



TESTIMONY OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS

BEFORE THE NEW YORK CITY COUNCIL COMMITTEE ON CONTRACTS

October 23, 2017

Good afternoon, Chair Rosenthal and members of the Committee on Contracts. My name is Evan Hines and I am the First Deputy Commissioner for the Department of Information Technology and Telecommunications, also known as DoITT. I am here today to speak about DoITT's role in large technology contracts, and the tremendous progress we've made in the last few years to deliver projects on schedule and within budget through improved contract vehicles, better project governance and a reduced reliance on vendors to perform work more appropriately done by the City's own talented workforce.

As the City's shared-service IT agency, DoITT supports the underlying technology for many City agencies and entities, and provides assistance, expertise, and advice when agencies require it. DoITT also administers citywide IT contracts that agencies can leverage for IT professional services and goods.

In 2014, DoITT made great strides in its procurement practices by registering a new set of citywide contracts. These contracts expanded the breadth and depth of services offered, increased competition and opened eligibility to small businesses by creating a new class of smaller contracts, and strengthened terms and conditions to ensure accountability, quality of staff, and timely performance. As just one example of improvement, we now protect the City by demanding liquidated damages for delays caused by a vendor.

However, while important, strong contracts alone do not ensure a project's delivery on time and on budget. For that, strong governance is also essential. Since Anne Roest became Commissioner of DoITT in 2014, we have strengthened governance practices for all DoITT-led projects, and we continue to work with the City's technology leadership to proliferate those practices citywide.

Nowhere is this new governance approach more apparent than with the restart of the City's Emergency Communications Transformation Project, also known as ECTP. As a reminder, ECTP includes the construction and full technology outfitting of a new, state-of-the-art public safety answering center, PSAC 2, in the Bronx. This effort is critical to ensuring the resiliency of

the nation's largest, busiest and most complex 911 system. The building is tremendously strong, with fully redundant and resilient IT systems, and mechanical and power systems configured to ensure its continued operation even in the face of an adverse event. This should give New Yorkers true peace of mind—that even in a city as large as theirs, which handles millions more 911 calls than any other city in the U.S., their call for help will always be answered.

In 2014, after several years and hundreds of millions already invested, this project's previous leadership announced it would be further delayed—and require an additional \$100 million to complete. Mayor de Blasio then halted all work on the program and ordered Commissioner Roest to conduct a 60-day assessment and generate an action plan for moving it forward.

DoITT executed, and as a result, ECTP's governance was fundamentally transformed in three ways. First, the ECTP Steering committee was created, bringing together senior management from City Hall, OMB, FDNY, NYPD, and DoITT. The committee sets goals, meets monthly to review progress towards these goals, ensures cross-agency collaboration, and remains vigilant on overall project scope and budget. Second, Commissioner Roest was designated as the single point of project accountability. Third, the City replaced the systems integrator project team with City employees across all workstreams, eliminating multiple layers of vendors who had served as not much more as a middleman.

At the same time, and in addition to DoITT's efforts, DOI conducted an investigation into ECTP, ultimately recommending the use of an integrity monitor to independently assess the project. I am happy to say today that the integrity monitor has confirmed that ECTP is now where it needs to be: on time and under budget.

And we are not stopping there. Today, we are applying the same type of best practices for DoITT's largest and most critical projects, including the replacement of the core customer relationship management system that powers 311, the implementation of the City's first Text-to-911, and the NextGeneration 911 project.

We take spending very seriously, as demonstrated by our successful avoidance of a proposed \$100 million overrun in ECTP to deliver the project on budget, so we want to provide some context for our recent Local Law 18 (LL18) reports. While LL18 reporting is a crucial mechanism for tracking significant contract value increases, it is important to note that an increase in contract value does not necessarily translate to project cost overruns. In fact, the increases to contracts DoITT has recently disclosed in relation to this law are *not* due to cost overruns, but rather additional necessary scope or work.

For example, the Verizon/Telesector E-911 contract referenced in the most recent LL18 report was procured to accommodate a variety of necessary services related to 911. This contract was originally leveraged for ECTP, and we have since added funding for other projects, such as Text-to-911. This was noted on the LL18 report, but it is not an overrun in any sense. On the contrary,

we are pleased to be able to appropriately leverage an existing contract to offer long-awaited and critical emergency communications services to New Yorkers. This amounts to a win-win for the City and the people we serve, saving time and increasing efficiency as we go about this important work.

I hope this gives a clear and compelling picture of the meaningful progress we have made in our IT contracts. Thank you again for the opportunity to speak about this important topic. This concludes my prepared testimony, and I am happy to answer the Committee's questions.

###

**Testimony of Michael Owh,
Director of the Mayor's Office of Contract Services, and
City Chief Procurement Officer
Before the New York City Council Committee on Contracts
"Oversight -Cost Overruns and Improving the City's Management of Large Technology Contracts"
October 23, 2017**

Good afternoon Chair Rosenthal and members of the City Council Committee on Contracts. My name is Michael Owh and I am the Director of the Mayor's Office of Contract Services (MOCS) and the City Chief Procurement Officer (CCPO). Thank you for the opportunity to testify about Local Law 18 of 2012 (LL 18) and the City's management of large technology contracts.

MOCS is the procurement oversight agency that works with other City agencies, vendors and providers to ensure that the contract process is fair, efficient, transparent and cost effective. Procurement is the process by which the City of New York purchases goods and services. This can be for a wide range of activities such as the purchase of office chairs to the operation of after-school program programs. MOCS' procurement oversight role spans from the review of pre-solicitation documents to the awarding of the contract. It is important to MOCS that City contracts are executed carefully to ensure that the best value of high quality goods and services is received for each taxpayer dollar spent.

LL 18 information highlights large contract modifications. LL 18 provides a tracking mechanism for capially funded contracts when they are modified or extended. It requires MOCS to report quarterly to the New York City Council a list of contracts that meet two specific statutory requirement categories:

- (a) capital contracts registered with an initial contract value of more than \$10 Million with a modification that exceeds the initial contract value by 20% or more; and
- (b) previously reported contracts with subsequent modifications that exceed the last reported value by 10% or more.

To meet LL 18 reporting requirements, MOCS must identify the contracts that fall within these two statutory categories and collaborate with respective City agencies to ascertain explanations for contract changes. Once this process is complete, MOCS sends this comprehensive report to the New York City Council.

Amendments to contracts are exercised for any number of reasons, such as increasing the number of units of the relevant good, extending contract implementation timeframes or to include additional authorized services. The City's Procurement Policy Board Rules anticipate and regulate how such modifications can be utilized. Agency project managers make the substantive decisions on modifications based on new information learned during implementation, but there are also reviews by the procurement and legal divisions. The transparency and collaboration that LL 18 fosters, benefits the overall oversight for these types of contracts.

MOCS is happy to continue to work with the Council and our agency partners to further add value to the procurement process. Thank you again for the opportunity to testify today. At this time, I will turn it over to my colleague from DOITT first Deputy Commissioner Evan Hines.



Testimony of Jordan Kroll
IT Alliance for Public Sector
Before the
New York City Council Committee on Contracts
October 23, 2017

Chairwoman Rosenthal and members of the Committee on Contracts, the Information Technology Alliance for Public Sector (ITAPS) appreciates the opportunity to share our perspective on information technology contracting and oversight in New York City. ITAPS, a division of the Information Technology Industry Council (ITI), is an alliance of leading technology companies offering the latest innovations and solutions to public sector markets. With a focus on the federal, state, and local levels of government, ITAPS advocates for improved procurement policies and practices in the public sector on behalf of almost ninety member companies involved in the delivery of hardware, software, services and solutions of information and communications technologies (IT). We appreciate the work the Council and the City have done thus far to improve upon the IT acquisition process, as well as oversight of program management of contracts, and urge the City to continue to promote continuous improvement in its procurement process. This will better enable agencies to fully recognize the benefits of innovation and products offered by the IT sector. In my remarks, I will make some general observations about the problems and challenges related to government IT acquisition and then offer a set of recommendations on how the City can bolster its track record of IT project implementation in the future and better modernize outdated, inefficient technology.

To start, I would like to make five general observations about the state of IT as it exists in the City:

1. Much of the City's technology is old and outdated and needs to be modernized.
2. The pace of change in technology is getting faster not slower.
3. As a result of these fast-paced changes, the longer the City waits the more costly, complex, and difficult it will be to modernize as the City will have adapt their systems to technology 3 generations ahead rather than just one.
4. The City cannot modernize alone – there needs to be a strong partnership between city employees, vendors, and the Council, with a shared goal of ensuring improved outcomes.
5. To get there, we need to simplify processes at every level. More bureaucracy and oversight will only serve to complicate the process.



Over the years, governments at every level have convened panels charged with addressing the acquisition challenges, and consistently, their recommendations for improving their system have centered on the identification and use of best business practices; coordination of acquisition management; simplification of procurement laws and regulations; increasing competition; increasing the use of commercial products and services; and ensuring continued development of procurement professionals. Unfortunately, these recommendations have often gone unheeded or outright ignored. To accomplish many of these changes, ITAPS has been, and continues to be, consistent in urging lawmakers to not recreate the wheel when it comes to IT acquisition. Many of the recommendations could be achieved by looking to the private sector as a partner to facilitate a transition from a procurement system based on government-unique requirements to a system centered on the procurement of commercial items that meet the City's needs through a more streamlined acquisition process.

As such, we urge the City to continue to incorporate continuous improvement into its public procurement process that will advance technological innovation across the city enterprise and produce the best outcome for its customers and citizens. With that in mind, our recommendations for strengthening the City's procurement processes are as follows:

1. **Specifically define the business problem to be solved during the pre-RFP process:** Without a well-defined and articulated problem and outcome that is sought to be achieved, the procurement process is likely to go off-course. Furthermore, when an agency is only open to one solution, it can miss out on cost-savings and other efficiencies that innovative solutions bring to the table.
2. **Communication and Contract Planning:** We believe broad communication between the IT vendor community and public agencies can significantly reduce the risk of underperformance and is particularly essential at the outset of planning a project to ensure that an agency understands the availability of solutions. Governmental entities should be committed to maximizing information sharing and greater communications in order to properly define an agency's business need, challenges and desired outcome, identify different types of solutions, and solicit feedback and ideas. In addition to the pre-solicitation communication techniques, agency communications must include providing adequate response times to request for proposals to allow vendor feedback on requirements, incorporating bidders' questions and answers to respond to ambiguity and inconsistencies in RFPs, and competitive negotiations that offer a better understanding of measuring project risks. Extended negotiations processes and inflexible terms and conditions that seek to disproportionately shift risk onto vendors serve as barriers to doing business with the City and result in a less efficient procurement

process that places the City at a significant disadvantage in acquiring innovative and cutting-edge IT. I would like to call your attention to the National Association of Chief Information Officers' (NASCIO) report on improving IT procurement, which offers a set of recommendations for governments including introducing more flexible terms and conditions and improving the negotiation process. We believe these recommendations serve as a starting point for the City as they consider options to improve upon their acquisition process as they will help to incentivize competition among vendors in a procurement process that operates more efficiently with fewer issues to negotiate.

3. Leveraging IT Expertise in Acquisition: Good IT governance is an essential ingredient to successful IT operations and project success. A unified or enterprise mindset can improve efficiency and effectiveness across the governing body and avoid fatal flaws in procurement. ITAPS supports the embedding of CIO staff expertise on cross-department acquisition project teams to improve IT planning, and maximize technology solutions, as well as aid in the development and evaluation of solicitations and proposals. Additionally, we believe inclusion of this type of expertise will aid in shortening the procurement process and mitigating project risk and cost overruns due to the ability of personnel to monitor project success and challenges.

