate is ineligible because it is a cost.
- Oil change is ineligible because it is a maintenance.

<table>
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<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
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<td>$50</td>
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<td>Item 2</td>
<td>Item 2 Description</td>
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<td>$100</td>
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</table>

**Total:**

- $500

**Document Control:**

- Date: 02/10/2000
- Location: 123 Main Street, NY 10001

**Signature:**

- Fiscal Officer: [Signature]
- Project Manager: [Signature]
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<th>Unit</th>
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<td>Task 2</td>
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<tr>
<td>Task 4</td>
<td>10</td>
<td>Unit</td>
<td>$50</td>
<td>$500</td>
</tr>
</tbody>
</table>

Notes:
- MIS Office 2013/16 is unreliable because it is a software subscription cost.

Department of Design and Construction
Sample Budget Templates and Accompanying Notes
ATTACHMENT 2

Sample Sales Quote

Click Here To See Our Inventory of Buses For Sale

Category: Used Buses

Ford Starcraft Allstar 12 Passengers And 2 Wheelchairs S05928 SALE PENDING

Item Details

- Exterior Color: White
- Stock Number: S05928
- Odometer: New
- Engine: Ford 6.8 Liter V10 Gas
- Transmission: Ford 5-Speed Automatic
- Canadian: Yes
- Admissible: Yes
- Passengers: 12
- Our Price: $52,917

Safety is the primary focus at Starcraft Bus, from the 3,000 lbs. seat-pull test to the rigorous 7-year/200,000 mile Altocar testing, passengers can be assured that the Allstar surpasses the most stringent testing. Bus operators can relax knowing that the fully welded steel cage construction offers the best passenger protection.

Performance is not measured by how fast the bus will go, but rather by passenger comfort. The Allstar features straight side wall construction that maximizes passenger shoulder space and the widest aisle in the industry.

Durability does not come easy or quickly. The Allstar has been time tested for close to a decade. The 22,000-plus Starcraft buses on North America’s roads offer a billion reasons why the Allstar has become a favorite, and those reasons are called miles. The Allstar is engineered to accommodate a variety of seating arrangements including wheelchair accessibility and various storage options for luggage.

- Standard Exterior Features:
  - Fully welded steel cage construction meeting all applicable FMVSS requirements
  - “Starview” drivers visibility window in front of entry door
  - Electric actuated passenger entry door with full length glass

Click Here To View Larger Images

Click Here To View Larger Video

Print This Listing
Save In Favorites
Request Addtion of Info
Refer This Item
Schedule an Appointment
Calculate Payments
Sample Sales Quote

Standard Interior Features:
- 36” wide x 36” high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, rear walls, skirts
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail and turn signal lights with incandescent reverse lights
- Exterior graphics package

Conversion Features:
- Ford E350 Dual Rear Wheel Chassis
- Ford 6.8 Liter V10 Gas Engine
- Ford 5-Speed Automatic Transmission with Tow/Haul Mode
- 225 Amp Alternator
- Grey FRP Skidwall
- Grey Cloth Rear Wall and Ceiling
- Grey Padded Vinyl Driver Area
- Gerflor Sirius Graphite Black Flooring
- Dual Compressor 68,000 BTU A/C System
- OEM Dash A/C & Heat
- Rear 35,000 BTU Passenger Heat
- Electric Passenger Entry Door
- Rear Door, No Window
- Double Wheelchair Doors
- Braun Century Wheelchair Lift
- Fast Idle w/ FMVSS Interlock
- Wheelchair Tie Downs
- Sb Fire Extinguisher
- 15 Unit First Aid Kit
- Emergency Triangle Kit
- Back-Up Alarm
- Interior Convex Mirror 6”x9”
- Right Hand Entry Vertical Grab Rail
- Ceiling Grab Rail
- SHIELD FC Driver Seat - Oxen Gray Seat Cover
- 12 Mid High Passenger Seats - Oxen Gray Seat Covers
- Stainless Wheel Inserts
- Passenger Seat Belts
- Exterior Graphics Package - Green

Please call us at [redacted] with any questions about this bus for sale or any buses for sale or our website. If you are traveling from out of town, we’re happy to pick you up at the airport or your hotel. If you would like some help with travel arrangements we can make recommendations. All buses for sale on website are located on our lot at [redacted].

* A negotiable documentary service fee up to $650.00 may be added
* All prices are listed after OEM rebates
* Rebate only applicable in the United States

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September 26, 2018

Ms. Jane Doe
New York City Department of Design & Construction
30-30 Thomson Ave., 4th Floor
Long Island City, NY 11101

Re: ACME Recreation Center FY18 Capital Vehicle Project

Dear Ms. Jane Doe,

Further to our earlier communication regarding ACME’s Capital Vehicle Project, I am hereby confirming the following details:

1. The operating hours of the ACME Recreation Center are Monday through Friday from 9am to 5pm.
2. The vehicle ACME Recreation Center is seeking to purchase under the award, will be used from Monday through Friday from 9am to 5pm.

Sincerely,

[Signature]

Willie E. Kayote
Director of Contract Management

(212) 555-2269
info@acmerecreation.com
www.acmerecreation.com
(212) 555-2270
[Note: This letter must be placed on your organization’s official letterhead.]

[Insert date]

Attn: [Insert name of Agency Project Manager]
NYC Department of Design + Construction
30-30 Thomson Avenue, Law Division, 4th Floor
Long Island City, NY 11101

Re: Useful Life Period Statement

Dear [Insert name of Agency Project Manager],

I, [Insert Name of Organization staff person], am the [title] of organization which is seeking to receive capital funds from the City of New York for its [describe item]. Note that if multiple items are being acquired, we must receive this certification for each item.

I hereby certify that the expected useful life of the item(s) is [ ] from the date of acquisition. I arrived at this estimated useful life as follows: [Select one or more of the below-mentioned options.]

☐ The manufacturer provided a written statement of the expected useful life, which is attached;

☐ I reviewed the history of use of this type of item by our organization and determined that this type of item has historically been used, on average, for the period specified above; or

☐ Other: [explain]

I further certify that our organization expects to use the item for at least the expected useful life identified above.

Sincerely,

[signature]

[1] The City may require varied useful life statement letters from each organization based on the details and requirements of each project.
[2] This letter serves as a sample of what your organization will need to submit to the agency. Please remove all bracketed references and footnotes in the final version of your letter.
[3] This person must have expertise with the procurement of the item(s) referred to in this letter (i.e., this person should be a company purchasing manager or an IT specialist for computer and software equipment, etc.)
[4] Please note that this sample letter relates to a situation where it is practical for an organization to refer to the useful life period of individual items being reimbursed by the City. However, if your organization has an extensive list of equipment and/or if multiple items of equipment are being purchased from one vendor (that are similar in nature), then please contact DDC to see whether your organization may group all such equipment together for the purposes of stating a useful life period for all such equipment within one letter.
[5] The useful life period is typically five (5) years; however, if an item has a longer useful life period, please include the most extensive period of time in this letter.
Useful Life Statement

[Handwritten Signature of CEO/Authorized Representative]
[Printed Name]
[Title]
[Date of signature]

[Handwritten Signature of Staff Person providing useful life estimate]
[Printed Name]
[Title]
[Date of signature]

Note: The staff person providing the useful life estimate must be someone who works for the organization.
10) **Equipment Systems & IT Systems (Including Medical Equipment):**

A. For information technology (IT)/computer and other Equipment Systems (see the definition of “Equipment System or Moveable Property System” in the Glossary), respond to the following question 10(A):

1. Explain how each component item, or group of items, relates to the system and is physically connected or connected through a wireless network, and why the items are necessary for the system to function. Please provide as much detail as possible about each component item specified in Attachment C.9 Moveable Property List.
2. In addition, please provide responses to the following if applicable:

a. If in multiple locations, is the connection based only on the Internet or is it part of a larger enterprise network? (Please note that the minimum cost of the Moveable Property must be $35,000 per site.)

b. What applications will be used/shared over the network, and how will they be used/shared?

c. Are these shared applications unique to the Organization?
d. Will the shared applications be available to the public, or can they only be accessed by people affiliated with the Organization?

---

e. Is the system replacing or upgrading an existing system that was previously funded by the City? If so, when was the existing system purchased and installed?

---

B. Provide a diagram of all components of the Moveable Property showing how they are physically and/or wirelessly connected and networked, and how they function interdependently as a system and/or as a single medical treatment/diagnostic unit as Attachment C.16 Equipment System - Medical Equipment Diagram. (For reference, see the sample diagrams in Exhibit 7D, Sample Diagrams - Equipment System.)

Several Organizations have not uploaded this Attachment in the past.

Please indicate that the Organization understands that in order to have its application reviewed, this diagram must be uploaded. □

Not Applicable (i.e., not an Equipment System or Medical Treatment/Diagnostic Unit) □
C. If the Moveable Property is intended for medical treatment and/or diagnostic services for patients, describe the general function of each item below.

11) Software:

Review the Guidelines (Exhibit 1) for requirements for software licenses and the Form of Assignment of Software License and Consent (Exhibit 5).

Software licenses are capital eligible only when they will be valid for at least five years with the initial purchase. A five-year software subscription with ongoing fees (such as monthly or annual fees) is not capital eligible.

Any software license(s) for Moveable Property purchases must be transferrable to the City and/or the City's designee, and the City's Assignment of Software License and Consent (see Exhibit 5) will need to be executed by the software licensor(s), if the license is not transferrable by its terms.

Note that many items of Moveable Property in addition to computers contain software, including medical Moveable Property and telephone systems.

Does the Organization understand and agree to these software license requirements?
Yes ☐ No ☐

12) Installation and Related Soft Costs:

Are there any consultant or design fees, installation or installation-related costs, or other soft costs for the Moveable Property (as indicated in Attachment C.9 Moveable Property List)?
Yes ☐ No ☐

If YES, then attach a detailed description of the scope of work for the consulting, design and/or installation, the estimated hours to perform the consulting, design and/or installation, and the hourly rates to be paid for the consulting, design and/or installation as Attachment C.17 Design, Installation and Other Soft Costs.
Memo

DATE: January 1, 2019

TO: Funding Recipients (Hospital Organizations Only)

FROM: Discretionary Program Director, Bruce Rudolph

SUBJECT: Legal Requirements for the City’s Reimbursement of Equipment Projects that Consist of Major Medical Equipment Systems

Funding Recipient hospitals that seek reimbursement for major medical Equipment System(s) from the City, acting by and through its New York City Department of Design and Construction (hereinafter referred to as “DDC” or the “Agency”), need to provide the Agency with a signed letter from a duly authorized representative of the hospital (i.e., either a hospital doctor or knowledgeable professional that will utilize the medical equipment) that affirmative states that the Equipment System purchase will comply with the capital eligibility requirements of New York City Accounting Directive 10 ("A.D. 10").

Section 6.1 of A.D. 10 delineates the requirements for “Equipment Systems,” and specifically states that:

“To be capital eligible, equipment systems must be composed of a group of related elements. The elements are considered related if they are mutually dependent upon each other, and physically connected or connected through a wireless network.”

Accordingly, Funding Recipients that seek reimbursement from DDC for major medical Equipment System(s) must include the following factual representations to the agency:

☐ That the intended purchase consists of an "Equipment System," which means that the elements of the equipment system are “mutually dependent upon each other” and that all items are either “physically connected” or “connected through a wireless network”;

☐ The useful life of the Equipment System is at least five (5) years;

☐ That the Equipment System contains no consumable or disposables items; and

☐ That the Equipment System contains no spare parts or supplies.

NOTE: The letter should be: on hospital letterhead, in a narrative format (not in a bullet points) and addressed to Bruce Rudolph, Discretionary Funding Program Director at DDC.

SAMPLE: As an example, please see the sample language below and add any additional information as applicable to your organization’s letter to the Agency:

* "The ABC Hospital’s Radiology Department is requesting to purchase the new CT Scanner 500 Model equipment. This machine comes in its typical configuration with all components integrating into one CT Scanner machine. There are no spare parts, disposable items or consumables involved. The useful life of the scanner is over 5 years. This piece of equipment is intended to work together as a system."

If you should have any questions and/or concerns, please contact DDC’s Program Director, Bruce Rudolph, and/or the specific Project Manager assigned to your organization’s equipment project. Thank you.
Funding Recipient’s Full Name (as indicated on its Certificate of Incorporation):

Address where City funded equipment will be located:

Funding Recipient hereby affirms that it has read all of the provisions provided in the Funding and Security Agreements of the City of New York ("City" or "NYC") and acknowledges its obligation to abide by the terms and requirements of the NYC Comptroller’s Internal Control and Accountability Directive No. 10, which defines Initial Outfitting as the outfitting of a defined area that (i) has been newly acquired, leased or constructed or (ii) is the subject of a comprehensive upgrade or betterment. Directive No. 10 further states that orders for initial outfitting must be placed within six (6) months of the date that the building, structure, facility or other Capital Asset is placed into service.

Accordingly, Funding Recipient recognizes that an initial outfitting designation requires a newly purchased, constructed, reconstructed or leased space. A space that has a renewed and/or amended lease does not qualify for initial outfitting.

In addition, the Funding Recipient hereby acknowledges that all equipment purchased pursuant to an initial outfitting project (i) must be ordered within six (6) months of date the premises is placed into service, and (ii) must remain at the premises indicated in the City’s Funding and Security Agreements for a period of five (5) years without exception.

Please also provide the following information regarding the initial outfitting project, as provided below (please fill out all sections that are applicable):

- **Space information:**
  - Property newly purchased?
    - Yes ___ No ___
    - If yes, then provide:
      - Date of purchase: ________________
      - Move-in date: ________________
      - Please provide a copy of the purchase contract.
  - Newly leased space?
    - Yes ___ No ___
    - If yes, then provide:
      - Lease term: ________ yrs.
      - Date lease term begins: ________________
      - Date lease term ends: ________________
      - Move-in Date: ________________
      - Please provide a copy of the lease.
  - Property newly constructed?
    - Yes ___ No ___
    - If yes, then provide:
      - Start date of the project: ________________
      - Date of completion: ________________
      - Please provide a copy of the certificate of occupancy.
ATTACHMENT 7

Initial Outfitting Affirmation and Floor Plan

- Comprehensive renovation / upgrade of Property?
  Yes ___ No ___
  If yes, then provide:
  Start date of the project: ____________
  Date of completion: ____________
  Move-in date: ____________

- Construction Information:
  For reconstruction or comprehensive renovation/upgrade, a detailed scope of work of such reconstruction or upgrade and delineation of the affected space(s) must be provided. In general, a comprehensive upgrade involves demolition and construction work which involves at least three trades. Thus, the detailed scope must include delineation of the affected areas, the specific work undertaken by trade and work type and cost (including breakouts for surface treatments such as carpeting, painting, other finishes). Please note that surface treatments on their own do not qualify a space for initial outfitting.

  - Scope of Work (prepared by an architect/engineer): Please Attach
  - Floor Plan of Space attached?
    Yes ___ No ___ (Must be provided in order for this affirmation to be complete)

- Equipment purchase information:
  - Order date(s), purchase date(s) and installation date(s) of equipment:
    - Please provide copies of quotations/invoices and an equipment list (Exhibit A to the Funding Agreement).
    - For each item of equipment on the equipment list, please provide the order date, purchase date, and installation date in separate columns in the equipment list.

SIGNATURE OF FUNDING RECIPIENT'S DUTY AUTHORIZED REPRESENTATIVE:

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

State of New York ss:
County of ____________

On this ___ day of __________________, 200__ before me personally came ________________________ (Name), who being by me duly sworn, did depose and say that s/he is the ________________________ (Position) of ________________________ (Name of Funding Recipient), the non-profit organization / corporation described in and which executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same for and in behalf of the said non-profit organization / corporation for the uses and purposes mentioned therein.

______________________________
(Stamp or Seal)

Notary Public
ABC Medical Center
123 Main Street
New York, NY 10001
(212) 555-1234
www.abcmmedical.com

John Doe
NYC Department of Design & Construction
30-30 Thomson Avenue, 4th Floor
Long Island City, NY 11101

Re: XYZ MRI Machine

Dear Mr. Doe,

This letter is a confirmation that ABC Medical Center will be responsible for $5,000 in training costs identified in the original quote. Please let me know if any other additional information is needed.

Sincerely,

Jane Doe
Vice President and Chief Operating Officer
Funding Recipient's Full Legal Name (as indicated on the Non-Profit organization's Certificate of Incorporation):

Funding Recipient hereby acknowledges that: 1) it has read all of the provisions relating to software licenses in the City's "Guidelines for Capital Funding Requests for Not-For-Profit Organizations" found in Exhibit 1 of the City's "Capital Funding Request Form for Not-for-Profit Organizations" (the "Request Form"); 2) reviewed the City's template "Form of Assignment of Software License and Consent" in Exhibit 5 of the Request Form; and 3) answered all software-related questions in the applicable section of the Request Form and this Software Checklist.