4. Procurement Staff Training: Budget constraints for new skills training, pay inequity against the private sector, and an aging IT workforce compound the risk of successful IT projects across all levels of government. Governments should adequately fund in-depth training and professional development of procurement and IT staff throughout their career. This training could include continuing education of procurement officials in a variety of acquisition topics such as commercial item acquisition, agile acquisition practices, the scoring of proposals, debriefing vendors, understanding how to leverage existing procurement law, negotiations skills, contract risk analysis, commercial marketplace research on technology trends, and identifying best value for the taxpayer as ways to promote increase the opportunity for successful IT project completion.

While we recognize our recommendations only begin to scratch the surface on improving IT procurement, we believe that they serve as a guide in easing the transition to a more streamlined and cost-effective procurement system that focuses on outcomes for customers and enables the City to acquire modern IT at a commercial pace.

Thank you Chairwoman Rosenthal for the opportunity to testify today. I am happy to answer any questions.

Should Your Pay Go to Veteran's Overtime Thief NTT Data?



Human Resources
Administration
Department of
Social Services
Office of Contracts

W-2-196
Rev. 03/15

August 26, 2015

Steven Danks
Commissioner

Martha A. Calhoun
General Counsel

Vincent Pullo
Agency Chief
Contracting Officer

150 Greenwich Street
New York, NY 10007

929 221 6347

NTT DATA Federal Services, Inc. D/B/A NTT Data, Inc.

Attn: Tamara Latkovic
100 City Square
Boston, MA 02129

RE: Contract Amendment and Renewal - CT# 20151402612; PIN# 15GPCMI01001;
EPIN# 096-14G0049001

Amendment PIN# 15GPCMI01001A01; EPIN# 096-14G-0049001-A001

Dear Ms. Latkovic,

Pursuant to Sections 4-02 and 4-03 of the Procurement Policy Board (PPB) Rules, the New York City Human Resources Administration (HRA) hereby amends the above-referenced contract (CT# 20151402612) between HRA and NTT Data, Inc. This contract, for Information Technology Consulting Based Services – specifically for the services of one (1) consultant, working as a Systems Analyst under the Division of Accounts Receivable and Billing (DARB) Rewrite project – is amended to extend the term of the contract for an additional four (4) months from July 1, 2015 through October 31, 2015. The original contract amount of ninety-seven thousand, five hundred and eighty dollars (\$97,580.00) shall remain unchanged.

The contract is also amended to reflect one additional change to the original terms and conditions in the solicitation, which stated the following:

"Section D - Contract Administration:

Contractor Responsibilities

h. "The contractor must assign adequate personnel resources to the Agency's account sufficient to meet the performance requirements of this contract. Additionally, at the request of HRA, the vendor must be able to show that its personnel resources are qualified to perform the required services. The contractor specifically agrees that any and all of its employees, including subcontracted employees, which may work on-site at any NYC HRA business facility in connection with this Agreement must be free of any felony or misdemeanor convictions, including the wrongful taking of property. All of the contractor's personnel must carry proper company identification at all times. Such identification must show the employee and company name (if applicable) and must be presented upon request at all times. In addition, Contractor's staff must possess and display any HRA or work location-issued identification, and comply with any rules for its use on site."

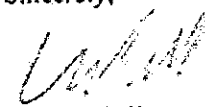
The contract is hereby amended to include the following statement:

"Notwithstanding any language in the solicitation, if an employee of the contractor or any of its subcontracted employees has a prior conviction, no action will be taken unless and until a determination is made as to whether the conviction is relevant to the duties of the position or poses an unreasonable danger to clients, co-workers or the public. Disqualification may result if the conviction is relevant or poses an unreasonable danger."

This change is necessary in order to maintain compliance with the New York State Human Rights Law and EEOC regulations. All other terms and conditions of the original contract are unchanged and shall remain in effect.

Please indicate your organization's acceptance of this amendment and its terms by having a person authorized to do so by your organization sign this letter in the space provided below, before a notary public, and have the latter acknowledge the same.

Sincerely,



Vincent Pullo

Accepted by:



Vendor Authorized Signature

9/10/2015
Date

Ed Epstein SVP NTT Data
Print Name and Title

The NTT DATA Group takes a very serious view of a bribery incident involving a former employee that occurred during the fiscal year, and has issued the Declaration of Compliance directed universally both within and outside the Group. Throughout the Group we are committed to doing our utmost to restore confidence rapidly, placing particular importance on revising internal systems and structures in order to ensure sound corporate ethics and prevent any recurrence.

[Declaration of Compliance]

We

- Shall be mindful of our corporate social responsibility and shall engage in business activity in fair and transparent manner.
- Shall abide by all laws and ordinances, agreements, and in-house rules and regulations, and in our business practices shall act in a socially conscious manner.
- Shall, based on moderation in our behavior, build relationships of trust with customers and work with them to create an affluent and fulfilling society.

Toru Yamashita
President and Chief Executive Officer
NTT DATA CORPORATION

THIS AGREEMENT ("Agreement"), dated as of this 9th day of Jan 2017, between the City of New York ("City"), acting through the Department of Social Services/Human Resources Administration ("Department" or "HRA"), with offices located at 150 Greenwich Street, New York, New York 10007, and NTT DATA Federal Services, Inc. d/b/a NTT DATA, Inc. ("Contractor"), with offices located at 100 City Square, Boston, Massachusetts 02129.

WITNESSETH:

WHEREAS, the General Services Administration ("GSA") has entered into a contract with Contractor contained in Federal Supply Schedule 70 or in another Federal Supply Schedule contract containing information technology ("IT") Special Item Numbers ("SINs") (the "Federal Contract"); and

WHEREAS, the federal E-Government Act of 2002 and related GSA regulations authorize local governments, including cities, to purchase IT goods and services off of the Federal Contract for the use of the local governments in accordance with the terms and provisions of the Federal Contract; and

WHEREAS, the Department has determined that there is a need for the said IT goods and/or services, Contractor has agreed to provide said IT goods and/or services, and the parties have agreed to enter into an Agreement to purchase these IT goods and/or services in accordance with the Federal Contract and in accordance with the terms and conditions set forth below;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. TERM, TERMINATION, AND MODIFICATION OF AGREEMENT

- 1.1 This Agreement shall commence on December 1, 2016 and terminate on December 31, 2019 subject to the term of the Contractor's underlying Federal Contract.
- 1.2 The Department, in its sole discretion, may renew this Agreement for up to one additional two-year period commencing on January 1, 2020 through December 31, 2022 subject to the term of the Contractor's underlying Federal Contract.
- 1.3 The Department may terminate this Agreement in writing with thirty (30) days' notice, or at any time with the mutual consent of both parties.
- 1.4 This Agreement may also be modified through the mutual written consent of both parties.

ARTICLE II. PAYMENT

- 2.1 The Department shall pay Contractor an amount not exceeding \$3,572,308.22 for the goods and/or services set forth in this Agreement, in accordance with the cost proposal.

Displaying Results 1-20 of 31 for: NTT DATA, INC.


Contract Number	Start Date	End Date	Current Amount	% Change Amount	PIN	NYC Agency
CT 857 20145400226	07/31/2013	07/31/2016	\$668,128.00	21 %	01713LASD2	CITYWIDE ADMIN SVCS (DCAS)
CT 040 20143011331	06/18/2014	06/30/2014	\$8,910.00	-64 %	61	EDUCATION
CT 040 20149480037	07/01/2013	06/30/2014	\$548,220.00	0 %	1C583	EDUCATION
CT 040 20149480038	07/01/2013	06/30/2014	\$14,000,000.00	4 %	1C583	EDUCATION
CT 040 20149480061	07/01/2013	06/30/2014	\$560,560.00	0 %	1C583	EDUCATION
CT 040 20149480062	07/01/2013	06/30/2014	\$343,009.00	0 %	1C583	EDUCATION
CT 040 20133048245	05/14/2013	06/30/2013	\$24,999.00	0 %	61	EDUCATION
CT 827 20121416547	12/01/2011	01/16/2015	\$19,218,061.00	-58 %	82708IT00067	SANITATION (DSNY)
CT 096 20151402592	05/01/2014	04/30/2017	\$1,138,740.00	0 %	096-14GPCM120601	HUMAN RESOURCES (HRA)
CT 040 20152036768	10/26/2015	06/30/2016	\$24,125.00	-3 %	49	EDUCATION
CT 127 20106200764	06/01/2010	05/31/2013	\$2,378,164.00	4 %	12710CA00073	FINANCIAL INFORMATION SERVICES (FISA)
CT 069 20141413445	12/01/2013	11/30/2016	\$1,800,441.00	0 %	09614G0012001	HUMAN RESOURCES (HRA)
CT 040 20159580196	07/01/2014	06/30/2016	\$2,973,375.00	36 %	1C583	EDUCATION
CT 040 20159580226	07/01/2014	06/30/2015	\$700,700.00	0 %	1C583	EDUCATION
PC 040 20163016803	10/29/2015	11/02/2015	\$1,978.00	0 %	49	EDUCATION
CT 069 20161408011	11/01/2015	10/31/2017	\$620,860.00	0 %	09615G0043001	HUMAN RESOURCES (HRA)
CT 069 20161412106	05/01/2015	04/30/2018	\$5,034,000.00	0 %	09615G0022001	HUMAN RESOURCES (HRA)
CT 040 20159580197	07/01/2014	06/30/2015	\$17,500,000.00	0 %	1C583	EDUCATION
CT 040 20159580211	07/01/2014	06/30/2015	\$12,170,494.00	1 %	1C583	EDUCATION
CT 096 20151402612	07/01/2014	10/31/2015	\$97,580.00	0 %	15GPCM101001	HUMAN RESOURCES (HRA)


OPEN BOOK NEW YORK

[Home](#) | [Overview](#) | [Search Tips](#) | [Contact Us](#) | [Feedback](#)










[Home](#) > [NYS Active Contract Search](#) > Contract Search Results

 Displaying all Active Contracts for
NTT DATA INC

[Printer Friendly \(PDF\)](#) 

[Download to an Excel Spreadsheet](#) 

9 Contracts Found - Displaying page 1 of 1

 Department/Facility	 Contract Number	 Current Contract Amount	 Spending to Date	 Contract Start Date	 Contract End Date	 Contract Description	 Contract Type	 Original Contract Approved/Filed Date
Office of Information Technology Services	C000308	\$0.00	\$0.00	07/02/2013	07/01/2018	TIER 2 LOT D HELPDESK	Consultant	06/04/2013
Attorney General, Office of the	C103378	\$621,296.00	\$124,164.00	01/01/2015	12/31/2019	IT Personal Services Back Drop Contract	Consultant	02/27/2015
Office of Mental Health	C008588	\$7,206,295.00	\$3,583,142.25	08/01/2013	07/31/2017	SOFTWARE LICENSE/MAINT/SUPPORT	Equipment	08/27/2013
Office of Mental Health	T100069	\$39,955.11	\$18,788.76	08/18/2016	08/17/2017	OBIEE Administrator	Contracts Not Subject to OSC Pre-Audit	09/30/2016
Office of General Services - Purchasing (P) Contracts	PH65775	\$52,000,000.00	\$38,750,646.43	11/01/2012	10/31/2017	Hourly Based IT Services (HBITS)	Consultant	05/09/2013
Office of General Services - Purchasing (P) Contracts	PB038AA	\$72,500,000.00	\$0.00	09/09/2015	09/08/2018	PBITS: TECH CONSULTING SVCES	Contracts Not Subject to	12/08/2015