Funding Recipient understands that any software license(s) associated with Moveable Property (i.e., Eligible Equipment) purchases will need to be purchased for a term of at least five (5) years up front. Funding Recipient also understands that any software license(s) for Moveable Property purchases must be transferable to the City and/or the City's designee, and the City's Assignment of Software License and Consent must be executed by the software licensor(s), if the license is not transferable by its terms.

Licenses for certain standard software may not need to be assigned to the City if the City already maintains a license with the software provider. For example, the City does not require a "Form of Assignment of Software License and Consent" from the following software providers: 1) Microsoft Word, and 2) McAfee, etc. Funding Recipients should check with your organization's assigned DDC Project Manager to confirm whether any standard software included in a reimbursement project may fall into this category.

Funding Recipient makes the following representations about any and all software associated with Moveable Property:

<table>
<thead>
<tr>
<th>LIST ALL SOFTWARE ASSOCIATED WITH MOVEABLE PROPERTY (i.e., THE EQUIPMENT)</th>
<th>IS SOFTWARE EMBEDED IN THE EQUIPMENT?</th>
<th>IS STAND-ALONE SOFTWARE INCLUDED?</th>
<th>IS THE LICENSE TRANSFERABLE BY ITS TERMS?</th>
</tr>
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NOTE: MUST ATTACH COPIES OF ALL SOFTWARE LICENSES TO THIS CHECKLIST.

IS LICENSE NOT TRANSFERABLE BY ITS TERMS. HAS THE LICENSOR AGREED TO EXECUTE THE CITY'S FORM OF ASSIGNMENT OF SOFTWARE LICENSE AND CONSENT?

IS LICENSOR'S LETTER AGREEING TO EXECUTE THE CITY'S ASSIGNMENT FORM ATTACHED?

SIGNATURE OF FUNDING RECIPIENT'S DULY AUTHORIZED REPRESENTATIVE OR IT SPECIALIST:

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

DDC Software Checklist November 2019
Preliminary Approval Letter of NYC Software License Assignment

(Note: This letter must be on the Licensor's letterhead.)

Date

Company Name [FUNDING RECIPIENT]
Address
City, State, ZIP

Re: [LICENSOR] Quotation No. ______ dated ______, 20____ (the "Quotation")

Ladies and Gentlemen:

[LICENSOR] has provided the above-referenced Quotation to ______ (“Customer”). [LICENSOR] understands that the New York City Form of Assignment of Software License and Consent (attached hereto as Exhibit A) must be executed in the event that the City of New York (the “City”) provides funding for the purchase of a non-transferable software license associated with ______.

In the event a funding agreement is executed between the City and Customer for the purchase of a non-transferable software license that has been sold by [LICENSOR], and [LICENSOR] has been paid in full for the software license and associated medical equipment, [LICENSOR] shall execute the attached Assignment of Software License and Consent for that software license and associated medical equipment.

Regards,

[LICENSOR]

By: __________________________

Title: __________________________
EXHIBIT A

New York City Assignment of Software License Agreement (see the next page)
[NYC Template Assignment of Software License Agreement]
[Note: This letter must be on the Licensor's letterhead and all bracketed references must be removed to include the necessary information.]

The City of New York
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101

Dear Sirs and Madams:

Re: Funding Agreement dated as of __________, 20__ ("Funding Agreement") by and between The City of New York acting by and through its Department of Design and Construction (the "City") and __________, 20__ ("Funding Recipient"); Security Agreement dated as of __________, 20__ ("Security Agreement") by Funding Recipient in favor of the City; and License Agreement dated as of __________, 20__ (the "License Agreement") by and between the undersigned ("Licensor") and Funding Recipient.

Funding Recipient has advised Licensor that the City has provided funding ("Funding") to Funding Recipient pursuant to the Funding Agreement to finance the acquisition of certain equipment ("Equipment") and software ("Software") necessary to operate said Equipment. Licensor is the holder of all copyrights and trademarks and owns all rights, benefits and privileges appurtenant to the Software. Licensor has licensed the Software to Funding Recipient pursuant to the License Agreement.

Funding Recipient has further advised Licensor that it is a condition of the Funding that, among other things, for a period commencing on the date that the City makes the first disbursement of the Funding for the Equipment to Funding Recipient, and ending five (5) years from the date that the City makes the final disbursement of such Funding to Funding Recipient, Funding Recipient grant to the City a first priority lien on the Equipment, and that Funding Recipient collaterally pledge, transfer and assign to the City and/or the City's designee the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement, the City may avail itself of all of its rights against the Equipment under the Security Agreement, and the City and/or its designee shall be vested with all of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.
At the request of Funding Recipient, Licensor hereby consents to the pledge, transfer and assignment to the City and/or the City’s designee of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement for the remaining term of the License, provided that prior to exercising its rights with respect to the Software as collateral assignee of the License Agreement: (i) the City shall give notice to Licensor of the occurrence of an Event of Default under the Funding Agreement; and (ii) the City shall identify to Licensor the person or entity that will make use of the Software, including, name and address and such other information as Licensor shall reasonably request.

Licensor further agrees that the pledge, transfer and assignment to the City and/or the City’s designee of the rights, benefits and privileges of Funding Recipient with respect to the Software, and the use thereof by the City and/or the City’s designee during the Performance Term shall be at no cost whatsoever to the City and/or the City’s designee.

Very truly yours,

[LICENSEE]

By: __________________________________________
Name: 
Title: 

Funding Recipient hereby collaterally pledges, transfers and assigns to the City and/or the City’s designee all the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement and notice of the occurrence thereof by the City to Licensor as provided above, the City and/or its designee shall be vested with all of the rights benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.

[FUNDING RECIPIENT]

By: __________________________________________
Name: 
Title: 

- 2 -
For the Landlord:

The undersigned are parties to the Lease Agreement dated ____________ (the “Lease”) by and between ______________ (the “Landlord”) and __________ (the “Tenant”), for the premises: ________________ (the “Premises”).

The undersigned agree that the equipment (the “Equipment”) funded by the City of New York (the “City”), as specified in an exhibit to the Funding Agreement between the Tenant and the City, attached as Exhibit A hereto, and installed in the Premises, shall be deemed solely items of personalty which may be removed, altered or modified by the Tenant at the expiration or earlier termination of the Lease or at any time as otherwise determined by the Tenant in its sole and absolute discretion. Notwithstanding any provision of the Lease, the Equipment shall remain the property of the Tenant, and shall not be deemed to be so affixed to the Premises as to become the property of the Landlord.

Notwithstanding the Lease, the undersigned agree that the Tenant shall grant the City a first priority security lien on the Equipment.

The undersigned agree that, notwithstanding the Lease and/or any failure of the Tenant to remove the Equipment upon a termination of the Lease term (as set forth in the Lease), the Equipment shall not become the property of the Landlord nor be disposed by the Landlord.

In Witness Whereof, the undersigned does hereby agree this ____________ [Date].

[Landlord] [Tenant]

By: ___________________________ By: ___________________________
Name: ________________________ Name: ________________________
Title: _________________________ Title: _________________________
PHASE 2: LEGAL REVIEW
AND CERTIFICATE TO
PROCEED ("CP")

Once OMB approves the Initial Scope Review, the FR will be required to provide DDC’s PM with the documentation items on the CP Checklist. These documents will be forwarded to a DDC attorney who will conduct a legal review and then draft the funding and security agreements, which will then be submitted to OMB for Pre-CP approval. Once OMB has approved this set of documents, a CP will be issued apportioning the necessary funds for reimbursement.

Please see the following pages for the CP Checklist, accompanying notes and sample documents.
**CP CHECKLIST:**

**Funding Recipient:**

NOTE: DDC cannot process your project without these submissions. Additional documents will be required later in the Discretionary Funding process. Please include this checklist as a cover sheet with all of the below-requested documents included as attachments (incomplete submissions will not be accepted).

The following required City’s templates are available online on DDC’s Non-Profit website at: <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page> under the “Project Approval Submissions” section.

### GROUP 1 DOCUMENTS

The “Group 1” Documents listed below should be provided to DDC’s Project Manager as soon as possible as these documents do not require OMB’s approval of the organization’s budget (i.e., the organization’s equipment and/or vehicle listing).

<table>
<thead>
<tr>
<th>Non-Discrimination Affirmation</th>
<th>Please follow the directions found on the City’s template form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Outfitting Affirmation, (if applicable)</td>
<td>Please follow the directions found on the City’s template form. The form must include all of the required attachments. [Note: This form should have already been submitted to the agency as part of the Pre-CP budget scope review submission process.]</td>
</tr>
<tr>
<td>List of City Operating Contract that relate to the City-funded equipment and/or vehicles</td>
<td>This letter must be on the funding recipient’s letterhead along with a copy of the Operating Contract(s) that relate to the City-funded asset(s) (or a statement that there are no Operating Contracts that relate to the City-funded Equipment and/or Vehicle(s).) Do not include discretionary grants from elected officials for expense dollars.</td>
</tr>
<tr>
<td>List of all applicable DASNY and HUD-related security interests / liens, (if applicable)</td>
<td>Keep in mind that for each such security interest / lien, the City will require an acknowledgement letter from each such party that indicates the willingness to agree to the following, as applicable: For HUD-related liens, the City will specifically require a Subordination and Personality Agreement from HUD and the private HUD-insured lender(s) (along with the required UCC-3 amendment statements) before the City may release payments; and/or For DASNY only liens, the City will need an amendment financing statement (i.e., UCC-3 filing) before the City may release payments. Refer to the DCC UCC Guidelines for more information.</td>
</tr>
<tr>
<td>Listing of all the parties that hold real estate property interests that may apply to the project, such as commercial landlords, mortgagees or other creditors, etc., (if applicable)</td>
<td>For projects that include equipment minimally attached to real property covered by a commercial lease or mortgage, etc., the City will need approval of the City’s template Personality Agreement (i.e., an acknowledgement letter that the City-funded equipment will not be considered to be fixtures.) For projects that include vehicles that will use leased parking spaces, provide a copy of the lease valid for the useful life period. [Note: This listing should have already been submitted to the agency as part of the Pre-CP budget scope review submission process if the project includes minimally attached equipment.]</td>
</tr>
</tbody>
</table>

### GROUP 2 DOCUMENTS

Please do not provide any “Group 2” submissions in until OMB / DDC approves the final budget for your organization’s project. DDC’s Project Manager will advise when the documents listed in Group 2 should be provided to the agency.

<table>
<thead>
<tr>
<th>Useful Life Statement(s)</th>
<th>Follow the directions found within the City’s template sample letter.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personality Agreement(s) (i.e., the Non-Fixture Agreement)(if applicable)</td>
<td>This document should include the final City-approved budget as an exhibit. Please verify the final budget with DDC.</td>
</tr>
<tr>
<td>Subordination Agreement(s) from HUD and HUD-Insured Lenders, (if applicable)</td>
<td>This document must include the final City-approved budget as an exhibit. Please verify the final budget with DDC.</td>
</tr>
<tr>
<td>Software Assignment Acknowledgment(s), (if applicable)</td>
<td>Licensors of non-transferable software applicable to a project must agree to approve the City’s template software assignment agreement.</td>
</tr>
</tbody>
</table>

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1 For a detailed explanation of the City’s discretionary funding process and for a copy of DDC’s additional checklists, please see DDC’s NFP website.
ATTACHMENT 12
Sample Non-Discrimination Affirmation

Non-Discrimination Affirmation

Funding Recipient’s Full Legal Name (as indicated on the Non-Profit organization’s Certificate of incorporation):

Funding Recipient hereby affirms that it has read all of the provisions included in the Funding and Security Agreements of the City of New York (“City” or “NYC”) and acknowledges its obligation to abide by the terms of both agreements as well as the mandates of all Federal, State and City non-discrimination laws, including but not limited to: Title VII of the Civil Rights Act of 1964 (also known as “Title VII”), the New York State and NYC Human Rights Laws, and the Americans with Disabilities Act of 1990 (commonly referred to as the “ADA”).

Therefore, Funding Recipient understands, agrees and represents to the City of New York that it will not deny the benefits of its services to any person based on race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or political affiliation.

In addition, the items paid for or intended to be paid for with the proceeds of City funding shall not be used to advance or support sectarian activity, including religious worship, instruction or proselytization.

Funding Recipient further understands and agrees that this representation to make its services available to the people of New York on a non-discriminatory basis was a material consideration in the City’s determination to make City funding available to Funding Recipient, and that Funding Recipient’s failure to make its services available on a non-discriminatory basis will constitute an Event of Default, as defined in the City’s Funding Agreement.

SIGNATURE OF FUNDING RECIPIENT’S DULY AUTHORIZED REPRESENTATIVE:

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

State of New York )
County of __________ )

On this ___ day of ____________ 20__ before me personally came ____________________________ (Name), who being by me duly sworn, did depose and say that s/he is the ____________________________ (Position) of ____________________________ (Name of Funding Recipient), the non-profit organization / corporation described in and which executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same for and in behalf of the said non-profit organization / corporation for the uses and purposes mentioned therein.

______________________________
Notary Public

(Stamp or Seal)

---

1 The Funding Recipient’s name must match the corporate name indicated on the Capital Funding Request form submitted to the City.

DDC Non-Discrimination Affirmation
January 2019 Form
Operating Contract Letter for FRs with no City Operating Contracts

[Organization Letterhead]

[Date]

Attr: [DDC Project Manager]
NYC Department of Design and Construction
30-30 Thomson Avenue, 4th floor
Long Island City, NY 11101

Re: No City Operating Contracts Related to FY [Year] [FMS ID] Project Award for $[Project Amount]

Dear [DDC Project Manager]:

I, [Name of Authorized Signatory], am the [Title] of [Organization] which is seeking to receive capital funds from the City of New York for the above referenced project.

I hereby certify that there are no City Operating Contracts that relate to the above-referenced City-funded Project.

Sincerely,

[Signature of Authorized Signatory]
[Printed Name of Authorized Signatory]
[Title]
[Organization]
Operating Contract Letter for FRs with City Operating Contracts

[Organization Letterhead]

[Date]

Attn: [DDC Project Manager]
NYC Department of Design and Construction
30-30 Thomson Avenue, 4th floor
Long Island City, NY 11101

Re: City Operating Contracts Related to FY [Year] [FMS ID] Project Award for $[Project Amount]

Dear [DDC Project Manager]:

I, [Name of Authorized Signatory], am the [Title] of [Organization] which is seeking to receive capital funds from the City of New York for the above referenced project.

Please find below, the list of City Operating Contracts that relate to the above referenced Project:

<table>
<thead>
<tr>
<th>Contract Registration No.</th>
<th>Contracting Agency</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Relevant Contract Sections</th>
<th>Contract Amount</th>
<th>Percentage of Capital Award Usage</th>
</tr>
</thead>
<tbody>
<tr>
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Total Sum of Operating Contracts $[Sum] [Sum]%

Sincerely,

[Signature of Authorized Signatory]
[Printed Name of Authorized Signatory]
[Title]
[Organization]

---

3 Funding Recipients should work with their Project Managers to complete this Letter.

3 Funding Recipient must send a PDF of each related City Operating Contract, with all subsequent amendments, to DDC’s Project Manager.

3 Funding Recipient should cite the specific provisions of the related City Operating Contract(s) that indicate funding for the use of the City-funded purchase.

4 Funding Recipients should complete this table, adding or deleting rows, as necessary.
AGREEMENT OF PARTIAL SUBORDINATION OF LIEN
BETWEEN DORMITORY AUTHORITY OF THE STATE OF NEW YORK, U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND

IN CONNECTION WITH $3,501,000 MILLION DOLLAR GRANT FROM THE
NEW YORK CITY DEPARTMENT OF HEALTH & MENTAL HYGIENE

WHEREAS, on June 24, 2004, completed the Initial Endorsement of FHA project number resulting in the
issuance of bonds by the Dormitory Authority State of New York ("DASNY") in the
amount of $113,340,000 (the "2004 Initial Endorsement"); and

WHEREAS, upon the completion of the 2004 Initial Endorsement, the Medical Center
also executed a Mortgage insured by the U.S. Department of Housing and Urban
Development ("HUD") and a Mortgage Note, each in favor of DASNY in the amount of
$104,704,000; and

WHEREAS, to further secure DASNY and HUD in connection with the 2004 Initial
Endorsement, the Medical Center executed a Regulatory Agreement, a Security
Agreement, and UCC-1 Financing Statements were prepared and filed with the Secretary
of State of State of New York, and the Clerks Office of Kings County New York (copies of
said 2004 UCC statements are annexed as Exhibit A). The UCC-1s provided, in sum and
substance, that all of the Medical Center’s obligations under the Mortgage and Note were
secured by collateral including, but not limited to (i) building materials, equipment,
furniture, furnishings and other property installed or to be installed in the buildings now
erected or hereafter to be erected on the Medical Center’s land and (ii) all of the Medical
Center’s rents, receipts, revenues, income profits, proceed and other funds whether now
existing or hereafter arising, and all proceeds arising out of the rendition of any medical, surgical or other professional medical services; and

WHEREAS, on April 30, 1996, the Medical Center completed the Initial Endorsement of FHA project number [redacted] resulting in the issuance of bonds by DASNY in the amount of $49,315,000 (the “1996 Initial Endorsement”); and

WHEREAS, upon the completion of the 1996 Initial Endorsement, the Medical Center also executed a Mortgage insured by HUD and a Mortgage Note, each in favor of DASNY in the amount of $32,676,000 (which has subsequently been finally endorsed); and

WHEREAS, to further secure DASNY and HUD in connection with the 1996 Initial Endorsement, the Medical Center executed a Regulatory Agreement, a Security Agreement, and UCC-1 Financing Statements were prepared and filed with the Secretary of State of State of New York, and the Clerks Office of Kings County New York (copies of said 1996 UCC statements are annexed as Exhibit B). The UCC-1s provided, in sum and substance, that all of the Medical Center’s obligations under the Mortgage and Note were secured by collateral including, but not limited to building materials, equipment, furniture, furnishings and other property installed or to be installed in the buildings now erected or hereafter to be erected on the Medical Center’s land; and

WHEREAS, the Medical Center has applied for, and received notice from the New York City Department of Health & Mental Hygiene (the “Department”) that the Medical Center will be a recipient of a Departmental Funding Contract grant in the amount of $3,501,000 (the “Grant”) for the purpose of purchasing several pieces of sophisticated medical equipment to be located in the Medical Center’s Cancer Center located at [redacted] and Medical Center’s main campus located at [redacted]
including cardiac catheterization, digital mammography, magnetic resonance imaging and ultrasound imaging machines as more fully set forth in Exhibit C (the “Grant Medical Equipment”); and

WHEREAS, as a condition to the Medical Center’s receipt of the Grant, the Department requires that DASNY and HUD consent to subordinate their respective security interests in the Grant Medical Equipment, thereby ensuring that the Department will have a first lien on the Grant Medical Equipment during the term of the Grant; and

WHEREAS, DASNY and HUD are willing to subordinate their respective security interests in the Grant Medical Equipment as more fully set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DASNY and HUD hereby agree to subordinate their respective security interests in the Grant Medical Equipment, as evidenced and described in Modifications to the 2004 and 1996 UCC Statements set forth in Exhibits D and E, respectively, and annexed hereto.

2. Upon the expiration of the Grant term, the Grant Medical Equipment shall become part of the collateral covered in the 2004 and 1996 UCC-1 Financing Statements as more fully set forth in Exhibits A and B. The Medical Center agrees to execute any and all necessary documents, including such Financing Statement, Amendments and/or Continuation Statements, as may be necessary, to confirm that the Grant Medical Equipment will become subject to the first UCC liens of DASNY and HUD as reflected in Exhibits A and B upon the expiration of the Grant term. From and after the date that the Grant Medical Equipment shall
become subject to the liens of DASNY and HUD, such equipment shall cease to be known as the Grant Medical Equipment, and shall thereafter be denominated by the individual names for each piece of medical equipment.

3. In the event that the Department fails or declines to make a Grant to the Medical Center as contemplated herein, this subordination shall be deemed null, void and of no effect, and the Medical Center, at the request of either or both of DASNY and HUD, shall take all steps necessary and execute any documents to reflect and confirm that the contemplated subordination did not take effect.

4. In the event that the Department fails to fund the Grant, or any portion thereof, within 180 days of the date of this Agreement, then upon the written request of either or both of DASNY and HUD, the Medical Center shall cause a written instrument to be filed confirming that the subordination contemplated herein is null, void and of no effect.

5. DASNY and HUD hereby consent to the Medical Center’s filing of the attached UCC-3 Financing Statement Amendments annexed hereto as Exhibits D and E, amending the terms of the 2004 and 1996 UCC-1 Financing Statements reflecting the subordination of DASNY’s and HUD’s respective interests in the Grant Equipment.
THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: ____________________________________________
Name: __________________________________________
Title: __________________________________________
Date: __________________________________________

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: ____________________________________________
Name: __________________________________________
Title: Director, Office of Housing
Date: __________________________________________

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NEGATIVE PLEDGE AGREEMENT

AGREEMENT, dated as of January 16, 2009, by and between [redacted] having a principal place of business located at [redacted] and the DORMITORY AUTHORITY OF THE STATE OF NEW YORK, having a principal place of business located at 515 Broadway, Albany, New York 12207 ("DASNY").

BACKGROUND

A. DASNY has previously lent to [redacted] the proceeds of FHA-insured Mortgage Loans, which were used to finance the projects designated as FHA Project Nos. [redacted] and [redacted]. The FHA insured Mortgage Loans were funded with proceeds derived from the Dormitory Authority of the State of New York [redacted] FHA-Insured Mortgage Hospital Revenue Bonds, Series 2004, and the Dormitory Authority of the State of New York [redacted] FHA-Insured Mortgage Hospital Revenue Bonds, Series 1996A and 1996B (the “Bonds”); and

B. In order to secure its obligations under the Mortgage Loans, [redacted] granted DASNY first priority security interests in a substantial portion of the furniture and equipment of [redacted] and

C. [redacted] has received a $3,501,000 funding allocation from the New York City ("NYC") Department of Health and Mental Hygiene ("DOH") to fund the acquisition of the Equipment listed in Exhibit A and [redacted] will use the proceeds of such funding to acquire such equipment for use in its Cancer Center located at [redacted] and at the Medical Center’s main campus located at [redacted] and

D. The NYC DOH policies and procedures relating to the funding of capital equipment require that NYC and NYC DOH have a first priority security interest in the Equipment for the term of the City Funding Agreement.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. [redacted] hereby agrees that it will neither (1) create or suffer or permit the creation of or allow to remain in effect, a pledge, lien, encumbrance or security interest on the Equipment, except to NYC and the NYC DOH pursuant to the Funding Agreement or to DASNY; nor (2) sell, assign, lease or transfer the Equipment, without DASNY’s and HUD’s prior written consent. If and when the title to the Equipment becomes vested in MMC free of any security interest in NYC and the NYC DOH, [redacted] agrees that the lien of the DASNY, which was subordinated pursuant to the UCC-3 financing statements referenced above, shall reattach to the
Equipment, and hereby authorizes DASNY to file a UCC-1 financing statement evidencing such reattachment at such time.

2. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

3. This Agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first set forth above.

[Signature]

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

By: ____________________________
Name: __________________________
Title: __________________________

AGREED AND ACKNOWLEDGED:

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: ____________________________
Name: __________________________
Title: __________________________

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July 5, 2018

Bruce Rudolph
New York City Department of Design and Construction
30-30 Thomson Avenue
Long Island City, NY 11101

RE: FY17 _____ Award

Dear Bruce,

I am writing on behalf of _______________ to inform you that the only party that holds real estate property interests that may apply to the project is JP Morgan Chase Bank.

Please do not hesitate to contact me if you have any questions or need any additional information. My e-mail address is _______________ and my direct phone number is _______________ 7120.

Best regards,

Senior Director, Foundation and Government Relations
[Note: This letter must be placed on your organization’s official letterhead.]

[Insert date]

Attn: [insert name of Agency Project Manager]
NYC Department of Design + Construction
30-30 Thomson Avenue, Law Division, 4th Floor
Long Island City, NY 11101

Re: Useful Life Period Statement

Dear [insert name of Agency Project Manager]:

I, [insert Name of Organization staff person*], am the [title] of [organization] which is seeking to receive capital funds from the City of New York for its [describe item; note that if multiple items are being acquired, we must receive this certification for each item*].

I hereby certify that the expected useful life of the item(s) is [_______] from the date of acquisition. I arrived at this estimated useful life as follows: [Select one or more of the below-mentioned options.]

__ The manufacturer provided a written statement of the expected useful life, which is attached;

__ I reviewed the history of use of this type of item by our organization and determined that this type of item has historically been used, on average, for the period specified above, or

__ Other: [explain]

I further certify that our organization expects to use the item for at least the expected useful life identified above.

Sincerely,

---

1 The City may require varied useful life statement letters from each organization based on the details and requirements of each project.
2 This letter serves as a sample of what your organization will need to submit to the agency. Please remove all bracketed references and footnotes in the final version of your letter.
3 This person must have an expertise with the procurement of the item(s) referred to in this letter (i.e., this person should be a company purchasing manager or an IT specialist for computer and software equipment, etc.)
4 Please note that this sample letter relates to a situation where it is practical for an organization to refer to the useful life period of individual items being reimbursed by the City. However, if your organization has an extensive list of equipment and/or if multiple items of equipment are being purchased from one vendor (that are similar in nature), then please contact DDC to see whether your organization may group all such equipment together for the purposes of stating a useful life period for all such equipment within one letter.
5 The useful life period is typically five (5) years; however, if an item has a longer useful life period, please include the most extensive period of time in this letter.
Personality Agreement
(small language)

For non-HUD cases:

The undersigned [name of entity] is the [Landlord/Creditor/Mortgagee] to [Owner or Funding Recipient] pursuant to that certain [Lease dated __________, by and between Owner and Funding Recipient] [Loan Agreement/Mortgage dated __________, by and between Creditor/Mortgagee and Owner or Funding Agreement] and holds [title to or describe lien with respect to] the premises located at __________________________ (“Premises”).

The undersigned agrees that the equipment funded by the City pursuant to that certain Funding Agreement between the City and [Funding Recipient] dated _____________ (the “Funding Agreement”), as described in the Funding Agreement and on Exhibit A hereto, and installed in the Premises, shall not be (i) deemed a fixture or an item of real estate, or (ii) subject to the [lien of Creditor/Mortgagee] on the Premises; but, rather such equipment shall be deemed solely items of personality which may be removed by [Funding Recipient] in its sole and absolute discretion.

In Witness Whereof, the undersigned does hereby acknowledge and agree to the foregoing this ___ day of __________, 20__.

[Followed by Signature block(s) for the Owner/Creditor/Mortgagee]
[Exhibit A to be attached]

For HUD-insured liens:

The undersigned [name of entity] is the [Creditor/Mortgagee] to [Owner or Funding Recipient] pursuant that certain [Loan Agreement/Mortgage] dated _____________, by and between [Creditor/Mortgagee and Owner or Funding Recipient] and holds a [describe lien] with respect to the premises located at __________________________ (“Premises”).

The undersigned agrees that the equipment funded by the City pursuant to that certain Funding Agreement between the City and [Funding Recipient] dated _____________ (the “Funding Agreement”), as described in the Funding Agreement and on Exhibit A hereto, and installed in the Premises, shall not be (i) deemed a fixture or an item of real estate, or (ii) subject to the [Creditor’s/Mortgagee’s] lien on the Premises; but, rather such equipment shall be deemed solely items of personality which may be removed by [Funding Recipient] by the expiration or earlier termination of the Loan Agreement or at any time in the City’s sole and absolute discretion, with ninety (90) days’ prior written notice to the [Creditor/Mortgagee], upon a violation of the City Purpose Covenant as defined in the Funding Agreement.

In Witness Whereof, the undersigned does hereby acknowledge and agree to the foregoing this ___ day of __________, 20__.

[Followed by Signature block(s) for the Creditor/Mortgagee]
[Exhibit A to be attached]
SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (the “Agreement”) is made as of __________, 20__, by [INSERT NAME OF MORTGAGEE], a [Delaware] Corporation having its office and place of business at [INSERT ADDRESS] and the SECRETARY OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT of Washington D.C. (collectively, the “Federal Secured Parties”) and THE CITY OF NEW YORK, a New York municipal corporation acting by and under its DEPARTMENT OF DESIGN AND CONSTRUCTION having an office at 30-30 Thomson Avenue, Long Island City, New York 11101.

PRELIMINARY STATEMENT

1. The Federal Secured Parties and [INSERT NAME OF FUNDING RECIPIENT] (“Debtor”) entered into a Security Agreement dated as of [_____________] (the “Federal Security Agreement”) pursuant to which Debtor granted to the Federal Secured Parties a security interest (“Federal Security Interest”) in certain collateral (as more fully described in Exhibit A hereto, the “Federal Collateral”) as security for certain obligations of Debtor to the Federal Secured Parties more fully described in said Federal Security Agreement.

2. The Federal Secured Parties perfected their Federal Security Interest under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for [_____________] County (the “Federal UCC-1s”).

3. Debtor has applied to the City of New York (“City”) for City Capital funds (“Funding”) to reimburse Debtor for costs and expenses incurred by Debtor for the acquisition of certain items of machinery and equipment that Debtor will use in connection with the operation of [INSERT NAME OF FUNDING RECIPIENT] (as more fully described in Exhibit B hereto, the “City Collateral”.

4. The Federal Collateral includes a broad scope of the Debtor’s assets, including, without limitation, certain assets of the Debtor “now owned or hereafter from time to time acquired,” and, by definition, the Federal Collateral comprises the assets of the Debtor that constitute the City Collateral.

5. It is a condition of the Funding that, among other things, Debtor dedicate the City Collateral to a bona fide City purpose determined by the City and that Debtor execute and deliver to the City a Security Agreement (“City Security Agreement”) granting the City a first priority security interest in the City Collateral (“City Security Interest”) as security for the obligations of Debtor to the City in connection with the Funding.

6. The City intends to perfect its City Security Interest in the City Collateral under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for [_____________] County (the “City UCC-1s”).
7. It is also a condition of the Funding that the Federal Secured Parties subordi-
nate their Federal Security Interest in the City Collateral to the City Security Interest.

8. To facilitate the grant of the Funding by the City to Debtor, the Federal
Secured Parties are willing to subordinate the Federal Security Interest in the City Collateral to
the City pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Federal
Secured Parties agree as follows:

1. The Federal Security Interest in those items of the City Collateral shall be
subject and subordinate to City Security Interest in the City Collateral irrespective of the order in
which the Federal Security Agreement and the City Security Agreement may have been executed
and delivered by the Debtor, the Federal Security Interest and the City Security Interest may
have been granted by the Debtor, and the Federal UCC-1s and the City UCC-1s may have been
filed with the New York Secretary of State and the Office of the City Register for [_______]
County.

2. The Federal Secured Parties agree that the City Security Interest shall have
the same validity, priority, and effect as if Debtor had executed and delivered the City Security
Agreement, granted the City Security Interest to the City and filed or caused to be filed the City
UCC-1s with the New York Secretary of State and the Office of the City Register for
[_______] County prior to the date that Debtor executed and delivered the Federal
Security Agreement, granted the Federal Security Interest to the Federal Parties and filed or
caused to be filed the Federal UCC-1s with the New York Secretary of State and the Office of
the City Register for [_______] County.

3. The Federal Secured Parties acknowledge that the City is relying on this
instrument in its determination to make the Funding available to Debtor.

4. The City understands and agrees that nothing in this instrument shall in
any way alter, change, or modify the terms and conditions of the Federal Security Agreement, or
in any way release or affect the attachment, validity, perfection, or priority of the Federal
Security Interest, except with respect to the City Security Interest as provided herein.

5. The terms, covenants, and agreements of this Agreement shall inure to the
benefit of the City and its successors, assigns and transferees and shall be binding upon the
Federal Secured Parties and their respective successors, assigns and transferees.

[INSERT NAME[S] OF MORTGAGEE[S]]     U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

By: ______________________________________  By: _________________________________
Name: ____________________________________  Name: _______________________________
Title: _____________________________________  Title: _________________________________
Sample Subordination Agreement

STATE OF _______ )
          : SS.: 
COUNTY OF _______ )

On this _______ day of _______, 20___, before me, a Notary Public, personally appeared ________________________, to me personally known to be the _________, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

______________________________
Notary Public

My Commission Expires: ________________

STATE OF _______ )
          : SS.: 
COUNTY OF _______ )

On this _______ day of _______, 20___, before me, a Notary Public, personally appeared ________________________, to me personally known to be the _________, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

______________________________
Notary Public

My Commission Expires: ________________
EXHIBIT A

FEDERAL COLLATERAL

(SEPARATE ATTACHMENT)
[All building materials, equipment, furniture, furnishings, accounts receivable or other property installed or to be installed or used in and about the building or buildings now erected or hereafter to be erected upon the lands secured by the FHA Mortgage from Debtor to Secured party dated as of [______________] herewith situated in the Borough of [__________], County of [_________] and State of New York, being FHA Project No. [_________] (the “Project”) which are necessary to complete the comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including, but not limited to, all gas and electric appliances and fixtures; all engines, motors, dynamos, elevators, and machinery; all boilers, radiators, heaters, furnaces, stoves, heating equipment; all stoves, ranges, and cooking equipment; all bathtubs, sinks, basins, pipes, hot-water boilers, faucets, and other plumbing fixtures; all mantels; cabinets; all washing machines, laundry tubs, and ironers; all lighting, air-conditioning and ventilating equipment; all awnings, shades, screens and venetian blinds; and all incinerating equipment, together with appurtenances thereto; all equipment used in the diagnosis and treatment of patients; and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein, such goods, equipment, chattels and personal property as are commonly used in the fully furnishing of and the equipping of a hospital, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property installed or to be installed or used therein and any and all proceeds thereof whether now in existence or hereafter arising.