NTT's contracts by federal agency		Contracts ending in: 17										Grand Total
		2012	2013	2014	2015	2016	2017	2018	2020	2021		
▼ BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT				\$25,902.23							\$25,902.23	
NTT DATA FEDERAL SERVICES, INC.				\$25,902.23							\$25,902.23	
▼ BUREAU OF THE CENSUS		\$24,804.20									\$24,804.20	
NTT AMERICA, INC.		\$24,804.20									\$24,804.20	
▼ DEPARTMENTAL OFFICES							\$544,014.35				\$544,014.35	
NTT DATA FEDERAL SERVICES, INC.							\$544,014.35				\$544,014.35	
DEPT. OF THE AIR FORCE		\$5,932,744.21	\$6,728,473.95	\$1,893,726.60	\$1,757,467.72	\$2,164,454.94					\$18,477,867.42	
NTT COMMUNICATIONS CORPORATION		\$78,312.32	\$61,463.73	\$53,433.44	\$44,757.00	\$58,525.98					\$296,692.47	
NTT DATA FEDERAL SERVICES, INC.		\$294,515.53	\$2,586,461.90								\$2,880,977.43	
NTT DOCOMO INCORPORATED (DOCOMO)		\$5,560,916.36	\$4,080,348.32	\$2,840,293.16	\$1,712,730.72	\$2,105,928.96					\$18,300,197.52	
DEPT. OF THE ARMY				\$15,275.00	\$40,000.00						\$55,275.00	
NTT ADVANCED TECHNOLOGY CORPORATION				\$15,275.00	\$40,000.00						\$55,275.00	
NTT SYSTEMS INC.												
DEPT. OF THE NAVY					\$17,001.00	\$239,760.00					\$256,761.00	
NTT DATA CORPORATION						\$239,760.00					\$239,760.00	
NTT DATA FEDERAL SERVICES, INC.					\$2,501.00						\$2,501.00	
NTT ENTERPRISES INC.					\$14,500.00						\$14,500.00	
ENVIRONMENTAL PROTECTION AGENCY				\$58,500.00	\$133,749.19		\$134,703.21				\$326,952.40	
NTT AMERICA, INC.				\$58,500.00	\$133,749.19		\$134,703.21				\$326,952.40	
▼ FARM SERVICE AGENCY			\$6,983.69								\$6,983.69	
NTT DOCOMO INC.			\$6,983.69								\$6,983.69	
FEDERAL BUREAU OF INVESTIGATION		\$3,354.16			\$355,951.05		\$1,557,720.18				\$1,917,025.39	
NTT DATA FEDERAL SERVICES, INC.		\$3,354.16			\$355,951.05		\$1,557,720.18				\$1,917,025.39	
▼ OFFICE OF POLICY, MANAGEMENT, AND BUDGET					\$508,593.89	\$529,862.25					\$1,038,456.14	
NTT DATA FEDERAL SERVICES, INC.					\$508,593.89	\$529,862.25					\$1,038,456.14	
▼ OFFICE OF PROCUREMENT OPERATIONS								\$250.00	\$2,142,231.89		\$2,142,481.89	
NTT DATA FEDERAL SERVICES, INC.								\$250.00	\$2,142,231.89		\$2,142,481.89	
SECURITIES AND EXCHANGE COMMISSION				\$15,061,811.57							\$15,061,811.57	
NTT DATA FEDERAL, INC.				\$15,061,811.57							\$15,061,811.57	
U.S. CITIZENSHIP AND IMMIGRATION SERVICES			\$509,270.00	\$16,916,540.60	\$37,080,924.27			\$25,525,539.00			\$80,032,273.87	
NTT DATA FEDERAL SERVICES, INC.			\$509,270.00	\$16,916,540.60	\$37,080,924.27			\$25,525,539.00			\$80,032,273.87	
U.S. COAST GUARD			\$30,048.00								\$30,048.00	
NTT DOCOMO INC.			\$30,048.00								\$30,048.00	
U.S. CUSTOMS AND BORDER PROTECTION		\$1,461,000.00	\$3,445,732.33	\$3,274,767.58	\$6,693,254.68	\$4,454,834.35	\$5,633,258.87			\$1,905,351.27	\$26,868,199.08	
NTT DATA FEDERAL SERVICES, INC.		\$1,461,000.00	\$3,445,732.33	\$3,274,767.58	\$6,693,254.68	\$4,454,834.35	\$5,633,258.87			\$1,905,351.27	\$26,868,199.08	
Grand Total		\$7,422,907.57	\$10,694,626.74	\$37,220,621.35	\$46,586,941.80	\$7,388,911.54	\$7,869,696.61	\$25,525,789.00	\$2,142,231.89	\$1,905,351.27	\$166,757,051.77	

From: Ed Epstein
Sent: Tuesday, April 10, 2012 3:52 PM
To: Sharin Newman
Subject: RE: Point of contact for issues that need to be escalated at MISI

Your last sentence is not true. I have had 5 emails with him today. He looks for issues at every step. See what I just sent. And, he wants penalties in our agreement.

Edward Epstein | Regional Senior Vice President, Strategic Staffing | NTT DATA Inc | w 610 257 3036 | m 215 913 6664 | ed.epstein@nttdata.com | nttdata.com/americas

From: Sharin Newman
Sent: Tuesday, April 10, 2012 4:41 PM
To: Ed Epstein
Subject: RE: Example of a lack of response from your firm

Explain to me:

I would suggest you guys discuss how we work together and how we communicate. Me, Keith and

1" though, I would suggest we part ways and see how he reacts. Do this first? Right now? How should I lay it up?

I know he an awful consultant, but please keep in mind the client really likes him. What about the repercussions from that side if I just cut him loose? It is very hard to hire right now at CS, a backfill is probably a non-issue.

On Apr 11, 2012, at 7:59 AM, "Ed Epstein" <Ed.Epstein@nttdata.com> wrote

It can just be you, but if you feel that others need to join you, then I guess so. At this point, this guy has wasted so much time of so many people that I would hate to see that continue.

Yes, I would do that 1" and in-person. Say something like, "it looks like things are not working out between you and MISI. We don't seem to be handling things the right / ethical / responsible way in your eyes. Maybe we both should just figure out how to part way." "I can talk and explain to the client and we can work on a backfill for you and you can look for another assignment". "it's not our preference, but seems to be the right thing given your frustration"

Edward Epstein | Regional Senior Vice President, Strategic Staffing | NTT DATA Inc | w 610 257 3036 | m 215 913 6664 | ed.epstein@nttdata.com | nttdata.com/americas

Sent: Monday, April 23, 2012 9:56 AM

To: 'Keith Backer'

Subject: Re: Question about Credit Suisse's work schedules for contingent workers

Keith,

Can you find out from your firm's contacts at Credit Suisse why the firm in New York has a policy that requires contingent workers to be assigned work schedules that are consistently for an hour longer than colleagues that are permanent employees and working on the same teams?

Since this was never the case when I worked at Credit Suisse in Japan nor at any other firms in the U.S. and Japan, I would like clarification about this.

From: Ed Epstein

Sent: Wednesday, April 25, 2012 12:53 PM

To: Sharin Newman; Keith Backer; Meghan Duffy

Subject: FW: Harrassment & unprofessionalism by Sharin Newman

I would like him removed from the account. If the client is insisting on keeping him there, then please find a company to pass him through. For that they (pass through company) can pay us a referral. I want us disassociated with him. I would like us to identify a backfill.

Please get this start and begin with a conversation with the client.

I'll be looking for an update by Friday.

On Apr 26, 2012, at 7:47 AM,

@credit-suisse.com wrote:

Mr. Epstein,

Could you also kindly ensure that the inquiry that I submitted to Keith Backer on Monday about why Credit Suisse in New York seems to require that contingent workers be assigned work schedules that are consistently an hour longer than their colleagues on the same team gets fully answered by the end of today?

While Keith never addressed this, Ms. Newman only wrote "you are on a pro-day, up to 10 hours for your daily rate" about this.

While thoroughly reviewing the written contract that I received from your firm last night, I confirmed that it fails to include any provision about working up to 10 hours nor the term "pro-day".

Consequently, there clearly appears to be a double-standard with regards to the lengths of the schedules assigned to permanent vs. contingent workers at Credit Suisse in New York that was not addressed in the written contract that I received nor verbally to me before I started working at Credit Suisse here.

In addition, when I previously asked you about the possibility of having my written contract modified, you indicated that no changes would be made.

From: Sharin Newman
Sent: Tuesday, April 10, 2012 3:50 PM
To: Ed Epstein
Cc: Keith Backer; Meghan Duffy; Rebecca Freund
Subject: RE: Point of contact for issues that need to be escalated at Misi

His is on a pro-day, which is 10 hours max. I have reached out to his manager to head him off at the pass. The manager loves him and has not bashed us in any way. We have had face to face discussions, he tends to back off. Only in email is he a "tough guy". This has been obviously on-going, but should end at this point because he is getting paid on time now.

Sharin S. Newman
Account Manager
212.588.5497
917.603.6139

From: Sharin Newman [<mailto:Sharin.Newman@nttdata.com>]
Sent: Wednesday, April 25, 2012 11:05 AM
To:
Subject: RE: Question about Credit Suisse's work schedules for contingent workers

There is more than one thing that we need to discuss.
In answer to your question—you are on a pro-day, up to 10 hours for your daily rate

Sharin S. Newman
Account Manager
212.588.5497
917.603.6139

From: credit.suisse@credit-suisse.com
Sent: Wednesday, April 25, 2012 11:09 AM
To: Sharin Newman
Subject: RE: Question about Credit Suisse's work schedules for contingent workers

What do you mean by pro-day? That is not written into the contract that I was issued.

From: credit.suisse@rmscorp.com
Subject: RE: [credit suisse](#)
Date: December 20, 2013 at 11:08 AM
To:

They are an 8 hour professional daily rate. That is something your recruitment firm should have discussed with you prior to interviewing.

Credit Suisse- no OT just daily professional 8 hour day

From: "Samlal, Sheldon" <sheeldon.samlal@credit-suisse.com>
Date: January 6, 2012 11:16:14 AM EST
To: Sharin Newman <snewman@MISICOMPANY.com>
Subject: RE: How did it go with

Hi Sharin,

He has all the things that we are looking for so he may be a very good fit. I have a few more interviews today and some more early next week. I expect to have a decision by the end of next week.

Sheldon S. Samlal
TFS FID
+1 212 538 5086 (*105 5086)

Sent: Thursday, March 15, 2012 1:45 PM
To: Keith Backer
Subject: Re: Payment

Keith,

I want my contract revised by the end of today so that it includes the penalty provision I discussed and enables me to talk directly to Credit Suisse about any and all payment errors if they continue.

From: Ed Epstein
Sent: Tuesday, April 10, 2012 3:46 PM
To: Sharin Newman
Cc: Keith Backer; Meghan Duffy; Rebecca Freund
Subject: FW: Point of contact for issues that need to be escalated at Mis

Hi Sharin,

Couple things:

What is his pay situation? If he is paid hourly then he should be compensated for every hour worked. If he paid on a daily rate, then I'm assuming he is expected to support a professional work day.
Please discuss with the client about this consultant because he might be trashing us at the site.

And, I think you should have some face 2 face conversation with him and cool him down or we will need to terminate him.

Everyone in the back office knows this guy... in a very bad way. I would suggest you get him out on our terms.

Edward Epstein | Regional Senior Vice President Strategic Staffing | NIT DATA Inc | w 810 257 3036 | m 215 913 6664 | ed.epstein@nitdata.com | nitdata.com/america

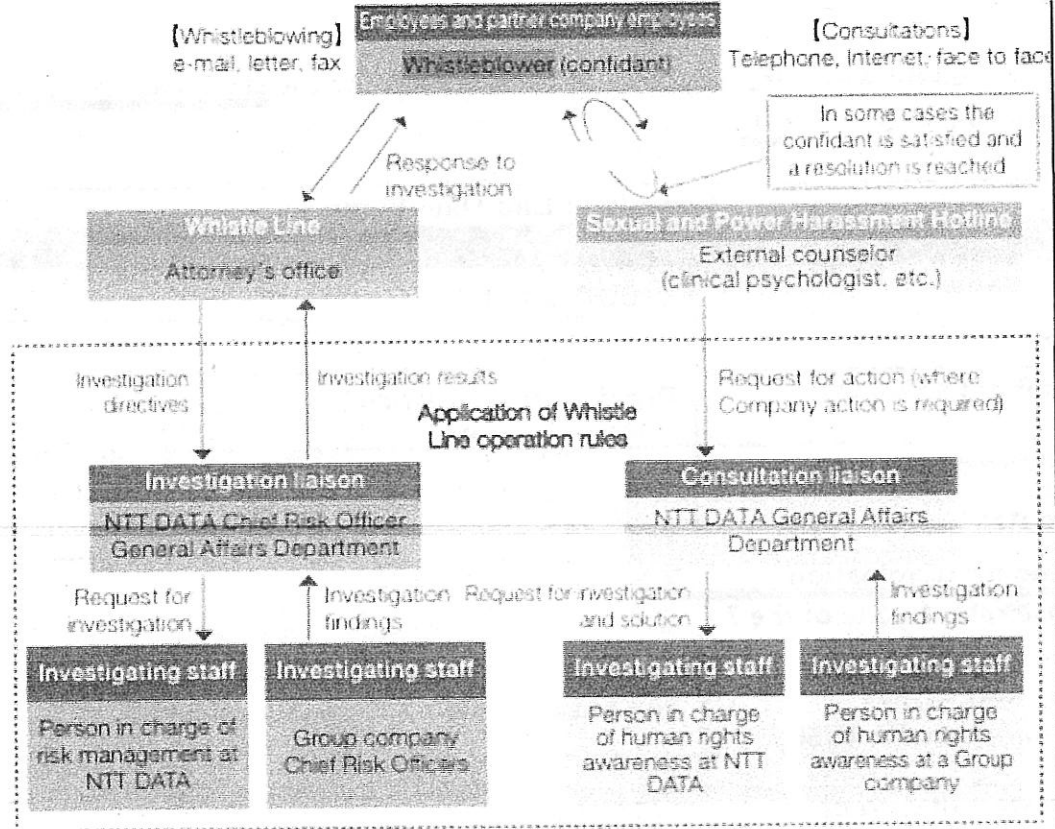
From: Rebecca Freund
Sent: Wednesday, May 02, 2012 4:24 PM
To: Contract, Sharin Newman; Keith Backer
Subject: end form

DNU* consultant was extremely difficult to work with and the client had issues with him too
 consultant S: p/h

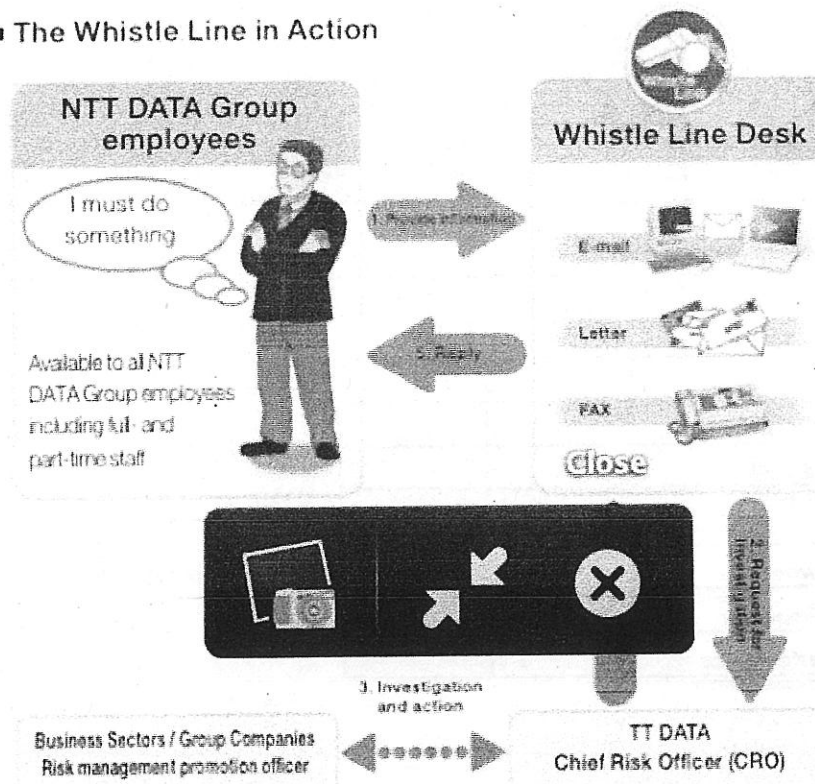
Consultant End Date Form:	
Client name:	Credit Suisse
Consultant Name:	
Consultant's Skill Set:	Production Support
W2 (Misicom) or Corp.:	
End date:	4/27/12
Reason for termination (please refer to one of the 7 reasons):	7
Initial start of first engagement with MISI:	1/25/12
Initial start of current engagement/current client:	1/25/12
What source did this consultant come from? (i.e. job board):	N/A
Use Again? - yes /no	NO

1	Normal End		
2	Conversion to FTE		
3	Budget/Project Lost		
4	Another Consulting Opportunity		
5	For FTE elsewhere		
6	For Personal Reasons		
7	Client end / Performance		

■ Flow Diagram of the Internal Whistleblowing System



■ The Whistle Line in Action



The NTT Group's Human Rights Charter

We recognize that the respect for human rights is a corporate responsibility and aim to create a safe, secure and rich social environment by fulfilling its responsibility.

1. We respect internationally recognized human rights, including the Universal Declaration of Human Rights in all company activities.
2. We responsibly respect for human rights by efforts to reduce any negative impacts on human rights holders. We respond appropriately when negative impacts on human rights occur.
3. We aim to not be complicit in infringing human rights, including being involved in discrimination, directly or indirectly.
4. When negative impacts on human rights are done by a business partner and are linked to a product or service of the NTT group, we will expect them to respect human rights and not to infringe on them.

Proof Mayor and His Teams:

1. Don't Support Workers & Military Veterans
2. Make Taxpayers Support Wage-Theft & Whistleblower Retaliation by Making Them Finance New York City Government Agencies' Business with NTT Data, Inc.

Subject

Page

1. Business letter dated 10/26/15 sent by New York City Human Resources Administration (HRA) that was signed by NTT Data, Inc.'s same employee who had overtime and fraud whistleblower fired from outsourced job with Criminal Credit Suisse in 2012 and then blacklisted	2
a. Excerpt from HRA's 1/27/17 Contract with NTT Data, Inc. confirming it can cancel that contract within 30 days	5
b. Salary and contact information for HRA's Commissioner to demand 1) refunds for having financed HRA's business with overtime thief NTT Data, Inc. and 2) the immediate cancellation of its business with NTT Data, Inc.	6
2. NTT Data, Inc.'s contracts with New York City government agencies	7
3. NTT Data, Inc.'s contracts with New York State government agencies	8
4. NTT Data, Inc.'s contracts with federal government agencies	9
5. Queens Borough President Melinda Katz used to be a lobbyist for NTT Data, Inc.	10
6. E-mails confirming wage-theft & whistleblower retaliation by NTT Data, Inc.	11
7. Mayor's fraudulent claims about supporting the hiring of military veterans	16
8. Complaint filed with U.S. Attorney's office in Brooklyn due to civil rights abuse on 8/30/17 by Mayor's NYPD head of insecurity (Howard Redmond) at his Brooklyn public town hall meeting	21
9. Information about Mr. Redmond's trial on 10/2/17 in federal civil rights lawsuit filed against him a few years ago	25

HRA supports wage-theft taxpayers finance through its contracts with NTT Data, Inc.:



Human Resources
Administration
Department of
Social Services
Office of Contracts

Steven Banks
Commissioner

Martha A. Calhoun
General Counsel

Vincent Pullo
Agency Chief
Contracting Officer

150 Greenwich Street
New York, NY 10007

929 221 6347

August 26, 2015

W-2-196
Rev. 03/15

NTT DATA Federal Services, Inc. D/B/A NTT Data, Inc.
Attn: Tamara Latkovic
100 City Square
Boston, MA 02129

RE: Contract Amendment and Renewal - CT# 20151402612; PIN# 15GPCMI01001;
EPIN# 096-14G0049001

Amendment PIN# 15GPCMI01001A01; EPIN# 096-14G-0049001-A001

Dear Ms. Latkovic,

Pursuant to Sections 4-02 and 4-03 of the Procurement Policy Board (PPB) Rules, the New York City Human Resources Administration (HRA) hereby amends the above-referenced contract (CT# 20151402612) between HRA and NTT Data, Inc. This contract, for Information Technology Consulting Based Services – specifically for the services of one (1) consultant, working as a Systems Analyst under the Division of Accounts Receivable and Billing (DARB) Rewrite project – is amended to extend the term of the contract for an additional four (4) months from July 1, 2015 through October 31, 2015. The original contract amount of ninety-seven thousand, five hundred and eighty dollars (\$97,580.00) shall remain unchanged.

The contract is also amended to reflect one additional change to the original terms and conditions in the solicitation, which stated the following:

"Section D - Contract Administration:

Contractor Responsibilities

h. "The contractor must assign adequate personnel resources to the Agency's account sufficient to meet the performance requirements of this contract. Additionally, at the request of HRA, the vendor must be able to show that its personnel resources are qualified to perform the required services. The contractor specifically agrees that any and all of its employees, including subcontracted employees, which may work on-site at any NYC HRA business facility in connection with this Agreement must be free of any felony or misdemeanor convictions, including the wrongful taking of property. All of the contractor's personnel must carry proper company identification at all times. Such identification must show the employee and company name (if applicable) and must be presented upon request at all times. In addition, Contractor's staff must possess and display any HRA or work location-issued identification, and comply with any rules for its use on site."


The contract is hereby amended to include the following statement:

"Notwithstanding any language in the solicitation, if an employee of the contractor or any of its subcontracted employees has a prior conviction, no action will be taken unless and until a determination is made as to whether the conviction is relevant to the duties of the position or poses an unreasonable danger to clients, co-workers or the public. Disqualification may result if the conviction is relevant or poses an unreasonable danger."


This change is necessary in order to maintain compliance with the New York State Human Rights Law and EEOC regulations. All other terms and conditions of the original contract are unchanged and shall remain in effect.

Please indicate your organization's acceptance of this amendment and its terms by having a person authorized to do so by your organization sign this letter in the space provided below, before a notary public, and have the latter acknowledge the same.