EXCEPTING AND EXCLUDING THEREFROM any property or fixtures as described above which are now subject to security interests, but only so long as such security interests remain outstanding, and further excepting any personal property or fixtures now or hereafter held or used by Debtor as lessee, but only so long as the Debtor is the lessee, and further excepting and excluding, any property as described above acquired or to be acquired by Debtor, other than items in replacement of those covered by the Security Agreement of which this Schedule is a part, during the time when said items are covered by purchase money security interests in third parties as evidenced by the filing of Uniform Commercial Code Financing Statements in the appropriate filing offices.

Nothing in this Schedule “A” shall relieve Debtor of its obligations under the Regulatory Agreement between Debtor and the Secretary of Housing and Urban Development as the same may be amended from time to time.]
EXHIBIT B

CITY COLLATERAL

(SEPARATE ATTACHMENT)
Preliminary Approval Letter of NYC Software License Assignment

[Note: This letter must be on theLicensor’s letterhead.]

Date

Company Name: [FUNDING RECIPIENT]
Address
City, State, ZIP

Re: [LICENSED] Quotation No. ______ dated ______ 20 ______ (the "Quotation")

Ladies and Gentlemen:

[LICENSED] has provided the above-referenced Quotation to ______ ("Customer"). [LICENSED] understands that the New York City Form of Assignment of Software License and Consent (attached hereto as Exhibit A) must be executed in the event that the City of New York (the "City") provides funding for the purchase of a non-transferable software license associated with [a medical device].

In the event that a funding agreement is executed between the City and Customer for the purchase of a non-transferable software license that has been sold by [LICENSED] and [LICENSED] has been paid in full for the software license and associated medical equipment, [LICENSED] shall execute the attached Assignment of Software License and Consent for that software license and associated medical equipment.

Regards,

[LICENSED]

By: __________________________

Title: __________________________

Preliminary Approval Letter of NYC Software License Assignment

Customer Name: [LICENSED]

Page 1 of 2
Record Number: [REDACTED]
Certificate Number: [REDACTED]
Capital Project: [REDACTED]

[Line of text]

Hon. [REDACTED], Commissioner, [REDACTED]
Hon. Lorraine Grillo, Commissioner, Department of Design and Construction
Hon. Scott Stringer, Comptroller, City of New York

Section 219 of the New York City Charter and directives of the Mayor authorized thereunder require that prior to the initiation of design or advancement of any Capital Project, a scope defining services to be incorporated in contracts for the services of architects, engineers, landscape architects, etc., or for departmental employees and amounts for structures, works, furnishings and equipment, program of requirements and scope or range of operations shall be submitted for approval of the Director of Management and Budget or his duly authorized representative. Initially, preliminary scope approval and subsequently final scope approval incorporating preliminary plans and cost limitations shall be submitted for approval of the Director of Management and Budget or his duly authorized representative. In addition, the final design incorporating final contract documents must also be submitted for approval of the Director of Management and Budget or his duly authorized representative. Your request for approval pursuant to the above is approved as follows:

DESCRIPTION OF APPROVAL HEREBY GRANTED

[Blank line]

A Certificate to Proceed with a cost limitation of [REDACTED] for the purchase of [REDACTED]
The project is funded in the Capital Commitment Plan under budget line [REDACTED]
and Project ID [REDACTED]

Approved,

[Signature]

David Greenberg
Associate Director
PHASE 3: REGISTRATION

Once OMB approves the funding and security agreements, DDC’s attorney will provide the FR with the agreements and the Registration Checklist. The FR will notarize and sign the agreements, along with the Registration Checklist documentation to DDC’s PM. Once all necessary documents have been received, DDC’s PM and DDC’s Agency Chief Contracting Officer (“ACCO”) Unit will begin the Comptroller’s registration process.

Please see the following pages for the Registration Checklist and related attachments.
**REGISTRATION CHECKLIST:**

Note: These documents must be sent directly to the DDC Project Manager handling your organization’s project. Include this checklist as a cover sheet with all of the below-requested documents included as attachments (incomplete submissions will not be accepted.) DDC cannot register your project with the New York City Comptroller’s Office without these submissions. Payments cannot be made prior to registration.

### Three (3) Fully Executed Funding Agreements

- The DDC Attorney assigned to your project will email your organization with a PDF copy of the necessary agreements for your organization’s project. Please completely print out three (3) original copies for notarized signature of each legal document by your organization’s duly authorized representative.
- Provide the following Exhibits within each Funding Agreement:
  - Opinion of Counsel Letter (3 originals)
    - Note that this letter MAY NOT BE MODIFIED. For a Word version of this document, please see the City’s template letter under the “Legal Documents” section available at [https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page](https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page)
    - This letter must be placed on your counsel’s letterhead.
    - The agreement dates referenced in the letter should refer to the date when DDC’s Commissioner signs off on the agreements. (NOTE: The DDC attorney assigned to your project will include this date, once the agreements are executed by the agency. (However, if your counsel requires a date, then your organization may refer to the date when your duly authorized representative executed the agreements.)
    - Please include an original letter as an exhibit within each Funding Agreement where indicated (i.e., three (3) originals in total.)
  - Tax Affirmation Form
    - Include a fully completed original as an exhibit with each Funding Agreement (i.e., three (3) originals in total.) A copy of this form is included as an exhibit to the Funding Agreement.

### Insurance Responsiveness Checklist

- The provided checklist outlines the required insurance documents such as Workers Compensation, Disability Coverage, Commercial General Liability, & Certification by Insurance Broker or Agent. Please see the checklist for further instructions.
- See Exhibit B of the Funding Agreement for further information about the required policies and details.
- The City must be listed as: "The City of New York, acting by and through its Department of Design and Construction," on all insurance documents.
- The City must be listed as an "Additional Insured" (Note: Insurance submissions that list the City only as a "Certificate Holder" are INCORRECT and will be returned.)

### PASSPort Affidavit of No Change

- Refer to the City’s template Affidavit of No Change online under the “Forms Required for Registration” section at [https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page](https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page). For additional PASSPort information and forms, visit the Mayor’s Office of Contract Services at [https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page](https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page).
- Before preparing this paperwork, please check with DDC’s Project Manager for your project, because this documentation must be submitted within three (3) months of DDC’s submission of a project for registration.

### Doing Business Data Form


### Division of Labor Services (“DLS”) Employment Report & Certification

- See DLS’ website at [https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page](https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page), and go to the section on the webpage for “Supply and Services Contractors.” Specific forms must be submitted to DLS for contracts over $100K, depending on whether your non-profit organization has more or less than 50 employees. If your organization has never filed with DLS, your organization will need to complete and submit the entire employment report form to DLS. However, if your organization has previously submitted the necessary DLS form and have received a certificate from DLS, then your organization will only need to complete the first part of the form, as per DLS’ online instructions.
- Once your organization receives a three (3) month clearance from DLS, please make sure to maintain compliance, because extensions from DLS may be necessary, depending on how long the discretionary funding process takes for your organization’s particular project.
NYC TEMPLATE OPINION OF COUNSEL LETTER FOR
EQUIPMENT AND/OR VEHICLE PROJECTS

[The Opinion of Counsel letter must be on the attorney’s letterhead.]

, 20_

The City of New York
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101-4132

Re: Funding Agreement (the “Funding Agreement”) dated as of ___, 20__, between The City of New York (the “City”) and Funding Recipient (“Funding Recipient”) and Security Agreement (“Security Agreement”) dated as of ___, 20__, by Funding Recipient in favor of the City of New York (“City”)

Ladies and Gentlemen:

We have acted as counsel for Funding Recipient, a New York not-for-profit corporation, in connection with the execution and delivery of the Funding Agreement and the Security Agreement and related agreements and transactions and, in so acting, we have been asked to render this opinion. Defined terms utilized and not otherwise defined herein shall have the meaning assigned to such terms in the Funding Agreement and Security Agreement.

In delivering this opinion, we have examined the organizational documents of Funding Recipient, including, but not limited to, Funding Recipient’s certificate of incorporation and by-laws, a certificate of good standing issued by the Secretary of State of the State of New York, as well as resolutions of the Board of Directors of Funding Recipient authorizing the execution and delivery of the Funding Agreement and the Security Agreement by Funding Recipient and the performance by Funding Recipient of its obligations under each thereof. In addition, we have examined such other certificates of public officials, such other documents and matters of law as we have deemed necessary under the circumstances. In such examination, we have assumed the genuineness of all signatures by persons other than representatives of Funding Recipient on original documents and the conformity to original and certified documents of all copies submitted to us as conformed or purporting to be photostatic or telecopied copies. On the basis of the foregoing examination and assumptions and in reliance thereon, we are of the opinion that, as of this date:

1. Funding Recipient is duly formed and validly existing as a not-for-profit corporation under the laws of the State of New York and is duly qualified to conduct business in the State of New York.

2. Funding Recipient has the power and authority to execute and deliver the Funding Agreement and the Security Agreement and the related documents and to perform and do all acts to be performed by it under each thereof.
3. The execution and delivery of the Funding Agreement and the Security Agreement and the related documents have been duly authorized by all necessary corporate action on the part of Funding Recipient and do not and will not: (a) contravene the certificate of incorporation or by-laws of Funding Recipient; (b) violate any provision of, or require any filing, registration, consent or approval under, any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Funding Recipient, except such filings, registrations, consents and approvals as have been made and/or secured by Funding Recipient and are in effect on the date of this Agreement or (c) cause Funding Recipient to be in violation of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award.

4. The Agreement and the Security Agreement and the related documents constitute legal, valid and binding obligations of Funding Recipient enforceable against Funding Recipient in accordance with their respective terms.

The foregoing opinions are subject to the following qualifications:

(a) No person or entity other than the City and its successors or their counsel may rely or claim reliance on the opinions expressed herein.

(b) The rights and remedies set forth in the Agreement and the related documents may be limited by bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other laws of general application and equitable principles relating to or affecting the enforcement of creditors' rights.

(c) Certain remedies under the Agreement and the related documents may require enforcement by a court of equity and such enforcement is subject to principles of equity as courts having jurisdiction may impose, including, by way of example, but not by way of limitation, the right of a court of equity to refuse to specifically enforce obligations of Funding Recipient and/or grant equitable relief to the City.

(d) We are licensed to practice law in the State of New York and our opinion is therefore limited to the laws of the State of New York and the federal laws of the United States.

(e) The effect of laws hereinafter passed or court decrees hereinafter issued may limit or render unenforceable certain of your rights and remedies.

We assume no obligation to update or supplement this opinion to reflect any changes in any laws or court decisions which may hereafter occur. We do not render any opinion with respect to any matter other than those expressly set forth above.

Very truly yours,
TAX AFFIRMATION

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

SIGNATURE OF INSTITUTION/VEDOR

______________________________
Full Name (Company)

______________________________
Address

______________________________
EIN

By: ________________________________  ________________________________
  Signature  Title

Subscribed and sworn to before me
This ___ day of _____________ 20___

______________________________
Notary Public

Commission Expires: _____________ 20___
CITY OF NEW YORK
CERTIFICATION BY INSURANCE BROKER OR AGENT

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

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

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

[Signature of authorized official, broker, or agent]

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

State of ………………………..)
 ) ss.:
County of ………………………..)

Sworn to before me this _____ day of ___________ 20__

________________________________________

NOTARY PUBLIC FOR THE STATE OF ____________________________
A Doing Business Data Form must be completed by an entity when an individual who is or was affiliated with that entity requests to be removed from the Doing Business Database, or when an entity wants to update its information. Please either type responses directly into this fillable form, or print answers by hand in black ink. For all submissions, please be sure to fill out the certification box on the last page, and return the completed Data Form (along with the Request for Removal) to the Doing Business Accountability Project, 253 Broadway, 9th floor, New York, NY 10007 or via email to DoingBusiness@nyc.gov. This Data Form is separate from that used to collect information from entities receiving, applying for or proposing an award, agreement or solicitation.

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

Please contact the Doing Business Accountability Project at DoingBusiness@nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

Entity Name: ____________________________

Filing Status:

☐ Entity has never completed a Doing Business Data Form. Fill out the entire form.

☐ Change from previous Data Form dated__________. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.

☐ No change from previous Data Form dated__________. Skip to the bottom of the last page.

Entity is a NonProfit: ☐ Yes ☐ No

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

Address: ____________________________

City: ____________________________ State: ____________________________ Zip: ____________________________

Phone: ____________________________ E-mail: ____________________________

Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

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

First Name: ____________________________ MI: ____________________________ Last Name: ____________________________

Office Title: ____________________________ Employer (if not employed by entity): ____________________________

Home Address: ____________________________

☐ This person replaced former CEO: ____________________________ on ________.

Chief Financial Officer (CFO) or equivalent officer

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

First Name: ____________________________ MI: ____________________________ Last Name: ____________________________

Office Title: ____________________________ Employer (if not employed by entity): ____________________________

Home Address: ____________________________

☐ This person replaced former CFO: ____________________________ on ________.

Chief Operating Officer (COO) or equivalent officer

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

First Name: ____________________________ MI: ____________________________ Last Name: ____________________________

Office Title: ____________________________ Employer (if not employed by entity): ____________________________

Home Address: ____________________________

☐ This person replaced former COO: ____________________________ on ________.

For information or assistance, please contact the Doing Business Accountability Project at DoingBusiness@nyc.gov or 212-788-8104.

1/2018
**Principal Owners**

Please fill in the required identification information for all individuals or organizations that control 10% or more of the entity. If no individual or organization owns 10% or more of the entity, please check the appropriate box to indicate why and skip to the Senior Managers section.

If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on a previous page, fill in his/her name and write “See above.” If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled “Additional Owners.”

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<th>The entity is an individual</th>
<th>No individual or organization owns 10% or more of the entity</th>
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**Individual Owners (who own or control 10% or more of the entity)**

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

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**Senior Managers**

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

**Senior Managers**

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**Certification**

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

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Please return this form to the Doing Business Accountability Project by email to DoingBusiness@mosc.nyc.gov.
WHO MUST FILE A SUPPLY AND SERVICES EMPLOYMENT REPORT

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

<table>
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<th>CONTRACTOR</th>
<th>CONTRACT VALUE</th>
<th>COMPANY SIZE</th>
<th>SUBMISSION REQUIREMENT</th>
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<td>Prime and subcontractors</td>
<td>$100,000 or greater</td>
<td>50 or more employees</td>
<td>S&amp;S Employment Report</td>
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<td>Less than 50 employees</td>
<td>Less than 50 Employees Certificate</td>
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- A separate ER must be submitted for each facility involved in the performance of the contract. This may be headquarters or any "independently operating facility".

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

Example for which ERs must be filed from separate facilities: If your firm is supplying data processing equipment that is manufactured at your Chicago, Illinois plant, sold by your sales office in East Orange, New Jersey and serviced by your maintenance center in New York City, then an ER is necessary for each of the three sites. DLS retains the right to request the submission of an ER from headquarters, if deemed appropriate.

- If your contract value exceeds $100,000 and your company at all of its facilities employs fewer than 50 employees, you need only submit a "Less than 50 Employees" Certificate.

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

DLS’ REVIEW PROCESS

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

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. An incomplete submission will delay the review process and may preclude or interrupt the contract approval.

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

Certificate of Approval
The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.
Continued Approval Certificate
The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

An Administrative Certificate of Approval
Issued when the contractor has been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and is valid for 36 months.

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

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

Please go to the website below for further information on the Service & Supply Employment Reports

https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page
PHASE 4: LIEN CLEARANCE REQUIREMENTS

Once the agreements have been registered and all of the items listed in the budget have been purchased, the FR will be required to perfect the City’s security interests in the City-funded equipment, as defined by Article 9 of the Uniform Commercial Code.

Please refer to the UCC Guidelines in the following pages for detailed instructions.
The City’s template Funding and Security Agreements for the reimbursement of capitally eligible equipment purchases require Funding Recipients that receive discretionary City funding for such projects from elected officials to secure the City’s financial interests in the City-funded equipment before the City may make any reimbursements on a project.¹

This legal process requires the Funding Recipient’s attorney to take certain steps to ensure the perfection of the City’s security interest in the City-funded equipment, as defined by Article 9 of the UCC. The City’s requirements for this purpose are delineated in these UCC Guidelines. Basic background information regarding the UCC and secured transactions can be found in Attachment 1 of the UCC Guidelines.

Overview of the Lien Review & UCC Process for DDC Discretionary Funded Equipment Projects:

¹ Capitalized terms included in the UCC Guidelines are defined in the City’s Funding and Security Agreement.
Legal Requirements

To comply with the City’s legal requirements, as delineated in the City’s Funding and Security Agreements, DDC requires the following steps before the City may make any payments on a discretionary funded equipment project:

**STAGE 1: PROVIDE ADVANCE NOTICE TO DDC PROJECT MANAGER REGARDING SPECIAL CIRCUMSTANCES:**

Prior to commencing the equipment UCC / Lien review process, the Funding Recipient and its attorney must determine whether there are any issues that may require additional review and/or attention by the City.

Please immediately advise your DDC Project Manager if the equipment reimbursement project includes or may include any of the following three (3) preliminary items of concern:

1. **Fixtures:**

   Fixtures are not capitally eligible for reimbursement as items of equipment. A “fixture” consists of a piece of equipment that is attached to real property and cannot be removed without causing a non-negligible amount of damage to the property.

   (a) If it is unclear whether an item of equipment falls under the category of a “fixture,” then the City will need to review the details of such equipment item(s) to determine whether such an item(s) will be eligible for City reimbursement.

   (b) If “fixture-like” equipment are included in a project’s budget, then please let your DDC Project Manager know from the onset, because the City will need more information in order to make a determination on the matter.

   If the City concludes that the “fixture-like” equipment in question does not actually consist of a fixture, then the Funding Recipient and its attorney will need to inform DDC’s Project Manager at the onset of an equipment project about any and all applicable landlord(s) and/or mortgagee(s) that may have a legal interest in the specific property where the “fixture-like” City-funded equipment will be located.

   - **This information must be determined based on:** 1) the legal entity that owns the property where the “fixture-like” City-funded equipment will be located (e.g., if the Funding Recipient leases the property where the “fixture-like” equipment will be located, then the lessor's information will be relevant); and/or 2) whether there are any mortgages for that particular property on file with the Office of the New York City Register in the County where the property is located.

   - **The Funding Recipient and its attorney will need to provide DDC’s Project Manager with two (2) submissions when a project involves “fixture-like” equipment:**

     (1) A listing of any and all applicable landlord(s) or mortgagee(s) that may have a legal interest in the specific property where the “fixture-like” equipment will be located. This information will be necessary for a required attachment that will be included
in the Funding Recipient’s Funding Agreement with the City for the City-funded equipment project.

(2) “Personalty Agreement letter” (i.e., a Non-Fixture Agreement Letter) to ensure that the applicable landlord(s) and/or mortgagee(s) also agree, in writing, with the City’s determination that the City-funded “fixture-like” equipment do not actually consist of fixtures.

The City’s template letters for such matters can be found in the exhibit section of the City’s Capital Funding Application, and consist of the following:

(i) Exhibit 6A Form -- Landlord Letter regarding Attached Moveable Property; and/or
(ii) Exhibit 6B Form -- Mortgagee or Creditor Letter regarding Attached Moveable Property.

2. **Complex Lien(s):**

   Additional documentation may be required for Liens that relate to loan arrangements with:
   (a) Private lender loans insured by the U.S. Department of Housing and Urban Development (“HUD”); or
   (b) Liens based on financing arrangements with the Dormitory Authority of the State of New York (“DASNY”).

   If your organization has any such Liens on file with the New York State Department of State (“NYSDOS”), then please refer to Stage 3 of these UCC Guidelines for the next steps necessary.

3. **Vehicle Reimbursement Projects and Vehicle-related Equipment / Attachment(s):**

   The UCC (and these UCC Guidelines) do not apply to vehicle reimbursement projects. However, if your organization seeks reimbursement for both vehicle(s) and unattached equipment to be included within the City-funded vehicle(s), then these UCC Guidelines may apply to the equipment portion of the project.

   (a) If, however, your organization has a vehicle reimbursement project that will include certain items of equipment that will be permanently attached to the City-funded vehicle(s), please let DDC’s Project Manager know, and the City will advise whether a UCC lien will be necessary.

   **STAGE 2 - ORDER A UCC, JUDGMENT AND TAX LIEN SEARCH REPORT:**

   The attorney that represents the Funding Recipient must order an up-to-date UCC, judgment and tax lien search report (the “Lien Search Report”) [not older than twelve (12) months] from a reputable title search company.

   1. When obtaining a Lien Search Report for the preparation and completion of DDC’s Attorney Equipment Lien Attestation Form (as provided in Attachment 6 of the UCC Guidelines), the Funding Recipient’s attorney must ensure that the Lien Search Report:
(a) Covers the complete and official corporate name of the Funding Recipient, as found on file with the New York State Department of State ("NYSDOS"). (This information is specifically listed on the Funding Recipient’s Certificate of Incorporation or on official corporate amendments filed with the NYSDOS.)

(b) Includes a chronological list of all active financing statements on file with the NYSDOS (this list must reference each financing statement’s lapse date and UCC file number); and

(c) Provides clear and readable copies of all active financing statements, continuation statements and amendments statements found on file with the NYSDOS regarding the Funding Recipient.

Note: The City is only concerned about active UCC liens, as UCC financing statements automatically lapse after five (5) years from the date of their filing unless a continuation financing statement is filed.

STAGE 3 - CLEAR ANY AND ALL LIENS:

The Funding Recipient’s attorney must ensure that all competing liens found on the Funding Recipient’s Lien Search Report are cleared by the Funding Recipient.

Step 1
• The Funding Recipient must pay any and all outstanding tax liens and obtain proof of such payment, if applicable.

Step 2
• The Funding Recipient must resolve and pay any and all judgment liens and submit proof of such payment, if applicable.

Step 3
• The Funding Recipient’s attorney must determine whether there are any other secured parties on file with the NYSDOS that have UCC liens that may compete with the City’s lien over the City-funded equipment with respect to the Funding Recipient’s equipment project with DDC.

• The below-listed UCC Liens pose concern for the City and must be addressed by the Funding Recipient and its attorney -- before -- the preparation of the Attorney Equipment Lien Attestation Form (as included in Attachment 6 attached hereto).

There are four (4) types of UCC-related Liens that require extra action by the Funding Recipient's attorney, and these UCC Liens are as follows:
1. **HUD Liens:**
   The Funding Recipient’s attorney must ensure that any and all Liens that relate to loan arrangements with the HUD and HUD-approved private lenders are formally subordinated and that UCC-3 amendment statements are filed to indicate the subordination agreement arrangements with the City.
   - For the City’s detailed procedures for such Liens, please see Attachment 2 entitled “Procedures for Liens Insured by HUD” within these UCC Guidelines.

2. **DASNY Liens:**
   The Funding Recipient’s attorney must ensure that DASNY terminates its security interest over the City-funded equipment, unless the DASNY lien relates to a loan insured by HUD.
   - If the DASNY lien is insured by HUD, please see Attachment 2 entitled “Procedures for Liens Insured by HUD” within these UCC Guidelines.
   - If DASNY has a lien that is not HUD-insured and that may somehow relate to the City-funded equipment (e.g., covers “any and all equipment,” etc.), then two (2) steps are required:
     1) **Step 1:** As previously noted in Stage 1 of the UCC Guidelines, at the beginning of the equipment project, the Funding Recipient must inform DDC’s project manager about any and all applicable DASNY lien(s).
     2) **Step 2:** The Funding Recipient’s attorney must ensure that any and all competing DASNY lien(s) are amended with UCC-3 amendment statements to carve-out the City’s security interest in the City-funded equipment.
        - The procedures on how to file UCC-3 amendment statements are delineated in Attachment 3 of the UCC Guidelines.

3. **Broad UCC liens:**
   Liens that cover “any and all equipment” typically relate to mortgages, bond-related financing and/or loans that may have overreaching security interests in a Funding Recipient’s assets and, as such, can potentially include the City-funded equipment.
   - Any such Liens require that the Funding Recipient’s attorney file a UCC-3 amendment statement to carve-out the City’s security interest in the City-funded equipment.
   - The procedures on how to file UCC-3 amendment statements are delineated in Attachment 3 of the UCC Guidelines.

4. **Miscellaneous Equipment Financing Arrangements:**
   UCC financing statements on file with the NYSDOS that relate to financing arrangements with vendors, distributors or manufacturers that sell commercial, medical or office-related equipment must be reviewed individually. The Funding Recipient’s attorney must address equipment listings for these types of UCC financing statements based on the following categories:
   - **Equipment listings completely different than the City-funded equipment:**
     If the UCC lien on file with the NYSDOS includes equipment that does not relate to the Funding Recipient’s City-funded equipment project, then no further action is necessary with respect to that particular UCC-1 financing statement.
• **Equipment listings identical to the City-funded equipment:**
  If the UCC Lien(s) cover the **same equipment as those included in the Funding Recipient’s City-funded equipment reimbursement project**, please note that the City does **NOT** allow for financing arrangements where other creditors have a superior security interest over the equipment paid for with City funds. These Liens require that the Funding Recipient’s attorney file a UCC-3 amendment statement.
  - The procedures on how to file UCC-3 amendment statements are delineated in Attachment 3 of the **UCC Guidelines**.

• **Equipment listings similar to the City-funded equipment, but distinguishable:**
  If the UCC lien(s) consist of different items of equipment that are not in any way related to the City-funded equipment and do not consist of replacements or attachments and can somehow be distinguished from the City-funded equipment (either with different model types or serial numbers, etc.), then a written acknowledgement letter that the equipment is distinguishable may suffice from any such secured parties or equipment lessors.
  - DDC’s template Secured Party Disclaimer letter is available in Attachment 4 of the **UCC Guidelines**.

(Note: The Funding Recipient’s attorney must have this information on file before completing the Attorney Equipment Lien Attestation form.)

• **Equipment listings that relate to true equipment lease arrangements that do not relate to the City-funded equipment:**
  If the UCC filing(s) consist of true equipment lease(s) filed solely for precautionary reasons and do not relate to the City-funded equipment, (as the City does not allow for the financing or reimbursement of leased equipment, etc.), then a written acknowledgement letter may suffice from secured parties or equipment lessors to provide, in writing, that the equipment differentiates from the City-funded equipment.
  - DDC’s template Secured Party Disclaimer letter is available in Attachment 4 of the **UCC Guidelines**.

(Note: The Funding Recipient’s attorney must have this information on file before completing the Attorney Equipment Lien Attestation form.)
1. The Filing of the City’s UCC-1 financing statement:
   Once all of the Liens mentioned in Stage 3 of the UCC Guidelines are addressed by the Funding Recipient and its attorney, the Funding Recipient’s attorney must prepare and file a UCC-1 financing statement with the NYSDOS on behalf of the City/DDC.

   • For detailed instructions on how to file the City’s UCC-1 financing statement, please see Attachment 31 of the UCC Guidelines.

1. Completion of the DDC Attorney Equipment Lien Attestation form.
   When Stages 1-4 of the UCC Guidelines are completed by the Funding Recipient and its attorney, the Funding Recipient’s attorney must complete and sign DDC’s Attorney Equipment Lien Attestation form.

   • The Funding Recipient’s attorney may only complete the DDC’s Attorney Equipment Lien Attestation form once the City’s UCC-1 financing statement and all the UCC-3 amendment statements, as applicable, have been filed with the NYSDOS. The Funding Recipient’s attorney must either:
     • Receive official confirmation from the NYSDOS that the City’s UCC-1 financing statement and UCC-3 amendment statements, as applicable, have been filed with the NYSDOS; and/or
     • The City’s UCC-1 financing statement and UCC-3 amendment statements, as applicable, must be viewable online on the NYSDOS’ website as UCCs on file with the Funding Recipient.

   • For a copy of DDC’s Attorney Equipment Lien Attestation form, please see Attachment 32 of the UCC Guidelines.

   The term “UCC” is short for Uniform Commercial Code. The Uniform Commercial Code consists of a uniform set of rules that govern commercial transactions. Pursuant to the City’s Standard Funding/Security Agreements and Article 9 of the UCC, Funding Recipients of City Discretionary capital funding for equipment projects need to submit certain lien information and documentation to DDC prior to
receives any funding reimbursement from the City. As such, the attorneys that represent Funding Recipients specifically need to: 1) perform a UCC lien search, 2) address any competing UCC liens (if applicable), and 3) file a UCC lien to protect the City's interests in the City-funded equipment.

The reason for this legal requirement is that prior to the City’s reimbursement of the equipment, DDC must obtain a security interest in the City-funded equipment. A “security interest” is a legal term used to describe the right a “secured party” has to pledged assets (i.e., in this case the City-funded equipment) or to the proceeds of the pledged assets if the debtor fails to perform its obligations to the secured party. A “secured party” is a creditor, seller or lender who holds a security interest in the pledged assets of a debtor. DDC’s Security Agreement grants the City such a security interest over the equipment paid for with City funds. The Security Agreement establishes what will happen to the equipment if the funding is not spent as directed in the Funding Agreement, or if the equipment not used in the manner described therein. DDC must obtain a lien on the equipment (also referred to as “collateral” in UCC terms), so that if a Funding Recipient does not properly use the City funding, or does not use the City-funded equipment as stated in its Funding Agreement with the City, then the City will be legally able to initiate a legal process to retrieve any such City-funded equipment.

In order for a UCC lien to have legal force, a secured party’s security interest must be “perfected” to protect against other possible creditors and lienholders. “Perfection” consists of a legal UCC term for recording a lien that has first priority over all other creditors pursuant to Article 9 of the UCC. Under the UCC, the standard way to perfect a lien for equipment is to first address any competing liens by searching and recording UCC-3 amendment statements against conflicting liens and then to file a UCC-1 Financing Statement with the NYSDOS for the collateral / equipment covered by the secured party’s security interest. Accordingly, UCC-3 amendment statements apply, and are filed, whenever UCC-1 financing statement(s) already on file with the NYSDOS need to be modified, amended, subordinated or terminated to protect another secured party’s security interests. The UCC-1 financing statement gives a description of the secured party’s UCC lien, and serves to notify all other creditors of the secured party’s interest in the collateral covered under the UCC-1 lien. UCC-1 financing statements have an effective duration of five (5) years.

- All NYSDOS UCC forms are available online at: http://www.dos.ny.gov/corps/uccforms.html.
- The financing statement consists of a public record that is publicly available online on the NYSDOS’ website at: http://appext20.dos.ny.gov/pls/ucc_public/web_search.main_frame.
- The costs associated with the filing of the documents with the NYSDOS are provided at: http://www.dos.ny.gov/corps/fees_ucc.html.
- To view the necessary DDC template agreements and UCC-related documents, please see DDC’s web pages for non-profit reimbursement projects at: https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page.

For more information on the UCC, please contact DDC or an attorney familiar with secured transactions.

1. Liens relating to loan arrangements with HUD and HUD-approved lenders:
   a. Background:
      - HUD-related UCC liens typically relate to hospitals, medical centers, and residential care facilitates that have financing arrangements with private lenders insured by HUD. These types of loans usually require broad security interests in any and all of the Funding Recipient’s property and collateral, which often also includes equipment, etc.
      - The City requires that HUD and HUD-insured private lenders subordinate their security interests over City-funded equipment for duration of the Funding Agreement’s Performance Term (i.e., 5 years.)
b. There are three (3) steps necessary to address HUD-related UCC liens:

- **1st Step:**
  - At the onset of the project, the Funding Recipient must provide DDC’s project manager with a brief listing of any and all HUD-related Liens, as applicable. This preliminary information is necessary, because this listing will consist of a required exhibit within the City’s Funding Agreement with the Funding Recipient for the equipment project.

- **2nd Step:**
  - Prior to receiving any reimbursement funds from the City, the Funding Recipient’s attorney will need to get HUD and the HUD-insured private lender(s) to execute the City/HUD approved template subordination agreement for equipment projects.
  - Note: The City/HUD approved subordination agreement template is attached hereto for reference purposes and may also be obtained on DDC’s webpages for Non-Profits.

- **3rd Step:**
  - Once the City/HUD approved template subordination agreement is signed by both HUD and the HUD-insured private lender(s), then the Funding Recipient’s attorney must file a UCC-3 amendment statement against the applicable HUD-related UCC financing statement(s). This UCC-3 amendment statement will simply need to be filed for information purposes.
  - **Important Note:** The UCC-3 amendment statement for HUD-related UCC liens differ from the UCC-3 amendment statements noted in Attachment 29 of the UCC Guidelines for broad UCC financing statements, because the HUD-related UCC-3 amendment statement simply serves to inform other creditors about the executed subordination agreement. The UCC-3 amendment statement for HUD-related liens subordinates, but does not – delete – the City-funded equipment from the HUD-related lien on file with the NYSDOS.

c. HUD Contacts:

- **Hospitals and medical centers:** Funding Recipients that are hospitals and medical centers should direct all of their initial requests and inquiries regarding HUD-related liens to Steven Wang at the HUD Office of Hospital Facilities, NY Division, who may be reached at 212-542-7875.