Sincerely,


Vincent Pullo

Accepted by:


Vendor Authorized Signature

9/10/2015
Date

E. Epstein SUP NTR Dept
Print Name and Title

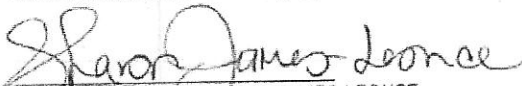
ACKNOWLEDGEMENTS

STATE OF NEW YORK)

:SS:

COUNTY OF NEW YORK)

On this 22 day of September 2015, before me personally came Vincent Pullo to me known and known to me to be ACCO of the HUMAN RESOURCES ADMINISTRATION / DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and (s) he acknowledged to me that (s) he executed the same for the purpose therein mentioned.



NOTARY PUBLIC SHARON JAMES-LEONCE
Commissioner of Deeds
City of New York No. 2-13526
Certificate Filed in New York County
Commission Expires May 01, 2016

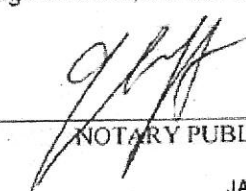
STATE OF)

:SS:

COUNTY OF)

On this 10th day of September 2015, before me personally came
Ed Epstein
SVP of NTT Data, Inc.

the person described in and who executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same for the purpose therein mentioned.


NOTARY PUBLIC

JACOB R. FLEITMAN
Notary Public, State of New York
No. 02FL6307690
Qualified in Nassau County
Commission Expires July 14, 2018

THIS AGREEMENT ("Agreement"), dated as of this 27th day of Jan 2016, between the City of New York ("City"), acting through the Department of Social Services/Human Resources Administration ("Department" or "HRA"), with offices located at 150 Greenwich Street, New York, New York 10007, and NTT DATA Federal Services, Inc. d/b/a NTT DATA, Inc. ("Contractor"), with offices located at 100 City Square, Boston, Massachusetts 02129.

WITNESSETH:

WHEREAS, the General Services Administration ("GSA") has entered into a contract with Contractor contained in Federal Supply Schedule 70 or in another Federal Supply Schedule contract containing information technology ("IT") Special Item Numbers ("SINs") (the "Federal Contract"); and

WHEREAS, the federal E-Government Act of 2002 and related GSA regulations authorize local governments, including cities, to purchase IT goods and services off of the Federal Contract for the use of the local governments in accordance with the terms and provisions of the Federal Contract; and

WHEREAS, the Department has determined that there is a need for the said IT goods and/or services, Contractor has agreed to provide said IT goods and/or services, and the parties have agreed to enter into an Agreement to purchase these IT goods and/or services in accordance with the Federal Contract and in accordance with the terms and conditions set forth below:

NOW, THEREFORE, the parties hereto agree as follows:

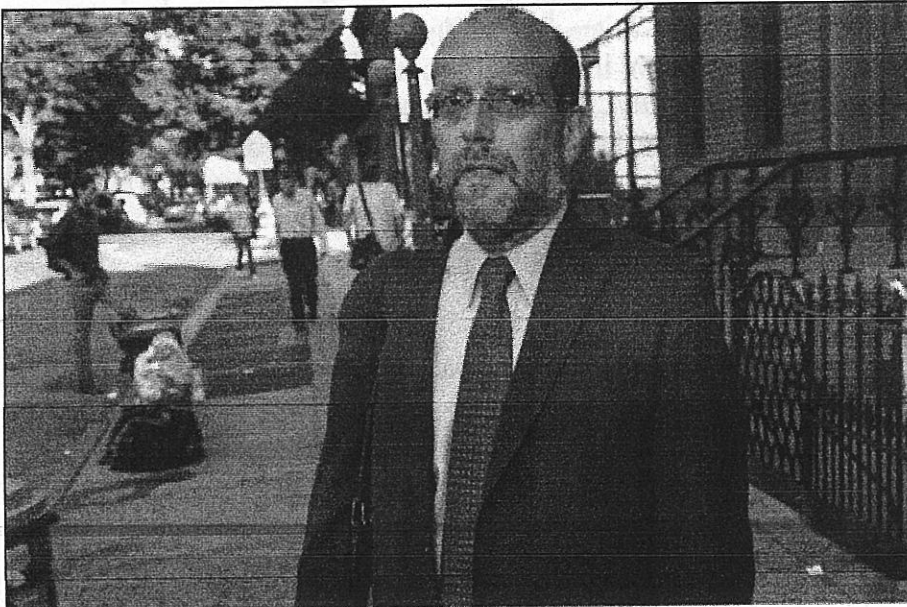
ARTICLE I. TERM, TERMINATION, AND MODIFICATION OF AGREEMENT

- 1.1 This Agreement shall commence on December 1, 2016 and terminate on December 31, 2019 subject to the term of the Contractor's underlying Federal Contract.
- 1.2 The Department, in its sole discretion, may renew this Agreement for up to one additional two-year period commencing on January 1, 2020 through December 31, 2022 subject to the term of the Contractor's underlying Federal Contract.
- 1.3 The Department may terminate this Agreement in writing with thirty (30) days' notice, or at any time with the mutual consent of both parties.
- 1.4 This Agreement may also be modified through the mutual written consent of both parties.

ARTICLE II. PAYMENT

- 2.1 The Department shall pay Contractor an amount not exceeding \$3,572,308.22 for the goods and/or services set forth in this Agreement, in accordance with the cost proposal.

Salary and contact information for HRA's Commissioner Steven Banks:



Human Resources Administration head, Steve Banks leaves his home located at 48 Sherman Street in Brooklyn, New York

www1.nyc.gov/nycfp/fmsTxnSearch.htm?orgId=1219&source=FM&orgName=NTT+DATA%2C+INC.

Displaying Results 1-20 of 31 for: NTT DATA, INC.

Contract Number	Start Date	End Date	Current Amount	% Change Amount	PIN	NYC Agency
CT 857 20145400226	07/31/2013	07/31/2016	\$668,128.00	21 %	01713LASD2	CITYWIDE ADMIN SVCS (DCAS)
CT 040 20143011331	06/18/2014	06/30/2014	\$8,910.00	-64 %	61	EDUCATION
CT 040 20149480037	07/01/2013	06/30/2014	\$548,220.00	0 %	1C583	EDUCATION
CT 040 20149480038	07/01/2013	06/30/2014	\$14,000,000.00	4 %	1C583	EDUCATION
CT 040 20149480061	07/01/2013	06/30/2014	\$560,560.00	0 %	1C583	EDUCATION
CT 040 20149480062	07/01/2013	06/30/2014	\$343,009.00	0 %	1C583	EDUCATION
CT 040 20133048245	05/14/2013	06/30/2013	\$24,999.00	0 %	61	EDUCATION
CT 827 20121416547	12/01/2011	01/16/2015	\$19,218,061.00	-58 %	82708IT00067	SANITATION (DSNY)
CT 096 20151402592	05/01/2014	04/30/2017	\$1,138,740.00	0 %	096-14GPCM120601	HUMAN RESOURCES (HRA)
CT 040 20153036769	10/26/2015	06/30/2016	\$24,125.00	-3 %	49	EDUCATION
CT 127 20106200764	06/01/2010	05/31/2013	\$2,378,164.00	4 %	12710CA00073	FINANCIAL INFORMATION SERVICES (FISA)
CT 069 20141413445	12/01/2013	11/30/2016	\$1,800,441.00	0 %	09614G0012001	HUMAN RESOURCES (HRA)
CT 040 20159580196	07/01/2014	06/30/2016	\$2,973,375.00	36 %	1C583	EDUCATION
CT 040 20159580226	07/01/2014	06/30/2015	\$700,700.00	0 %	1C583	EDUCATION
PC 040 20163016803	10/29/2015	11/02/2015	\$1,978.00	0 %	49	EDUCATION
CT 069 20161408011	11/01/2015	10/31/2017	\$620,880.00	0 %	09615G0043001	HUMAN RESOURCES (HRA)
CT 069 20161412106	05/01/2015	04/30/2018	\$5,034,000.00	0 %	09615G0022001	HUMAN RESOURCES (HRA)
CT 040 20159580197	07/01/2014	06/30/2015	\$17,500,000.00	0 %	1C583	EDUCATION
CT 040 20159580211	07/01/2014	06/30/2015	\$12,170,494.00	1 %	1C583	EDUCATION
CT 096 20151402612	07/01/2014	10/31/2015	\$97,580.00	0 %	15GPCM101001	HUMAN RESOURCES (HRA)

2 pages found. Go to page:

← C wwe2.osc.state.ny.us/transparency/contracts/contractresults.cfm?ID=1353774								
New York State Comptroller Thomas P. DiNapoli Office of the State Comptroller <h1>OPEN BOOK</h1> NEW YORK								
Home Overview Search Tips Contact Us Feedback Home > NYS Active Contract Search > Contract Search Results								
<i>i</i> Displaying all Active Contracts for NTT DATA INC								Printer Friendly (PDF) Download to an Excel Spreadsheet
10 Contracts Found - Displaying page 1 of 1								
Department/Facility	Contract Number	Current Contract Amount	Spending to Date	Contract Start Date	Contract End Date	Contract Description	Contract Type	Original Contract Approved/Filed Date
Office of Information Technology Services	C000308	\$0.00	\$0.00	07/02/2013	07/01/2018	TIER 2 LOT D HELPDESK	Consultant	06/04/2013
Attorney General, Office of the	C103378	\$621,296.00	\$124,164.00	01/01/2015	12/31/2019	IT Personal Services Back Drop Contract	Consultant	02/27/2015
Office of Mental Health	C008588	\$7,206,295.00	\$3,411,557.00	08/01/2013	07/31/2017	SOFTWARE LICENSE/MAINT/SUPPORT	Equipment	08/27/2013
Office of Mental Health	T100069	\$39,955.11	\$0.00	08/18/2016	08/17/2017	OBIEE Administrator	Contracts Not Subject to OSC Pre-Audit	09/30/2016
Office of General Services - Purchasing (P) Contracts	PB20380	\$0.00	\$0.00	09/09/2015	12/08/2015	CANCELLED - SEE CONT# PB038AA	Contracts Not Subject to OSC Pre-Audit	09/28/2015
Office of General Services - Purchasing (P) Contracts	PH85775	\$52,000,000.00	\$36,145,748.39	11/01/2012	10/31/2017	Hourly Based IT Services (HBITS)	Consultant	05/09/2013
Office of General Services - Purchasing (P) Contracts	PM20830	\$0.00	\$0.00	11/30/2015	06/10/2016	linked VAR with Prime Contract	Contracts Not Subject to OSC Pre-Audit	03/23/2016
Office of General Services - Purchasing (P) Contracts	PM67385	\$6,250,000.00	\$0.00	04/13/2016	11/29/2020	IT UMBRELLA	Contracts Not Subject to OSC Pre-Audit	04/13/2016
Office of General Services - Purchasing (P) Contracts	PB038AA	\$72,500,000.00	\$0.00	09/09/2015	09/08/2018	PB/ITS, TECH CONSULTING SVCS	Contracts Not Subject to OSC Pre-Audit	12/08/2015
Office of the State Comptroller	C000972	\$15,016,300.00	\$0.00	03/13/2015	03/12/2020	PeopleSoft Staff Augmentation	Consultant	03/13/2015