- **Residential care facilities:** Funding Recipients that are residential care facilities, such as nursing homes or assisted living facilities, should direct all of their initial requests and inquiries regarding HUD liens to the HUD Office of Residential Care Facilities, NY Division.

d. Important notices:

- The Funding Recipient’s attorney must have all HUD-related liens subordinated and the applicable UCC-3 amendment statement(s) filed with the NYSDOS, as above delineated, before finalizing and signing DDC’s Attorney Equipment Lien Attestation form.
Please note that obtaining both the letter agreeing to lien subordination and the lien subordination agreement from HUD and the HUD-insured private lenders consists of a very lengthy and time consuming process. Accordingly, DDC advises the attorneys that represent Funding Recipients begin to work with HUD and the HUD-insured lender(s) at the onset of a discretionary City-funded equipment project to help ensure that their client obtains the necessary paperwork in a timely manner.
SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (the “Agreement”) is made as of ______________, 20__., by [INSERT NAME OF MORTGAGOR], a [Delaware] Corporation having its office and place of business at [INSERT ADDRESS] and the SECRETARY OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT of Washington D.C. (collectively, the “Federal Secured Parties”) and THE CITY OF NEW YORK, a New York municipal corporation acting by and under its DEPARTMENT OF DESIGN AND CONSTRUCTION having an office at 30-30 Thomson Avenue, Long Island City, New York 11101.

PRELIMINARY STATEMENT

1. The Federal Secured Parties and [INSERT NAME OF FUNDING RECIPIENT] (“Debtor”) entered into a Security Agreement dated as of ______________ (the “Federal Security Agreement”) pursuant to which Debtor granted to the Federal Secured Parties a security interest (“Federal Security Interest”) in certain collateral (as more fully described in Exhibit A hereto, the “Federal Collateral”) as security for certain obligations of Debtor to the Federal Secured Parties more fully described in said Federal Security Agreement.

2. The Federal Secured Parties perfected their Federal Security Interest under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for ______________ County (the “Federal UCC-1s”).

3. Debtor has applied to the City of New York (“City”) for City Capital funds (“Funding”) to reimburse Debtor for costs and expenses incurred by Debtor for the acquisition of certain items of machinery and equipment that Debtor will use in connection with the operation of [INSERT NAME OF FUNDING RECIPIENT] (as more fully described in Exhibit B hereto, the “City Collateral”.

4. The Federal Collateral includes a broad scope of the Debtor’s assets, including, without limitation, certain assets of the Debtor “now owned or hereafter from time to time acquired,” and, by definition, the Federal Collateral comprises the assets of the Debtor that constitute the City Collateral.

5. It is a condition of the Funding that, among other things, Debtor dedicate the City Collateral to a bona fide City purpose determined by the City and that Debtor execute and deliver to the City a Security Agreement (“City Security Agreement”) granting the City a first priority security interest in the City Collateral (“City Security Interest”) as security for the obligations of Debtor to the City in connection with the Funding.

6. The City intends to perfect its City Security Interest in the City Collateral under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for ______________ County (the “City UCC-1s”).
7. It is also a condition of the Funding that the Federal Secured Parties subordinate their Federal Security Interest in the City Collateral to the City Security Interest.

8. To facilitate the grant of the Funding by the City to Debtor, the Federal Secured Parties are willing to subordinate the Federal Security Interest in the City Collateral to the City pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Federal Secured Parties agree as follows:

1. The Federal Security Interest in those items of the City Collateral shall be subject and subordinate to City Security Interest in the City Collateral irrespective of the order in which the Federal Security Agreement and the City Security Agreement may have been executed and delivered by the Debtor, the Federal Security Interest and the City Security Interest may have been granted by the Debtor, and the Federal UCC-1s and the City UCC-1s may have been filed with the New York Secretary of State and the Office of the City Register for [_________] County.

2. The Federal Secured Parties agree that the City Security Interest shall have the same validity, priority, and effect as if Debtor had executed and delivered the City Security Agreement, granted the City Security Interest to the City and filed or caused to be filed the City UCC-1s with the New York Secretary of State and the Office of the City Register for [_________] County prior to the date that Debtor executed and delivered the Federal Security Agreement, granted the Federal Security Interest to the Federal Parties and filed or caused to be filed the Federal UCC-1s with the New York Secretary of State and the Office of the City Register for [_________] County.

3. The Federal Secured Parties acknowledge that the City is relying on this instrument in its determination to make the Funding available to Debtor.

4. The City understands and agrees that nothing in this instrument shall in any way alter, change, or modify the terms and conditions of the Federal Security Agreement, or in any way release or affect the attachment, validity, perfection, or priority of the Federal Security Interest, except with respect to the City Security Interest as provided herein.

5. The terms, covenants, and agreements of this Agreement shall inure to the benefit of the City and its successors, assigns and transferees and shall be binding upon the Federal Secured Parties and their respective successors, assigns and transferees.

[INSERT NAME[S] OF MORTGAGEE[S]]

By: ____________________________
Name: __________________________
Title: __________________________

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: ____________________________
Name: __________________________
Title: __________________________
STATE OF __________ )
COUNTY OF __________ )

On this __________ day of __________, 20__, before me, a Notary Public, personally appeared __________, to me personally known to be the __________, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

________________________________________
Notary Public

My Commission Expires: __________________________

STATE OF __________ )
COUNTY OF __________ )

On this __________ day of __________, 20__, before me, a Notary Public, personally appeared __________, to me personally known to be the __________, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

________________________________________
Notary Public

My Commission Expires: __________________________
EXHIBIT A

FEDERAL COLLATERAL

(SEPARATE ATTACHMENT)
[All building materials, equipment, furniture, furnishings, accounts receivable or other property installed or to be installed or used in and about the building or buildings now erected or hereafter to be erected upon the lands secured by the FHA Mortgage from Debtor to Secured party dated as of [___________] herewith situated in the Borough of [_______], County of [_______] and State of New York, being FHA Project No. [_______] (the “Project”) which are necessary to complete the comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including, but not limited to, all gas and electric appliances and fixtures; all engines, motors, dynamos, elevators, and machinery; all boilers, radiators, heaters, furnaces, stoves, heating equipment; all stoves, ranges, and cooking equipment; all bathtubs, sinks, basins, pipes, hot-water boilers, faucets, and other plumbing fixtures; all mantels; cabinets; all washing machines, laundry tubs, and ironers; all lighting, air-conditioning and ventilating equipment; all awnings, shades, screens and venetian blinds; and all incinerating equipment, together with appurtenances thereto; all equipment used in the diagnosis and treatment of patients; and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein, such goods, equipment, chattels and personal property as are commonly used in the fully furnishing of and the equipping of a hospital, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property installed or to be installed or used therein and any and all proceeds thereof whether now in existence or hereafter arising.

EXCEPTING AND EXCLUDING THEREFROM any property or fixtures as described above which are now subject to security interests, but only so long as such security interests remain outstanding, and further excepting any personal property or fixtures now or hereafter held or used by Debtor as lessee, but only so long as the Debtor is the lessee, and further excepting and excluding, any property as described above acquired or to be acquired by Debtor, other than items in replacement of those covered by the Security Agreement of which this Schedule is a part, during the time when said items are covered by purchase money security interests in third parties as evidenced by the filing of Uniform Commercial Code Financing Statements in the appropriate filing offices.

Nothing in this Schedule “A” shall relieve Debtor of its obligations under the Regulatory Agreement between Debtor and the Secretary of Housing and Urban Development as the same may be amended from time to time.]
EXHIBIT B

CITY COLLATERAL

(SEPARATE ATTACHMENT)
This attachment serves to delineate the specific steps that are required by Stage 3 of the UCC Guidelines.

If another creditor holds a UCC security interest / Lien that may impact the City-funded equipment, then the Funding Recipient’s attorney must file a UCC amendment statement (also referred to as “UCC-3”) to address each potential competing UCC lien. The UCC-3 amendment statement filed with the NYSDOS for each competing UCC financing statement helps ensure that the City’s lien on the City-funded Equipment has a first priority lien.

All creditors, mortgagees and other lien holders must exclude (i.e., “carve-out”) the City-funded equipment from their Liens if their UCC financing statements in any way may impact the City’s lien over the City-funded equipment.

- The Funding Recipient’s attorney may either get conflicting UCC lien-holders to:
  - file the UCC-3 amendment statement(s) on their own on behalf of the Funding Recipient; or
  - provide permission to the Funding Recipient’s attorney to directly file the necessary UCC-3 amendment statements with the NYSDOS (in order to help expedite the process.)

- The UCC-3 amendment statement(s) filed with the NYSDOS with respect to the City-funded equipment must attach:
  1) The most up-to-date UCC-3 amendment statement form as provided by the NYSDOS:
     - Note: The UCC-3 form should be completed in the same manner as provided in the sample UCC-3 amendment statement attached hereto;
  2) DDC’s “UCC-3 Exhibit A”² (which defines the term “deleted Collateral”):
     - DDC’s UCC-3 Exhibit A attachment is available on DDC’s website at: https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page; and
  3) The equipment budget found in Schedule I of the Funding Recipient’s Security Agreement with the City.

- For more information on how to file UCC amendment statements with the NYSDOS, please see the NYSDOS’ website at: <http://www.dos.ny.gov/corps/uccforms.html>.

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² Please be careful to use the appropriate UCC Exhibit A. The UCC-1 Exhibit A provides for the definition of “collateral” and the UCC-3 Exhibit A is almost identical, but it instead refers to the “deleted” collateral.
UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO (Name and Address)

Duval & Stachenfeld LLP
Third Floor
300 East 42nd Street
New York, NY 10417

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Should you have any questions, please feel free to contact me.

1. INITIAL FINANCING STATEMENT FILED (the "Financing Statement")

2603912920040901 Dated January 29, 2003

2. TERMINATION: Effective of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (all or part): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 6a.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

6. ORGANIZATION RECORD INFORMATION:

7. CHANGED (NEW) OR ADDED INFORMATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which filed collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and give name of DEBTOR authorizing this Amendment.

CIT Technology Financing Services, Inc.

10. OPTIONAL FILER INFORMATION DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 06/23/02)

See Exhibit A and Schedule I attached hereto.
EXHIBIT A

COLLATERAL DELETED

The deleted collateral ("Collateral") shall include each and every one of the following:

1. All machinery, equipment, furniture and fixtures listed in Schedule I attached hereto, and all machinery, equipment, furniture and fixtures purchased, or paid for, or financed with the proceeds of certain funding ("Funding") made available or intended to be made available by the City of New York, acting by and through its Department of Design and Construction, (the "City") to Debtor pursuant to that certain Funding Agreement by and between the City and Debtor, including, without limitation, any such machinery, equipment, furniture and fixtures paid for by the City or for which Debtor was reimbursed with the proceeds of the Funding, wherever located and whenever acquired, whether now owned or existing or hereafter acquired or created, together with all accessions thereto and all substitutions and replacements thereof and parts therefor;

2. All ledger sheets, files, records, documents, and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) relating to any Collateral; and

3. All cash or non-cash proceeds of the sale or other disposition of any Collateral and, to the extent not otherwise included, all amounts paid or payable under any policy of insurance (whether or not the City is named as a loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage, or otherwise with respect, to any Collateral.
SCHEDULE I

LIST OF CERTAIN ITEMS OF MACHINERY, EQUIPMENT, FURNITURE AND FIXTURES

(SEPARATE ATTACHMENT)
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<td>4080</td>
<td>4/12/05</td>
</tr>
<tr>
<td>Set of Station &amp; reception chairs</td>
<td>46</td>
<td>214</td>
<td>9844</td>
<td>4/12/05</td>
</tr>
<tr>
<td>Versteel performance tables</td>
<td>6</td>
<td>618</td>
<td>3708</td>
<td>4/12/05</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td>57416</td>
<td></td>
</tr>
</tbody>
</table>

**DDC Reimbursement Amount Not to Exceed**: $57,000.00
Template letter for secured parties or lessors of equipment that have security or lease interests in equipment similar, but distinguishable to the City-funded equipment. Please see following pages.
Template Secured Party Disclaimer Letter

[Note: This letter must be on the Funding Recipient's Letterhead]

[date]

[name of authorized representative]
[creditor/lender's name]
[address]
[address]

Re: [name of funding recipient/debtor] ("Funding Recipient")

Dear [authorized representative]:

The City of New York has financed the equipment, goods or personal property (the "Equipment") listed on the attached Attachment A by way of a capital funding agreement for the above-referenced Funding Recipient.

The City of New York will have a security interest in the Equipment.

This letter is to serve as your confirmation and agreement that (1) you do not claim any lien, claim, title or security interest in or to the Equipment, (2) you will not in the future claim any lien, claim, title or security interest in or to the Equipment that is or will be perfected pursuant to any financing statement currently on file, and (3) no other person has any lien, claim, title or security interest in or to the Equipment which such person has acquired or claims through you. Copies of your financing statements relating to Funding Recipient are also attached.

Please sign below to acknowledge your disclaimer of interest in the Equipment, and return to my attention at ______________, or by fax to ______________, or by e-mail to ______________ as soon as possible, or call me with questions at ______________. This disclaimer shall be binding on and inure to the benefit of you, the City of New York, and each party's respective successors and assigns.

Thank you.

[FUNDING RECEPIENT]

____________________, [Title]

ACKNOWLEDGED AND AGREED BY THE UNDERSIGNED (through an authorized representative)

[LENDER/CREDITOR/SECURED PARTY]

By: _______________________

Print Name: _______________________

Title: _______________________

Date: _______________________

Attachment (Equipment List)
This attachment serves to delineate the specific steps that are required by Stage 4 of the UCC Guidelines.

The Funding Recipient’s attorney must prepare and file a UCC-1 financing statement (“UCC-1”) with the NYSDOS on behalf of the City/DDC. Once all competing Liens are addressed (as delineated in Stage 3 of the UCC Guidelines), the filing of the UCC-1 financing statement serves to grant the City with a first priority interest in the City-funded equipment.

- The UCC-1 financing statement filed on behalf of the City with respect to the City-funded equipment MUST include:
  
  1) The most up-to-date UCC-1 financing statement form, as provided by the NYSDOS.
     - Note: The UCC-1 form should be completed in the same manner as provided in the sample UCC-1 amendment statement attached hereto.

  2) DDC’s “UCC-1 Exhibit A” attachment (which serves to define the term “Collateral”).
     - DDC’s UCC-1 Exhibit A attachment is available on DDC’s website at: https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page.

  3) A copy of the payment requisition that lists the exact equipment that the Funding Recipient purchased and submitted to DDC for reimbursement.
     - Note: The items listed in the payment requisition form should match the items of equipment listed in Schedule I of the Funding Recipient’s Security Agreement with the City for the equipment project.

- Important Notices:
  
  - Please keep in mind that pursuant to the Funding Agreement, Funding Recipients may only seek reimbursement for the City-funded equipment covered under a specific Funding and Security Agreement within twelve (12) months of the date when the Funding Agreement is registered with the New York City Comptroller’s Office.

  - Once the Funding Recipient’s attorney files the necessary UCC-1 financing statements and clears any and all competing liens, then the Funding Recipient’s attorney will need to complete and sign DDC’s Attorney Equipment Lien Attestation form before the agency may begin the reimbursement process for equipment purchases made by the Funding Recipient.

  - A copy of DDC’s Attorney Equipment Lien Attestation form is available in Attachment 32 of the UCC Guidelines.
# Procedures on How to File the City’s UCC-1 Financing Statement for the City-Funded Equipment and Related Exhibits

## UCC Financing Statement

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY:**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</td>
<td></td>
</tr>
</tbody>
</table>
| B. SEND ACKNOWLEDGMENT TO: (Name and Address) | John Doe, Esq.  
Doc & Doe LLP  
123 West 3rd Street  
4th Floor  
New York, NY 10001 |
| 1. DEBTOR'S EXACT FULL LEGAL NAME | Your organization's full legal corporate name  
(1a) ORGANIZATION NAME  
(1b) INDIAN'S LAST NAME  
(1c) ADDITIONAL DEBTOR'S NAME |
| Mailing Address                          | 123 Broadway, 4th Floor  
New York, NY 10004  
USA |
| Not Applicable                           | Corporation  
New York |
| 3. SECURED PARTY'S NAME (if name of total assignor or assignor(s) inserted by secured party) | The City of New York, acting by and through its Department of Design and Construction  
30-30 Thomson Avenue  
Long Island City  
NY 11101  
USA |
| 4. This financing statement covers the following collateral: |
| See Exhibit A and Schedule I attached hereto |

*Must use this information as shown.*

---

The filing attorney's contact information is entered in Box B.
EXHIBIT A

COLLATERAL

The collateral ("Collateral") shall include each and every one of the following:

1. All machinery, equipment, furniture, and fixtures listed in Schedule I attached hereto, and all machinery, equipment, furniture, and fixtures purchased, or paid for, or financed with the proceeds of certain funding ("Funding") made available or intended to be made available by Secured Party to Debtor pursuant to that certain Funding Agreement by and between Secured Party and Debtor, including without limitation, any such machinery, equipment, furniture, and fixtures paid for by Secured Party or for which Debtor was reimbursed with the proceeds of the Funding, wherever located and whenever acquired, whether now owned or existing or hereafter acquired or created, together with all accessions thereto and all substitutions and replacements thereof and parts thereof;

2. All ledger sheets, files, records, documents, and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) relating to any Collateral; and

3. All cash or non-cash proceeds of the sale or other disposition of any Collateral and, to the extent not otherwise included, all amounts paid or payable under any policy of insurance (whether or not Secure Party is named as a loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage, or otherwise with respect to any Collateral.
SCHEDULE I

LIST OF CERTAIN ITEMS OF MACHINERY, EQUIPMENT, FURNITURE, AND FIXTURES

(SEPARATE ATTACHMENT)
### Procedures on How to File the City's UCC-1 Financing Statement for the City-Funded Equipment and Related Exhibits

#### Table of Contents
- Funding Agreement Amount
- Receivers

#### Table

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ACH/Debit</td>
<td>$12,710</td>
</tr>
<tr>
<td>2</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
<tr>
<td>3</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
<tr>
<td>4</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
<tr>
<td>5</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
<tr>
<td>6</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
<tr>
<td>7</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
<tr>
<td>8</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
<tr>
<td>9</td>
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<td>$48,000</td>
</tr>
<tr>
<td>10</td>
<td>Weekly 7200</td>
<td>$48,000</td>
</tr>
</tbody>
</table>

#### Notes

- The table above outlines the funding agreement amounts and weekly payments for the City's UCC-1 financing statement.
- The table includes specific amounts for each week, with a total of $48,000 per week for 10 weeks.