NTT's contracts by federal agency		Contracts ending in: <input checked="" type="checkbox"/> 2012									
		2012	2013	2014	2015	2016	2017	2018	2020	2021	Grand Total
▼ BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT			-\$25,902.23								-\$25,902.23
NTT DATA FEDERAL SERVICES, INC			-\$25,902.23								-\$25,902.23
▼ BUREAU OF THE CENSUS		\$24,804.20									\$24,804.20
NTT AMERICA, INC.		\$24,804.20									\$24,804.20
▼ DEPARTMENTAL OFFICES							\$544,014.35				\$544,014.35
NTT DATA FEDERAL SERVICES, INC							\$544,014.35				\$544,014.35
DEPT OF THE AIR FORCE		\$5,933,744.21	\$6,728,473.95	\$1,893,726.60	\$1,757,467.72	\$2,164,454.94					\$18,477,867.42
NTT COMMUNICATIONS CORPORATION		\$78,312.32	\$61,663.73	\$53,433.44	\$44,757.00	\$58,525.98					\$296,692.47
NTT DATA FEDERAL SERVICES, INC		\$294,515.53	\$2,586,461.90								\$2,880,977.43
NTT DOCOMO INCORPORATED (0000)		\$5,560,916.36	\$4,080,348.32	\$1,840,293.16	\$1,712,710.72	\$2,105,928.96					\$15,300,197.52
DEPT OF THE ARMY				\$15,275.00	\$40,000.00						\$55,275.00
NTT ADVANCED TECHNOLOGY CORPORATION				\$15,275.00	\$40,000.00						\$55,275.00
NTT SYSTEMS INC											
DEPT OF THE NAVY					\$17,001.00	\$239,760.00					\$256,761.00
NTT DATA CORPORATION						\$239,760.00					\$239,760.00
NTT DATA FEDERAL SERVICES, INC					\$2,501.00						\$2,501.00
NTT ENTERPRISES INC					\$14,500.00						\$14,500.00
ENVIRONMENTAL PROTECTION AGENCY				\$58,500.00	\$133,749.19		\$134,703.21				\$326,952.40
NTT AMERICA, INC.				\$58,500.00	\$133,749.19		\$134,703.21				\$326,952.40
▼ FARM SERVICE AGENCY			\$6,983.69								\$6,983.69
NTT DOCOMO INC.			\$6,983.69								\$6,983.69
FEDERAL BUREAU OF INVESTIGATION		\$3,354.16			\$355,951.05		\$1,557,720.18				\$1,917,025.39
NTT DATA FEDERAL SERVICES, INC		\$3,354.16			\$355,951.05		\$1,557,720.18				\$1,917,025.39
▼ OFFICE OF POLICY, MANAGEMENT, AND BUDGET					\$508,593.89	\$529,862.25					\$1,038,456.14
NTT DATA FEDERAL SERVICES, INC					\$508,593.89	\$529,862.25					\$1,038,456.14
▼ OFFICE OF PROCUREMENT OPERATIONS								\$250.00	\$2,142,231.89		\$2,142,481.89
NTT DATA FEDERAL SERVICES, INC								\$250.00	\$2,142,231.89		\$2,142,481.89
SECURITIES AND EXCHANGE COMMISSION				\$15,061,811.57							\$15,061,811.57
NTT DATA FEDERAL, INC.				\$15,061,811.57							\$15,061,811.57
U.S. CITIZENSHIP AND IMMIGRATION SERVICES			\$509,270.00	\$16,916,540.60	\$37,080,924.27			\$25,525,539.00			\$80,032,273.87
NTT DATA FEDERAL SERVICES, INC			\$509,270.00	\$16,916,540.60	\$37,080,924.27			\$25,525,539.00			\$80,032,273.87
U.S. COAST GUARD			\$30,048.00								\$30,048.00
NTT DOCOMO INC.			\$30,048.00								\$30,048.00
U.S. CUSTOMS AND BORDER PROTECTION		\$1,461,000.00	\$3,445,732.33	\$3,274,767.58	\$6,693,254.68	\$4,454,834.35	\$5,633,258.87			\$1,905,351.27	\$26,868,199.08
NTT DATA FEDERAL SERVICES, INC		\$1,461,000.00	\$3,445,732.33	\$3,274,767.58	\$6,693,254.68	\$4,454,834.35	\$5,633,258.87			\$1,905,351.27	\$26,868,199.08
Grand Total		\$7,422,902.57	\$10,694,605.74	\$37,220,621.35	\$46,586,941.80	\$7,388,311.54	\$7,869,696.61	\$25,525,789.00	\$2,142,231.89	\$1,905,351.27	\$146,757,051.77

NYC LOBBYIST SEARCH

Client Name: NTT DATA, Inc.

Client Address: 100 City Square
Boston, MA 02129
United States of America
(617) 241-9200

Begin Date: 04/30/2012

End Date: 12/31/2012

Principal & Additional Lobbyists: Greenberg Traurig, LLP
John Mascialino
Robert Harding
Edward Wallace
Melinda Katz

Lobbyist Address: Greenberg Traurig, LLP
200 Park Avenue, 15th Floor
New York, NY 10166
United States of America

E-mail messages confirming whistleblowing against NTT Data, Inc. and Credit Suisse in March and April of 2012 before Ed Epstein of NTT Data, Inc. caused whistleblower to be fired from his job on 4/27/12:

Background Information

NTT Data, Inc. fully acquired Misi Company in 2012. The whistleblower worked at Credit Suisse in New York City in 2012 as a misclassified independent contractor through an outsourcing agreement with NTT Data, Inc.

1. Whistleblower's 3/15/12 demand for penalties against NTT Data, Inc. due to its failure to issue payments on time for his work at Credit Suisse

Subject: Re: Payment

Date: March 15, 2012 at 1:44:52 PM EDT

To: "Keith Backer" <kbacker@MISICOMPANY.com>

Keith,

I've given the bank information to your firm several times and the wire went through the last time. Therefore, your team clearly has the information it needs at the same time that the funds aren't where they were supposed to be already today.

Also, I want my contract revised by the end of today so that it includes the penalty provision I discussed and enables me to talk directly to Credit Suisse about any and all payment errors if they continue.

2. 4/10/12 e-mail sent by Sharin Newman of NTT Data, Inc. in which she fraudulently claimed that the whistleblower's contract with NTT Data, Inc. was subject to a 10-hour professional day. This e-mail also confirms that the whistleblower was on very good terms with his manager at Credit Suisse at that time.

From: Sharin Newman
Sent: Tuesday, April 10, 2012 3:50 PM
To: Ed Epstein
Cc: Keith Backer; Meghan Duffy; Rebecca Freund
Subject: RE: Point of contact for issues that need to be escalated at Misi

His is on a pro day, which is 10 hours max. I have reached out to his manager to head him off at the pass. The manager loves him and has not bashed up in any way. We have had face to face discussions, he tends to back off. Only in email is he a "tough guy". This has been obviously on-going, but should end at this point because he is getting paid on time now

Account Manager
212.588.5497
917.603.6139

3. 12/30/13 e-mail the whistleblower received from an information technology recruiter who worked for a competitor of NTT Data, Inc. Her e-mail is significant because she contacted the whistleblower to ask if he was interested in possibly returning to work at Credit Suisse in New York City in the same position he held in 2012. She also clearly indicated that workdays at Credit Suisse for that position were subject to a normal 8-hour workday.

From: @rmscorp.com
Subject: RE: credit suisse
Date: December 20, 2013 at 11:08:44 AM EST

They are an 8 hour professional daily rate. That is something your recruitment firm should have discussed with you prior to interviewing.

Credit Suisse- no OT just daily professional 8 hour day

4. 4/10/12 e-mail message that the whistleblower sent at 3:06 pm to Ed Epstein of NTT Data, Inc. in which he expressed his displeasure about NTT Data, Inc.'s refusal to modify his contract with it by adding penalties to it to prevent NTT Data, Inc. from continuing to breach that contract's terms. The whistleblower also clearly suggested he was considering taking legal action against NTT Data, Inc. if it continued to breach his contract.

Sent: Tuesday, April 10, 2012 3:06 PM
To: Ed Epstein
Subject: RE: Point of contact for issues that need to be escalated at Misi

It's your firm's decision not to modify a written contract to ensure that there will be no further breaches of its terms by your firm following 3 breaches.

It's my decision alone whether to retain the services of an attorney without delay in the event of further breaches.

5. 4/10/12 e-mail message that Ed Epstein of NTT Data, Inc. sent to other members of NTT Data, Inc. less than one hour after the preceding e-mail message was sent to express his recommendation for the whistleblower to be fired from his job in retaliation for his protected whistleblowing activities.

From: Ed Epstein
Sent: Tuesday, April 10, 2012 4:03 PM
To: Sharin Newman; Keith Backer
Cc: Meghan Duffy; Rebecca Freund
Subject: FW: Example of a lack of response from your firm

It is my strong recommendation that you plan for his exit. Inform the client, start looking for a backfill and get him out of our account.

Unless I heard wrong; all the issues seem to be his fault.

Edward Epstein | Regional Senior Vice President, Strategic Staffing | NTT DATA Inc | w 610 257 3036 | m 215 913 6664 | ed.epstein@nttdata.com | nttdata.com/americas

6. Whistleblowing on 4/26/12 against NTT Data, Inc. and Credit Suisse about a) forced labor to which he was subjected at Credit Suisse and b) NTT Data, Inc. unlawfully denying him the payment of overtime for overtime he worked at Credit Suisse and that Credit Suisse approved in timesheets.

From: Ed Epstein (mailto:Ed.Epstein@nttdata.com)
Sent: Thursday, April 26, 2012 7:51 AM

Subject: Re: Harrassment & unprofessionalism by Sharin Newman

I believe Sharin asked to meet with you to discuss.

Edward Epstein | Regional Senior Vice President | NTT DATA, Inc | w. 610.257.3036 | m. 215.913.6664 |
ed.epstein@nttdata.com | nttdata.com/americas

On Apr 26, 2012, at 7:47 AM,

wrote

Mr. Epstein,

Could you also kindly ensure that the inquiry that I submitted to Keith Backer on Monday about why Credit Suisse in New York seems to require that contingent workers be assigned work schedules that are consistently an hour longer than their colleagues on the same team gets fully answered by the end of today?

While Keith never addressed this, Ms. Newman only wrote "you are on a pro-day, up to 10 hours for your daily rate" about this.

While thoroughly reviewing the written contract that I received from your firm last night, I confirmed that it fails to include any provision about working up to 10 hours nor the term "pro-day".

Consequently, there clearly appears to be a double-standard with regards to the lengths of the schedules assigned to permanent vs. contingent workers at Credit Suisse in New York that was not addressed in the written contract that I received nor verbally to me before I started working at Credit Suisse here.

In addition, when I previously asked you about the possibility of having my written contract modified, you indicated that no changes would be made.

7. An e-mail message that Sharin Newman of NTT Data, Inc. sent to Diana Cousins of Credit Suisse on 4/27/12 to inform her that NTT Data, Inc. made the decision to fire the whistleblower from his job.

From: Sharin Newman
[mailto:Sharin.Newman@nttdata.com]
Sent: Friday, April 27, 2012 10:08 AM
To: Cousins, Diana
Subject:
Importance: High

Hiya Diana-
I need to release . Please call me when you get a
chance...

Sharin R. Newman | Account Manager, Strategic
Staffing | NTT DATA, Inc | w. +1.212.588.5497 | m
+1.917.603.6139 | sharin.newman@nttdata.com | nttdata.com/americas

Mayor's fraudulent claims about supporting the hiring of military veterans:

➤ Mayor's BS remarks about hiring military veterans on Veterans' Day 2016:

Source: <http://www1.nyc.gov/office-of-the-mayor/news/880-16/transcript-mayor-de-blasio-deliversremarks-the-opening-ceremony-the-2016-america-s-parade#/0>

1. "Anyone who has a job that they're looking to fill, fill it with a veteran. Do something for your country."
2. "When you hire a veteran, I guarantee you, you will not only be doing the right thing, you will be doing yourself a favor because they're that good."

20 job applications to his agencies since 2016 for jobs I've held have produced 0 interviews.

**When confronted about this on 7/18/19 in Queens, the Mayor told me "it's a process".
"Process" him out and a real mayor with integrity in.**

<u>FAKE</u> <u>FRAUD</u> <u>FIRE</u>	Bill de Blasio	<u>FAKE</u> <u>FRAUD</u> <u>FIRE</u>
---	-----------------------	---



DEPARTMENT OF VETERANS AFFAIRS

March 8, 2016

In Reply Refer To 306/pct/ph

To Whom It May Concern:

The records of the Department of Veterans Affairs show that
the Armed Forces of the United States as follows:

served in

ENTERED ON ACTIVE DUTY:

RELEASED FROM ACTIVE DUTY:

BRANCH OF SERVICE: NAVY

CHARACTER OF DISCHARGE: (As certified to VA by military branch of service or shown on
official military documents): UNDER HONORABLE CONDITIONS

SERVICE SERIAL NO: NONE

RANK AND ORGANIZATION:

DATE OF BIRTH:

You may call us toll free at 1-800-827-1000 from anywhere.

Sincerely Yours,

Regional Office Director
VA Regional Office

New York Regional Office/306

MAR 08 2016

CERTIFIED TRUE COPY

Signature: 

8/24/17 job application to Mayor's office primarily to further prove this point:

From: Mayor's Office Recruitment <Recruitment@cityhall.nyc.gov>

Subject: Confirmation: Resume submitted for

Date: August 24, 2017 at 12:46:41 PM EDT

This is to confirm that The Office of the Mayor has received a resume for:

IRM - Application Form

8/24/17, 12:46:33 PM

Candidate Application

Submit

INTRODUCTION

Thank you for considering a career at the New York City Mayor's Office. Please take a minute to fill out the following form. When you have completed and submitted your application, a confirmation email will be sent to the "primary email address" you provide below.

POSITION

Position you are applying for:

Helpdesk Associate

Job Number: *

19194

April Correspondence with Mayor's Staff to Seek Help with Getting a Job Interview with it:

From: "Miller, Harold" <HMiller@cityhall.nyc.gov>

Subject: Re: Request for help with getting interview for helpdesk job with Mayor's office

Date: April 13, 2017 at 12:29:59 AM EDT

Cc: "Ruiz, Paola" <PRuiz@cityhall.nyc.gov>

I will follow up with our Appointments office tomorrow morning about available positions in DoITT.

Regards

Harold Miller

Office of the Mayor, Community Affairs Unit

(212) 788-7827 Office

(347) 331-9394 Mobile

Sent: Wednesday, April 12, 2017 11:42 PM

To: Miller, Harold

Cc: Ruiz, Paola; Branca, Nicole; mmark-viverito@council.nyc.gov <mmark-viverito@council.nyc.gov>

Subject: Re: Request for help with getting interview for helpdesk job with Mayor's office

Hi Mr. Miller,

Thank you again for your time at Staten Island's Borough Hall on Tuesday.

After having just applied for the following helpdesk job with the Mayor's office, I would appreciate any assistance I may be able to receive from your office with getting a job interview for it:

<https://www.dice.com/jobs/detail/Helpdesk-Technician-City-of-New-York-New-York-NY-10038/10119317c/4953908?icid=sr69-1p&q=Desktop&l=New%20York,%20NY>

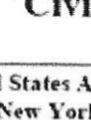
From: Mayor's Office Recruitment <Recruitment@cityhall.nyc.gov>

Subject: Confirmation: Resume submitted for

Date: April 12, 2017 at 11:37:09 PM EDT

This is to confirm that The Office of the Mayor has received a resume for

Applications							
Job Title	Job ID	Location	Agency	Status	Recruitment Status	Date Created	Date Submitted
Desktop Support Manager	230990	33 Beaver St, New York Ny	DEPT. OF HOMELESS SERVICES	Applied	Not Hired	02/21/2016 7:58AM	02/21/2016 7:50AM
HEADQUARTERS DESKTOP SUPPORT	234749	9 Metrotech Center, Brooklyn N	FIRE DEPARTMENT	Applied	Not Hired	03/18/2016 2:10PM	03/18/2016 2:06PM
FIELD DESKTOP SUPPORT	234753	9 Metrotech Center, Brooklyn N	FIRE DEPARTMENT	Applied	Not Hired	03/18/2016 2:22PM	03/18/2016 2:18PM
Service Desk Agent-I	231876	150 William Street, New York N	ADMIN FOR CHILDREN'S SVCS	Applied	Not Hired	03/29/2016 11:46AM	03/29/2016 11:29AM
Field/Desktop Technician	239456	137 Centre St., N.Y.	DEPARTMENT OF SANITATION	Applied	Not Hired	05/13/2016 11:49AM	05/13/2016 11:41AM
Computer Associate (Technical Support) III	218543	96-05 Horace Harding Expway	DEPT OF ENVIRONMENT PROTECTION	Applied	Not Hired	06/13/2016 1:15PM	06/13/2016 1:09PM
Helpdesk Technician	272660	253 Broadway New York Ny	MAYORS OFFICE OF CONTRACT SVCS	Applied	Not Hired	11/24/2016 7:17PM	11/24/2016 7:17PM
Desktop Support Engineer	273600	80 Maiden Lane	DEPARTMENT OF INVESTIGATION	Applied	Not Hired	12/03/2016 10:09PM	12/03/2016 10:09PM
COMPUTER SERVICE TECHNICIAN	273883	15 Metrotech	HRA/DEPT OF SOCIAL SERVICES	Applied	Not Hired	12/03/2016 10:17PM	12/03/2016 10:17PM
Computer Associate (Technical Support)	257900	59-17 Junction Blvd Corona Ny	DEPT OF ENVIRONMENT PROTECTION	Applied	Not Hired	01/21/2017 8:18PM	01/21/2017 8:18PM
Field/Desktop Technician	249048	137 Centre St., N.Y.	DEPARTMENT OF SANITATION	Applied	Not Hired	01/21/2017 9:24PM	01/21/2017 9:24PM
Service Desk Analyst	246930	2 Metro Tech 4Th Flr. Rm 418	DEPT OF INFO TECH & TELECOMM	Applied	Not Hired	04/02/2017 10:58PM	04/02/2017 10:58PM
Helpdesk and Change Control Coordinator	279981	210 Joralemon St., Brooklyn	DEPARTMENT OF FINANCE	Applied	Applied	06/02/2017 4:50PM	06/02/2017 4:50PM
PSAC II DESKTOP SUPPORT	289785	350 Marconi Street, Bronx, NY	FIRE DEPARTMENT	Applied	Applied	06/10/2017 8:47PM	06/10/2017 8:47PM
Computer Systems Support Associate	291068	253 Broadway New York Ny	EQUAL EMPLOY PRACTICES COMM	Applied	Applied	06/10/2017 9:01PM	06/10/2017 9:01PM
PSAC Service Center Associate	282493	2 Metro Tech 4Th Flr. Rm 418	DEPT OF INFO TECH & TELECOMM	Applied	Applied	06/25/2017 10:19PM	06/25/2017 10:19PM
IT Hardware Support	292261	100 Gold Street	HOUSING PRESERVATION & DVLPMNT	Applied	Not Hired	06/25/2017 10:24PM	06/25/2017 10:24PM
IT Support Technician	285308	96-05 Horace Harding Expway	DEPT OF ENVIRONMENT PROTECTION	Applied	Applied	07/29/2017 7:26PM	07/29/2017 7:26PM
Computer Operator	295264	9 Metrotech Center, Brooklyn N	FIRE DEPARTMENT	Applied	Applied	08/12/2017 6:19PM	08/12/2017 6:19PM

 <div style="float: right; text-align: right;"> United States Attorney's Office <i>Eastern District of New York</i> </div>	
<h2 style="margin: 0;">Civil Rights Complaint Form</h2>	
<p>The United States Attorney's Office is charged with enforcing the federal civil rights laws within the Eastern District of New York, which includes Brooklyn, Queens, Staten Island in New York City and Nassau and Suffolk counties in Long Island. We therefore welcome information that brings to our attention possible violations of our nations civil rights laws.</p>	
Person Filing Complaint:	Person / Entity you are filing complaint about:
Name	New York Police Department
Address 1	Name of Person or Entity
Address 2	Address 1
City, State	Address 2
Zip	City, State
County	Zip
Phone	New York
E-mail Address	County
	Phone
Nature of Alleged Civil Rights Violation:	
<input type="checkbox"/> Disability Rights or Access	<input type="checkbox"/> Housing Discrimination
<input type="checkbox"/> Education	<input checked="" type="checkbox"/> Police / Law Enforcement Misconduct
<input checked="" type="checkbox"/> Employment Discrimination	<input type="checkbox"/> Prisoner / Rights of other Institutional Persons
<input type="checkbox"/> Bias / Hate Crimes	<input type="checkbox"/> Voting Rights
<input checked="" type="checkbox"/> Other (specify) : Viewpoint discrimination by NYPD in violation of my 1st Amendment rights, 18 U.S.C. 1512, 18 U.S.C. 242, 18 U.S.C. 245, 42 U.S.C. 1985 and harassment	
<p>The Mayor's head of security (Howard Redmond), Lieutenant Nieves, and a few other regular NYPD officers subjected me to viewpoint discrimination on 8/30/17 inside of the Mayor's public town hall meeting he held at 195 Graham Avenue in Brooklyn.</p>	
<p>The circumstances in which it occurred were as follows:</p>	
<p>1. After being issued an admission ticket, I was sitting calmly and lawfully shortly after 6 pm inside of</p>	

the gym where the meeting was held and as people continued to arrive to the meeting.

2. When I noticed Mr. Redmond walking by the area where I was sitting, I casually asked him how the federal civil rights lawsuit against him was going in light of the fact that my last experience with him on July 25th had him violate my civil rights inside of the subway station next to City Hall by Broadway and Murray Street. Back then, he also put his hands on me and dragged me away from where I stood lawfully asking questions to the Mayor from roughly 6 feet away and while I was separated from him by a metal fence.

3. He responded to my question by illegally and deliberately making physical contact with me by putting a hand on me by my left shoulder that caused me immediate alarm, due to my prior history with him.

4. I next proceeded without hesitation to demand that he immediately explain precisely what gave him a legal basis to make physical contact with me while I was seated and acting lawfully. He responded by fraudulently insisting that he could do so without my permission and told me I had to calm down. Following several additional remarks between us that included me telling him that a) he should be aware by now that he and I don't get along, b) I hate him (due to how he previously violated my civil rights), and c) to leave me alone and just go about his business, he eventually and briefly walked away.

5. At about that time, I resumed talking to 2 women who were seated in the row of seats directly behind me about the fact that members of the NYPD illegally seized literature at the Chinatown town hall in June and subjected me to viewpoint discrimination repeatedly at similar public meetings held by the Mayor.

6. Shortly thereafter, Lieutenant Nieves approached me with several other members of the NYPD and asked me if he could talk to me outside. In response, I told him that I would prefer to talk to him where I was. I stated this because I don't trust the NYPD due to my experiences with them and there were plenty of witnesses in the gym by then....roughly 50 people. At that point, Mr. Nieves picked up my backpack and forced me to get up with the assistance of the other NYPD officers, who escorted me while pushing me lightly out of the gym through its rear exit. Upon exiting that building, Mr. Redmond was waiting for me and immediately told me that he had kicked me out in spite of the fact that I had not done anything wrong. At no point then nor thereafter was I threatened with being arrested nor was I ever given an explanation for why I was forced to leave that public meeting.