#### Additional Information

- Funding agreements are crucial for filing the City's UCC-1 financing statement, ensuring that all equipment and related exhibits are properly documented and registered.
- Procedural guidelines for filing these statements are outlined in the document, providing a step-by-step process for stakeholders.
## ATTORNEY EQUIPMENT LIEN ATTESTATION FORM

RE: RECOGNITION AND PROTECTION OF THE CITY'S SECURITY INTEREST IN CITY-FUNDED EQUIPMENT PURSUANT TO DDC'S FUNDING SECURITY AGREEMENTS & ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE ("UCC")

### PROJECT / CLIENT INFORMATION:

**Funding Recipient:**

**Funding Agreement Dated As Of:** ____________, 20__  /  **Security Agreement Dated As Of:** ____________, 20__

**Equipment Funding Amount:** $________________________

### FORM INSTRUCTIONS:

This form requires the Funding Recipient’s attorney to attest that the Funding Recipient has complied with the requirements set forth in DDC’s Funding and Security Agreement in order to secure a perfected security interest for the City pursuant to Article 9 of the UCC with respect to the City-Funded Equipment and other Collateral covered by the Security Agreement.

- The City’s UCC-related requirements that apply to the completion of this form are specified in DDC’s UCC Guidelines attached to this form.

- (Note: Capitalized terms included in this form are defined in the City’s Funding and Security Agreement.)

### FUNDING RECIPIENT’S ATTORNEY INFORMATION:

**Attorney Name:**

First Name  
Last Name

**Work as:**

- [ ] In-house Counsel for the Funding Recipient  
- [ ] Law Firm Representing Client

**Law Firm or Company Name:**

__________________________

**Contact Information:**

- Address: ________________________________  
- City: ____________________  
- State: ____________________  
- Zip Code: ________________  
- Telephone Number: ____________________  
- Email Address: ____________________

### LIEN SEARCH REPORT:

- [Attach Lien Search Report] Pursuant to Section 2.03(b) of the Funding Agreement, please attach to this form a copy of the UCC judgment and tax lien search conducted by a reputable title company or other established lien search company reasonably satisfactory to the City dated not more than thirty (30) days prior to the date of the Funding Agreement, which should evidence that there are no Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement except Liens in favor of the City and Permitted HUD Liens.

- This lien search should specifically use the full legal name of the Funding Recipient as delineated in the Funding Agreement.

### ATTESTATION:

As the attorney that is representing the above-mentioned Funding Recipient with the compliance of the UCC condition precedent requirements to the City’s disbursement of City Funding pursuant to Section 6.02 of DDC’s Funding Agreement, I attest, in reliance on the accuracy of the UCC, tax and judgment lien search report by a reputable title company or other established lien search company performed under the Funding Recipient’s complete and official corporate name as found on file with the New York State Department of State and the Funding Recipient’s representations relating to its UCC Liens, tax Liens and judgments, that:  (Check all applicable.)

- [ ] Judgments and Tax Liens, as applicable:
  - The Funding Recipient has addressed and satisfied any and all pending judgments and tax Liens, and has properly filed the necessary paper work to remove any such Liens with the court and/or has submitted the requisite payment(s) to the appropriate Federal, State and/or City government offices.

- [ ] UCC-3 Amendment Statement(s), as applicable:
  - The Funding Recipient has properly filed with the appropriate office of the New York State Department of State ("NYSDOS") the necessary UCC amendment financing statement form(s) ("UCC-3") required to terminate of record any Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement, except Liens in favor of the City and Permitted HUD Liens.
  - The amendment statement(s) utilized the City’s required provisions and template exhibit (as noted in DDC’s UCC Guidelines), and will serve to carve-out the City’s security interest in the City-Funded Equipment and ensure the perfection of the City’s security interest.
  - Moreover, any and all competing Liens with the Dormitory Authority of the State of New York ("DASNY") have also been amended with UCC-3 amendment statements.
  - Attach a copy of each UCC-3 Amendment Statement(s) filed with the NYSDOS.
ATTORNEY EQUIPMENT LIEN ATTESTATION FORM

REGISTRATION AND PERFECTION OF THE CITY’S SECURITY INTEREST IN CITY-FUNDED EQUIPMENT
Pursuant to DDC’s Funding/Security Agreements & Article 9 of the Uniform Commercial Code (“UCC”)

PERMITTED HUD LIEN SUBORDINATION AGREEMENT(S), AS APPLICABLE:
- The Funding Recipient has executed the template HUD and City approved subordination agreement with HUD and the HUD-insured lender(s) as listed in Schedule V of the Funding Agreement for the project (and as explained in DDC’s UCC Guidelines).
- The Funding Recipient has also ensured that the subordination agreement(s) has/have been properly filed as an UCC-3 amendment statement(s) against the competing HUD-related UCC lien(s) on file with the NYSDOS.
- Attach a copy of each UCC-3 amendment statement(s) filed with the NYSDOS.

Mandatory UCC-1 Financing Statement:
- Upon first clearing any and all competing Lien interests (as listed above on this form), the Funding Recipient has properly filed with the appropriate office of the NYSDOS a Financing Statement Form (“UCC-1”) with respect to City-Funded Equipment covered by the Reimbursement Request and other Collateral covered by the Security Agreement. Pursuant to the requirements of the City’s Funding and Security Agreements, this UCC-1 filing will serve to perfect the City’s security interest in the City-Funded Equipment, as any and all competing Liens on file with the NYSDOS have either been satisfied, amended or subordinated as above-noted.
- The UCC-1 financing statement must:
  - use the City’s required provisions and template exhibit language (as shown in the sample provided in DDC’s UCC Guidelines); and
  - include a DDC-approved equipment exhibit from DDC’s Project Manager based on the payment requisition for the equipment reimbursement submitted to DDC by the Funding Recipient.
- Attach a copy of the UCC-1 financing statement(s) filed with the NYSDOS.

As checked off above, I hereby attest that, in my opinion, the following items have been properly addressed, recorded and/or validly executed: the UCC-1 financing statement; satisfaction of judgment(s) (as applicable); release or withdrawal of tax lien(s) (as applicable); Permitted HUD Lien subordination agreement(s) (as applicable); and/or UCC-3 amendment statement(s) (as applicable). I certify under penalty of perjury that the foregoing information is true and correct.

__________________________
Attorney Signature

__________________________
Date
PHASE 5: REIMBURSEMENT REQUIREMENTS

One Phases 1 to 4 have been completed, DDC can begin the reimbursement process. The FR must complete and submit the documents contained in the following pages of this section within one (1) year of purchase in order to be reimbursed for all pre-approved purchases under Schedule A: Budget Sheet.
Insert Funding Recipient’s Full Corporate Name Here:

Funding Recipient hereby affirms that it has read all of the provisions provided in the Funding and Security Agreements (the “Agreements”) of the City of New York (the “City”), and acknowledges its obligation to abide by the terms and requirements set forth in the Agreements with respect to the procurement of the City-Funded Equipment and/or Vehicles.

Funding Recipient shall purchase City-Funded Equipment, Vehicles and/or procure other services for the costs of which Funding Recipient intends to seek reimbursement from the City from the vendors whose bid(s) provide the most advantageous combination of price, quality and fitness for the intended purpose. Before purchasing the City-Funded Equipment or procuring services for the costs of which Funding Recipient intends to seek reimbursement from the City, as authorized by the Project Budget approved by the City, Funding Recipient shall make a reasonable effort to obtain bids from three (3) vendors and shall accept the lowest bid for all items to be reimbursed by the City.

1) Bid Requirement: Has your organization received bids from at least three (3) vendors with respect to all of the City-Funded Equipment and/or Vehicles noted in the Project Budget?
   Yes ___ No ___
   a. If Yes, please attach a list with the names of at least three (3) vendors and prices. (Please label as Attachment 1.)
   b. If No, please attach a written explanation why your organization does not have three (3) vendors.

2) Vendor Selection Rationale: Has your organization accepted the lowest bid with respect to all of the City-Funded Equipment and/or Vehicles noted in the Project Budget?
   Yes ___ No ___
   a. If No, please select the reason below that best matches your organization’s rationale and also attach a written explanation why your organization did not choose the lowest bidder. (Please label as Attachment 2.)
      __ Product specification(s) best met organization’s needs.
      __ Needed to match compatibility with existing equipment and/or vehicles.
      __ Sole provider or manufacturer of necessary item.
      __ Pursuant to a City, State or National Purchasing Contract.
      __ Other reason: ______________________

3) Vendor Identification: Please identify the vendors that your organization has chosen or intends to select for the project.
   a. Note: Must attach a list of all the vendors your organization has chosen to use with this affirmation. (Please label as Attachment 3.)

4) Vendor Affiliation: Are the selected vendors affiliated to your organization and/or any of your organization’s staff?
   Yes ___ No ___
   a. If Yes, did you first obtain the City’s written approval? If so, please explain how the transaction consists of an arms-length transaction. (Please label as Attachment 4.)

I solemnly declare and affirm under penalties of perjury that the contents of this affirmation and its attachments are true and correct to the best of my knowledge and information. I also hereby affirm that I am the Chief Financial Officer of the Funding Recipient and that I possess the legal authority to make this affirmation on behalf of the Funding Recipient.

FUNDING RECIPIENTS
CHIEF FINANCIAL OFFICER:

Subscribed and sworn to before me:
The ______ day of _____________________ 20___

By

Name:

Title:

Date:

Notary Public
Commission Expires: ______________ 20___

DDC Procurement Affirmation
January 2019 Form
Sample scenario that only requires Attachments 1 & 3 from the Procurement Affirmation Form, since the Funding Recipient received bids from three vendors and selected the vendor that submitted the lowest bid.

Attachment 1
We received bids from three vendors for the Computer Equipment that was purchased

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dell</td>
<td>$48,000.00</td>
</tr>
<tr>
<td>HP</td>
<td>$49,000.00</td>
</tr>
<tr>
<td>Apple</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Attachment 3
We decided to purchase the equipment from Dell.
NYC Department of Design and Construction
Procurement Affirmation Form

XYZ Center for the Elderly – Mobile Medical Van Purchase

Sample scenario that requires Attachments 1, 2, & 3 from the Procurement Affirmation Form, due to the Funding Recipient not obtaining bids from three vendors or not selecting the vendor that submitted the lowest bid. Explanations are provided, as to why the Funding Recipient did not go through the standard process.

Attachment 1

XYZ Center for the Elderly did not receive three bids, because the mobile medical van was built to meet the unique specification required by our organization to deliver its specialized program services. The vehicle as designed is custom built and does not exist in a normal retail environment.

Attachment 2

The lowest bid was not selected, because the vehicle was built to our organization’s specification by the manufacturer who specializes in custom built vehicles.

Attachment 3

XYZ Center for the Elderly chose ABC Specialty Vehicles
Sample Procurement Affirmation Form and Payment Requisition Forms

Please see the next three pages for footnotes on this form and completed examples of this.
Notes on Payment Requisition Form A

1. Pay Period covers the timeframe from the date of the invoice to the date the payment was cleared. If the reimbursement request contains multiple invoices, then the pay period will range from the earliest invoice date to the latest payment cleared date.

2. Payment Type should be checked Final, only if the reimbursement amount will bring the contract balance to $0.

3. Funding Recipient will list each item in detail, even if it wasn’t purchased under the current request or was already reimbursed under a previous request, from the Budget Spreadsheet in the Funding Agreement. (add additional pages, if necessary) If an item billed on the invoice differs from the item listed on the original Budget Spreadsheet, then list the equivalent/replacement item in place of the original item and provide an explanation for the change (e.g. discontinued model number/item) on a separate email.

4. The dollar amount of the Scheduled Value of the item is taken from the Budget Spreadsheet in the Funding Agreement. If the invoiced item differs from the item listed in the original budget, use the same dollar amount from the original item for the equivalent/replacement item.

5. The Adjusted Value is the dollar amount of the item from the invoice.

6. The From Previous Applications amount is entered for each item invoiced and reimbursed from prior requests made under the Funding Agreement. If an invoiced item has not been previously reimbursed, then leave this field blank.

7. The amount entered for This Period will be equal to the Adjusted Value for the item under the current reimbursement request.

8. If the Adjusted Value total exceeds the Award Amount, the DDC Project Manager will make an adjustment to the Adjusted Value total, so that it equals the Award Amount.

9. This document is signed and dated by the DDC Project Manager.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>DESCRIPTION</th>
<th>SCHEDULED AMOUNT</th>
<th>ADJUSTED VALUE</th>
<th>FROM PREVIOUS APPLIICATIONS</th>
<th>TOTAL TO DATE</th>
<th>BALANCE TO FINISH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NVT EXTERIOR BOX STYLE CAMERA</td>
<td>$3,172.50</td>
<td>$1,372.50</td>
<td>$1,372.50</td>
<td>$4,372.50</td>
<td>100%</td>
</tr>
<tr>
<td>2</td>
<td>NVT EXTERIOR CAMERA-DOME</td>
<td>$3,172.50</td>
<td>$1,372.50</td>
<td>$1,372.50</td>
<td>$4,372.50</td>
<td>100%</td>
</tr>
<tr>
<td>3</td>
<td>NVT EXTERIOR CAMERA-MEGA PIXEL</td>
<td>$3,172.50</td>
<td>$1,372.50</td>
<td>$1,372.50</td>
<td>$4,372.50</td>
<td>100%</td>
</tr>
<tr>
<td>4</td>
<td>NVT EXTERIOR CAMERA-DOME</td>
<td>$3,172.50</td>
<td>$1,372.50</td>
<td>$1,372.50</td>
<td>$4,372.50</td>
<td>100%</td>
</tr>
<tr>
<td>5</td>
<td>NVT EXTERIOR CAMERA-MEGA PIXEL</td>
<td>$3,172.50</td>
<td>$1,372.50</td>
<td>$1,372.50</td>
<td>$4,372.50</td>
<td>100%</td>
</tr>
<tr>
<td>6</td>
<td>NVT EXTERIOR CAMERA-DOME</td>
<td>$3,172.50</td>
<td>$1,372.50</td>
<td>$1,372.50</td>
<td>$4,372.50</td>
<td>100%</td>
</tr>
<tr>
<td>7</td>
<td>NVT EXTERIOR CAMERA-MEGA PIXEL</td>
<td>$3,172.50</td>
<td>$1,372.50</td>
<td>$1,372.50</td>
<td>$4,372.50</td>
<td>100%</td>
</tr>
</tbody>
</table>

**PAYMENT REQUISITION FORM**

**AWARD REGISTRATION NO.: 10/08/17**

**AWARD REGISTRATION DATE: 10/08/17**

**PAYMENT TYPE: PARTIAL**

**PAYMENT AMOUNT: $125,711.00**

---

**ATTACHMENT 30**

**Sample Procurement Affirmation Forms and Payment Requisition Forms**

---

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DEPARTMENT OF DESIGN AND CONSTRUCTION
DISCRETIONARY CAPITAL AWARD

PAYMENT REQUISITION: FORM C

Title of Award Agreement: ____________________________ Payment No. __________

Award Registration No. ______________________________ FMS ID: __________

1. ORIGINAL FUNDING AGREEMENT AWARD AMOUNT $ __________

2. ANY NET CHANGE $ __________

3. AWARD AGREEMENT AMOUNT TO DATE (1 + or - 2) $ __________

4. TOTAL COMPLETED (Column G or Part A) $ __________

5. LESS TOTAL OF ALL PREVIOUSLY APPROVED PAYMENT REQUISITIONS $ __________

6. CURRENT PAYMENT DUE $ __________

7. AMOUNT WITHHELD BY REPM $ __________

REASONS:

8. PAYMENT DUE $ __________

9. AMOUNT WITHHELD BY EAO $ __________

REASONS:

10. PAYMENT AMOUNT APPROVED BY EAO $ __________

11. AMOUNT WITHHELD BY CFO $ __________

REASONS:

12. PAYMENT AMOUNT APPROVED BY CFO $ __________

ORGANIZATION'S CERTIFICATE

The undersigned Organization certifies that all items, units, quantities and materials shown on this requisition is correct, that all work has been performed and materials supplied in full accordance with the terms and conditions of the Funding Agreement between the Department of Design and Construction of the City of New York and (Organization) dated __________, and all related changes thereto; that all Funding Agreement reports are attached, and that the above is a true and correct statement of the Funding Agreement account up to and including the last day of the period covered by this requisition and that no part of the "Current Payment Due" has been received.

Signature ___________________________________________ Federal taxpayer I.D. # ______________________________

Name (Print) ______________________________________ Date ____________________________________________

Title (Print) ________________________________________

PROJECT MANAGER'S CERTIFICATE

I certify that I have verified this requisition and that to the best of my knowledge and belief it is a true and correct statement of the materials supplied by the Organization and that all work and materials included in this estimate has been inspected by me or my duly authorized assistants and has been found to comply with the terms and conditions of the corresponding Funding Agreement and authorized changes thereto.

Signature ___________________________________________ Date: __________

Name (Print) ______________________________________

Title (Print) ________________________________________

The Project Manager's Certificate section of this form is filled out by the DDC Project Manager, not by the Funding Recipient.

This form must be mailed to us with the original signatures.
Notes on Proof of Payment for Invoices

The funding recipient must provide documentation showing that the invoices were paid in full. Below is a list of acceptable forms of proof of payment:

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancelled Check</td>
<td>Both the front and back of the check must be scanned, along with the financial institution’s stamp on the back of the check, showing that the check was cleared. See the example below.</td>
</tr>
<tr>
<td>Electronic Wire Transfer/ACH/Debit Card Payment</td>
<td>The Funding Recipient must provide a copy of the bank statement showing the transaction(s).</td>
</tr>
<tr>
<td>Credit Card</td>
<td>The Funding Recipient must provide a copy of the credit card statement showing the transaction(s), along with a copy of the cancelled check showing that the statement balance was paid in full.</td>
</tr>
</tbody>
</table>

Screenshots from the group’s internal invoicing and payment system showing an invoice was paid, is not an acceptable form of proof of payment. If the group can not locate any proof of payment for an invoice, then they must obtain a letter, referencing the invoice number(s) and dollar amount and signed by the vendor’s accounting department, confirming the invoice(s) was paid.

Sample Cancelled Check

![Sample Cancelled Check Image]
PAYMENT CHECKLIST FOR EQUIPMENT:
Documents To Be Provided within One (1) Year of Registration

All items listed below must be provided to the DDC Project Manager assigned to your organization’s project in order to receive reimbursement. Please include this checklist as a cover sheet with all of the below-requested documents included as attachments – incomplete submissions will not be accepted.

Legal Documents Required
All the forms mentioned below can be found under the “Lien Recording Documents” section at: https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page

- Attorney Equipment Lien Attestation Form
  - Before the Funding Recipient’s attorney may complete DDC’s required Attorney Equipment Lien Attestation Form, the Funding Recipient must make sure to provide its attorney with DDC’s UCC Guidelines for a detailed explanation of the agency’s lien review and UCC filing requirements.
  - Once all of the requirements mentioned in DDC’s UCC Guidelines are complete, then the Funding Recipient’s attorney must prepare and sign-off on DDC’s Attorney Equipment Lien Attestation Form after the necessary UCC-1 financing statement and any UCC-3 amendment statements, as applicable, are filed with the New York State Department of State.

- Certificate of Property Insurance
  - The form must state the property that is insured and list DDC as the Certificate Holder and Additional Insured.

- Software License Assignment(s), (if applicable)
  - Submit the final versions of all applicable software license assignment agreement(s) for each vendor.

Payment Reimbursement Forms
DDC’s Procurement Forms can be found under the “Payment Requisition Forms” section at: https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page

- Procurement Affirmation
  - This form must be fully completed and all attachments must be included.

- Electronic Funds Transfer (EFT) Form
  - The EFT Form is located in Schedule I of the Funding Agreement.

- Payment Requisition Forms
  - Complete both DDC Payment Requisition Forms A & C
  - These forms must be accompanied with copies of all receipts and proof(s) of payment.

Compliance and Inventory Reporting
** Note: Pursuant to the Vehicle Funding Agreement, all Funding Recipients that receive reimbursement from the City must also remember to submit: 1) a yearly Compliance Report; and 2) an Inventory of the City-funded Equipment, to the City at the following address:
  Attn.: Compliance Officer, Counsel’s Office
  Office of Management and Budget
  255 Greenwich Street
  New York, New York 10007
ATTACHMENT 31
Sample Attorney Equipment Lien Attestation Form

ATTORNEY EQUIPMENT LIEN ATTESTATION FORM
RE: RECOGNITION AND PERFECTION OF THE CITY’S SECURITY INTEREST IN CITY-FUNDED EQUIPMENT
PURSUANT TO DDC'S FUNDING / SECURITY AGREEMENTS & ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE ("UCC")

PROJECT / CLIENT INFORMATION:

FUNDING RECIPIENT: ____________________________
FUNDING AGREEMENT DATED AS OF: ______________, 20__ / SECURITY AGREEMENT DATED AS OF: ______________, 20__
EQUIPMENT FUNDING AMOUNT: $ ____________________________

FORM INSTRUCTIONS:

This form requires the Funding Recipient’s attorney to attest that the Funding Recipient has complied with the requirements set forth in DDC’s Funding and Security Agreement in order to secure a perfected security interest for the City pursuant to Article 9 of the UCC with respect to the City-Funded Equipment and other Collateral covered by the Security Agreement.

- The City’s UCC-related requirements that apply to the completion of this form are specified in DDC’s UCC Guidelines attached to this form.
- (Note: Capitalized terms included in this form are defined in the City’s Funding and Security Agreement.)

FUNDING RECIPIENT’S ATTORNEY INFORMATION:

ATTORNEY NAME: ____________________________
First Name: ____________________________
Last Name: ____________________________
Work as: 
- In-house Counsel for the Funding Recipient
- Law Firm Representing Client
Law Firm or Company Name: ____________________________
Contact Information:
Address: ____________________________
City: ____________________________
State: ____________________________
Zip Code: ____________________________
Telephone Number: ____________________________
Email Address: ____________________________

LIEN SEARCH REPORT:

- [Attach Lien Search Report]: Pursuant to Section 2.03(b) of the Funding Agreement, please attach to this form a copy of the UCC, judgment and tax lien search conducted by a reputable title company or other established lien search company reasonably satisfactory to the City dated not more than thirty (30) days prior to the date of the Funding Agreement, which should evidence that there are no Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement except Liens in favor of the City and Permitted HUD Liens.
- This lien search should specifically use the full legal name of the Funding Recipient as delineated in the Funding Agreement.

ATTESATION:

As the attorney that is representing the above-mentioned Funding Recipient with the compliance of the UCC condition precedent requirements to the City’s disbursement of City Funding pursuant to Section 6.02 of DDC’s Funding Agreement, I attest, in reliance on the accuracy of the UCC, tax and judgment lien search report by a reputable title company or other established lien search company performed under the Funding Recipient’s complete and official corporate name as found on file with the New York State Department of State and the Funding Recipient’s representations relating to its UCC liens, tax liens and judgments, that: (Check all applicable.)

- Judgments and Tax Liens, as applicable:
  - The Funding Recipient has addressed and satisfied any and all pending judgments and tax liens, and has properly filed the necessary paperwork to remove any such Liens with the court and/or has submitted the requisite payment(s) to the appropriate Federal, State and/or City government offices.

- UCC-3 Amendment Statement(s), as applicable:
  - The Funding Recipient has properly filed with the appropriate office of the New York State Department of State ("WISDOS") the necessary UCC amendment financing statement form(s) ("UCC-3") required to terminate of record any Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement, except Liens in favor of the City and Permitted HUD Liens.
  - The amendment statement(s) utilized the City’s required provisions and template exhibit as noted in DDC’s UCC Guidelines, and will serve to carve-out the City’s security interest in the City-Funded Equipment and ensure the perfection of the City’s security interest.
  - Moreover, any and all competing liens with the Dormitory Authority of the State of New York ("DASNY") have also been amended with UCC-3 amendment statements.
  - Attach a copy of each UCC-3 Amendment Statement(s) filed with the NYSDOS.
Sample Attorney Equipment Lien Attestation Form

ATTORNEY EQUIPMENT LIEN ATTESTATION FORM
Re: Recordation and Perfection of the City's Security Interest in City-Funded Equipment Pursuant to DDC’s Funding / Security Agreements & Article 9 of the Uniform Commercial Code (“UCC”)

Permitted HUD Lien Subordination Agreement(s), as applicable:
- The Funding Recipient has executed the template HUD and City approved subordination agreement with HUD and the HUD-insured lender(s) as listed in Schedule V of the Funding Agreement for the project (and as explained in DDC’s UCC Guidelines.)
- The Funding Recipient has also ensured that the subordination agreement(s) has/have been properly filed as an UCC-3 amendment statement(s) against the competing HUD-related UCC lien(s) on file with the NYSDOS.
- Attach a copy of each UCC-3 amendment statement(s) filed with the NYSDOS.

Mandatory UCC-1 Financing Statement:
- Upon first clearing any and all competing Lien interests (as listed above on this form), the Funding Recipient has properly filed with the appropriate office of the NYSDOS a Financing Statement Form (“UCC-1”) with respect to City-Funded Equipment covered by the Reimbursement Request and other Collateral covered by the Security Agreement. Pursuant to the requirements of the City’s Funding and Security Agreements, this UCC-1 filing will serve to perfect the City’s security interest in the City-Funded Equipment, as any and all competing Liens on file with the NYSDOS have either been satisfied, amended or subordinated as above-noted.
- The UCC-1 financing statement must:
  - use the City's required provisions and template exhibit language (as shown in the sample provided in DDC’s UCC Guidelines); and
  - include a DDC-approved equipment exhibit from DDC’s Project Manager based on the payment requisition for the equipment reimbursement submitted to DDC by the Funding Recipient.
- Attach a copy of the UCC-1 financing statement(s) filed with the NYSDOS.

As checked off above, I hereby attest that, in my opinion, the following items have been properly addressed, recorded and/or validly executed: the UCC-1 financing statement; satisfaction of judgment(s) (as applicable); release or withdrawal of tax lien(s) (as applicable); Permitted HUD Lien subordination agreement(s) (as applicable); and UCC-3 amendment statement(s) (as applicable). I certify under penalty of perjury that the foregoing information is true and correct.

This form must be mailed to us with the original signatures.

Attorney Signature

___________________________
Date
# Sample Certificate of Property Insurance

**CERTIFICATE OF PROPERTY INSURANCE**

_This certificate is issued as a matter of information only and conveys no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder._

**PRODUCER**

**INSURED**

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
<th>INSURER F</th>
</tr>
</thead>
</table>

**COVERAGES**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 191. Additional Remarks Schedule, if more space is required)

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>COVERED PROPERTY</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY DEDUCTIBLES</td>
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<td>BASIC BUILDING</td>
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<tr>
<td>ADDITIONAL CONTENTS</td>
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<td>SPECIAL END-OF-TERM</td>
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<td>FLOOD</td>
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<tr>
<td>INLAND MARINE TYPE OF POLICY</td>
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<td>NAMED PERILS POLICY NUMBER</td>
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<td>CRIME TYPE OF POLICY</td>
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<td>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</td>
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</tbody>
</table>

**SPECIAL CONDITIONS / OTHER COVERAGE** (ACORD 191, Additional Remarks Schedule may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PAYMENT CHECKLIST FOR VEHICLES:
Documents To Be Provided within One (1) Year of Registration

All items listed below must be provided to the DDC Project Manager assigned to your organization’s project in order to receive reimbursement. Include this checklist as a cover sheet with all of the below-requested documents included as attachments — incomplete submissions will not be accepted.

DMV Lien Filing Required Forms + Judgment and Tax Lien Search
**All DMV/Title Forms can be found under the “Lien Recording Documents” section at:**
https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page

### A Judgement and Tax Lien Search
- Funding Recipients must provide an updated judgment and tax lien search with respect to your organization from an independent lien search company.
- Funding recipient must address all open judgment and tax liens before DDC may proceed with reimbursement.

### File Lien in Favor of the City on the Original Certificate of Title for Each Vehicle
- There are two approaches for filing the City’s lien on a vehicle to be reimbursed by the agency:

<table>
<thead>
<tr>
<th>Approach #1: (Recommended)</th>
<th>Approach #2</th>
</tr>
</thead>
</table>
| Request that the dealership and/or manufacturer of each vehicle include the City’s lien on the vehicle’s certificate of title upon purchase. **DDC’s Lien Filing Code is**: 47955.  
  - The lien must state: “City of New York, acting by and through its Department of Design and Construction.”  
  - Your organization will need to submit proof of the lien on the certificate of title of each vehicle. | Provide DDC with the original certificate of title for each vehicle to DDC’s Project Manager and retain a copy of the certificate.  
  - Complete New York State Department of Motor Vehicles (“DMV”) form MV-900 for each vehicle and submit an original signed copy to DDC (DMV will not accept photocopies or faxes of this document.)  
  - The DMV MV-900 form can be found on the DMV’s website or on DDC’s NFP website under the “Lien Recording Documents” section at: https://www1.nyc.gov/assets/ddc/downloads/not-for-profit/ddc-dept-of-motor-vehicles-form.pdf  
  - DDC will submit the completed original MV-900 Form to the DMV. Once DMV files the City’s lien on the certificate of title for each vehicle and returns the certificate of title(s) back to DDC, the agency will return the original certificate(s) to your organization. |

### Motor Vehicle Registration with the DMV
- DDC must be able to find the lien on each vehicle on the DMV’s website using the Vehicle Identification Number (VIN), model year and make of each vehicle at: https://process.dmv.ny.gov/titlestatus/

### Insurance Identification Card
- Insurance policy must be up to date and Year, Make, & VIN of the vehicle must match the DMV Registration & Certificate of Title.

**Payment Reimbursement Forms**
DDC’s Procurement Forms can be found under the “Payment Requisition Forms” section at:
https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page

###_procurement affirmation
- This form must be fully completed and all attachments must be included.

### Electronic Funds Transfer (EFT) Form
- The EFT Form is located in Schedule I of the Funding Agreement.

### Payment Requisition Forms
- Complete both DDC Payment Requisition Forms A & C
- These forms must be accompanied with copies of all receipts and proof(s) of payment.

**Compliance and Inventory Reporting**
**Note:** Pursuant to the Vehicle Funding Agreement, all Funding Recipients that receive reimbursement from the City must also remember to submit: 1) a yearly Compliance Report; and 2) an inventory of the City-funded vehicles, to the City at the following address:

\[\text{Attn.: Compliance Officer, Counsel’s Office} \]
\[\text{Office of Management and Budget} \]
\[\text{255 Greenwich Street} \]
\[\text{New York, New York 10007} \]
May 15, 2018

Re: Title No.: [redacted]
Parties: [redacted]
Premises: New York, NY

Dear [redacted]

Please be advised that we have searched the records in the New York County Clerk’s Office through 4/25/2018 on the above-referenced party, and find the following:

Judgment, Lien and UCC Search:

A judgment and lien search against [redacted] reveals one (1) Parking Violations Bureau judgment. (Exhibit A)

The Company’s liability is hereby limited to the cost of this search and No Policy will be issued hereunder.

Enclosed please find our invoice. Your prompt payment is appreciated.

Please feel free to contact us with any questions or concerns.

Very truly yours,
PVB - (Parking Violations Bureau - Ending Date 04/26/13)
Search Parameters - CORF:  

No. of Judgments - 1  Plate No.  
Ant:  Interest:  

END RETURNS
*****************************************************************************

https://oma.edatatrace.com/

Exhibit A
Sample Certificate of Title showing DDC as the lienholder

This document is your proof of ownership for this vehicle, boat or marine vessel. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or marine vessel, complete the transfer section on the back and give this title to the new owner.

<Details from the certificate>

Date Issued: 8/09/17

* ONE LIEN RECORDED *

<Addresses and details of lienholders>
Sample New York State Insurance Identification Card

NEW YORK STATE INSURANCE IDENTIFICATION CARD

Policy Number: NYPOLICY12345

Name & Address of Issuer:
DMV All Lines Agency
6 Empire State Plaza
Albany NY 12228

Name & Address of Insured:
MOTORIST, MICHAEL M
123 SWAN STREET
ALBANY, NY 12228

Effective Date: 12/1/2000
Expiration Date: 12/1/2001
Vehicle Identification Number: NYDMVIN123456789

WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of Insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.

This name of the registrant and the name of the insured must coincide.

Replacement Vehicle Notification:
DMV will only process a vehicle change (re-registration) using the replaced vehicle's current registration.

FAX: Scanable Bar Code

FAX INSTRUCTIONS:
1. The entire card must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and a scanable bar code will be returned.
3. A fixed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a fixed ID card without a scanable bar code.

Appendix 32-1
END OF HANDBOOK