7. After being kicked out of that meeting that I had somewhat expected beforehand, I distributed numerous copies of literature I brought with me about previous acts of viewpoint discrimination to which the NYPD has subjected me to people who were entering and leaving that meeting. I also briefed both Sal Albanese and David Eisenbach (candidate for Public Advocate) about this after I was kicked out. I had previously met both of them at other events.

The following video of that town hall meeting has been very useful to identify witnesses at the 8/30/17 town hall before I was subjected to illegal viewpoint discrimination by the NYPD that caused me to be kicked out of it, others who attended it that I later briefed about having been illegally kicked out of it, and yet others who previously subjected me to similar viewpoint discrimination at similar public meetings pertaining to the Mayor.

Excerpt from 2014 U.S. Supreme Court decision confirming Mr. Redmond & other members of the Mayor's NYPD insecurity detail have been illegally subjecting myself and others to viewpoint discrimination at public meetings since 4/27/17:

https://www.supremecourt.gov/opinions/13pdf/13-115_gdl1.pdf

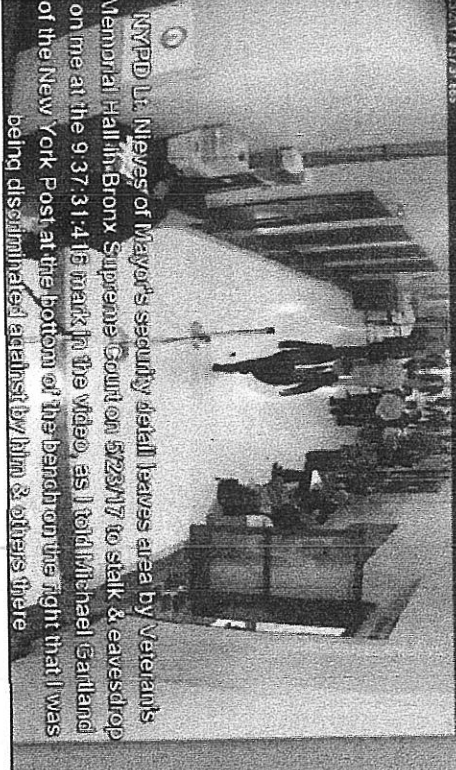
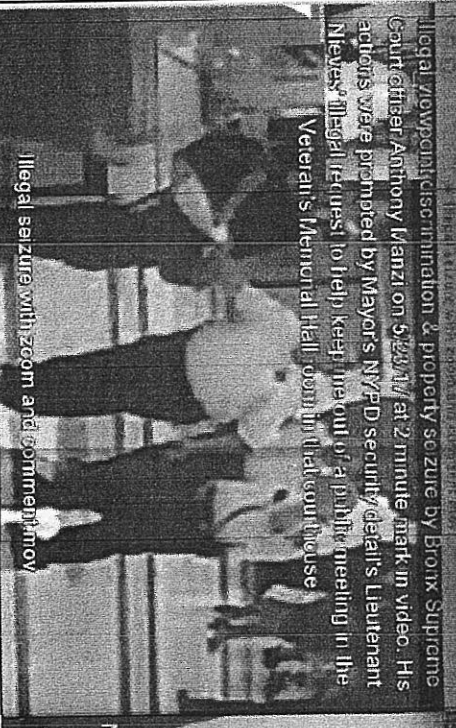
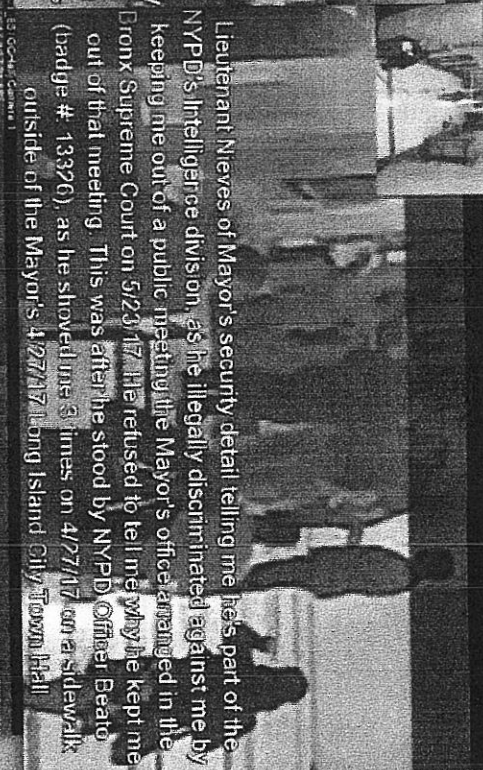
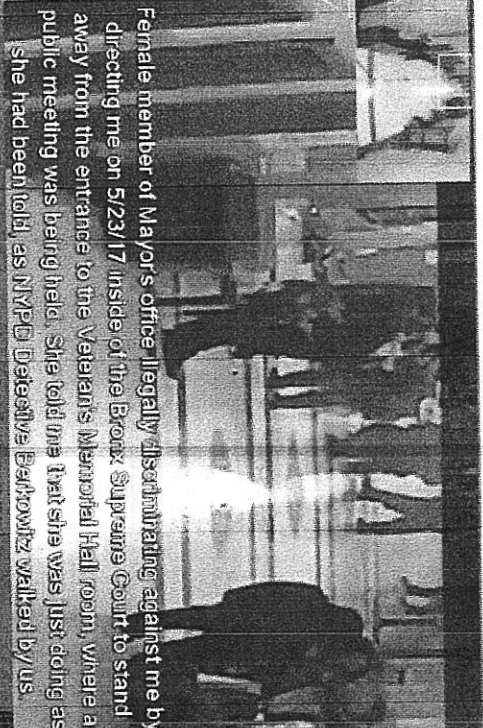
Opinion of the Court

II A

It is uncontested and uncontestable that government officials may not exclude from public places persons engaged in peaceful expressive activity solely because the government actor fears, dislikes, or disagrees with the views those persons express. See, e.g., *Police Dept. of Chicago v. Mosley*, 408 U. S. 92, 96 (1972). It is equally

Viewpoint discrimination I and another were subjected to on 5/23/17 in the Bronx Supreme Court due to Mayor's NYPD insecurity detail

Illegal viewpoint discrimination, property seizure, and harassment by Mayor's staff, NYPD security detail (Lt. Nieves) & Court Officers at Bronx Supreme Court following Mayor's NYPD security detail's request on 5/23/17 in Bronx Supreme Court to keep U.S. Navy veteran out of a public meeting ("Resource Fair" Mayor's office arranged) in the Veteran's Memorial Hall room in that court in violation of the Constitution and New York State's Open Meetings Law:



Information about Mr. Redmond's trial on 10/2/17 in federal civil rights lawsuit filed against him a few years ago

Secure: https://www.pacermonitor.com/public/case/9387624/Sherrard_v.City_of_New_York_et_al

PacerMonitor Features Plans & Pricing About

Sherrard v. City of New York et al

New York Southern District Court

Judge: Mark A Barnett

Referred: Kevin Nathaniel Fox

Case #: 1:15-cv-07318

Nature of Suit 440 Civil Rights - Other Civil Rights

Cause 42:1983 Civil Rights Act

Docket Parties (15)

Case Filed: Sep 16, 2015

Docket last updated: 08/31/2017 11:59 PM EDT

Thursday, August 10, 2017

90

ORDER TRANSFERRING CASE: Judge Mark A. Barnett of the U.S. Court of International Trade, an Article III Judge sitting by designation in the Southern District of New York, has graciously agreed to try the case of Kaian Sherrard v. Deputy Inspector Redmond, 15-cv-7318. The case is scheduled for a final pretrial conference on Friday, September 22, 2017, at 11:00 a.m. and trial on Monday, October 2, 2017, but this schedule may be altered by Judge Barnett. (See Dkt. No. 89.) The Clerk of the Court is directed to effect the re-assignment to Judge Barnett. (Signed by Judge Colleen McMahon on 8/10/2017) Copies E-Mailed By Chambers. (kgo)

NOTICE OF CASE ASSIGNMENT to Judge Mark A. Barnett: Judge Colleen McMahon is no longer assigned to the case. (kgo)

Key excerpt in the amended complaint in that lawsuit against Mr. Redmond:

Case 1:15-cv-07319-CM-KNF Document 32 Filed 12/14/15 Page 3 of 6

members of the NYPD.

17. Upon information and belief, at some time before September 17, 2012, the NYPD learned that there was to be a major demonstration in and around the area of the New York Stock Exchange on Wall Street on September 17, 2012 to commemorate the anniversary of the Occupy Wall Street movement. Further upon information and belief, the NYPD learned or believed that the demonstrators intended to disrupt the functioning of the stock market or "Wall Street" at large by impeding the ability of vehicles and people to circulate in the area.

18. Upon information and belief, at some time prior to September 17, 2012, high ranking policy makers of the NYPD formulated a plan to prevent the anticipated demonstration from taking place or at least to reduce the number of individuals participating in that demonstration. Under this plan, the NYPD adopted a policy of intercepting individuals that members of the NYPD determined were heading toward the area of the demonstrations and arresting them. This plan (the "Thwart Occupy Anniversary Protest Plan") was official New York City policy.

19. Plaintiff is a street performance artist who, among other things, dresses in a provocative manner as part of his artistic work. On September 17, 2012, at about 6:00 a.m., plaintiff, was lawfully riding his bicycle on Lafayette Street, proceeding downtown near White Street. Plaintiff, who was wearing bright pink panties and nothing more, was riding in a completely lawful manner. Plaintiff was in the company of a small number of other bike riders who were also riding in a lawful manner.

20. When plaintiff reached White Street, a large number of NYPD vehicles swarmed around plaintiff and the other riders. Deputy Inspector Howard Redmond, who

Case 1:15-cv-07319-CM-KNF Document 32 Filed 12/14/15 Page 4 of 6

appeared to be in charge of the operation, arrived in an unmarked police car and ultimately ordered one of the Does to arrest plaintiff.

21. Upon information and belief, Deputy Inspector Redmond ordered plaintiff to be arrested pursuant to the Thwart Occupy Anniversary Protest Plan.

22. Plaintiff was arrested approximately 1 mile from the location of the planned demonstration.

23. Deputy Inspector Redmond and all the individual defendants were in a position to observe and did in fact observe that plaintiff had violated no laws.

24. All the individual defendants were actually aware that the arrest of plaintiff was illegal and without probable cause.

25. All the individual defendants nonetheless participated, enabled or acquiesced in the illegal arrest of the plaintiff.

26. Plaintiff was never advised what the basis for his arrest was.

27. Plaintiff was fingerprinted and held in Central Booking, but released after about 19 hours of illegal detention without being charged with any crime.

28. At all times, the individual defendants were acting within the scope of their employment as employees of the City of New York.

Claim One.

29. On September 17, 2012, defendants violated plaintiff's right, guaranteed to him under the Fourth Amendment to the United States Constitution, to be free of unreasonable search and seizure.

Confirmation Mr. Redmond is the Mayor's NYPD Insecurity Chief:

<https://www.nytimes.com/2015/05/06/nyregion/mayor-de-blasio-is-irked-by-a-subway-delay.html>

Mayor de Blasio Is Irked by a Subway Delay

By MICHAEL M. GRYNBAUM MAY 5, 2015

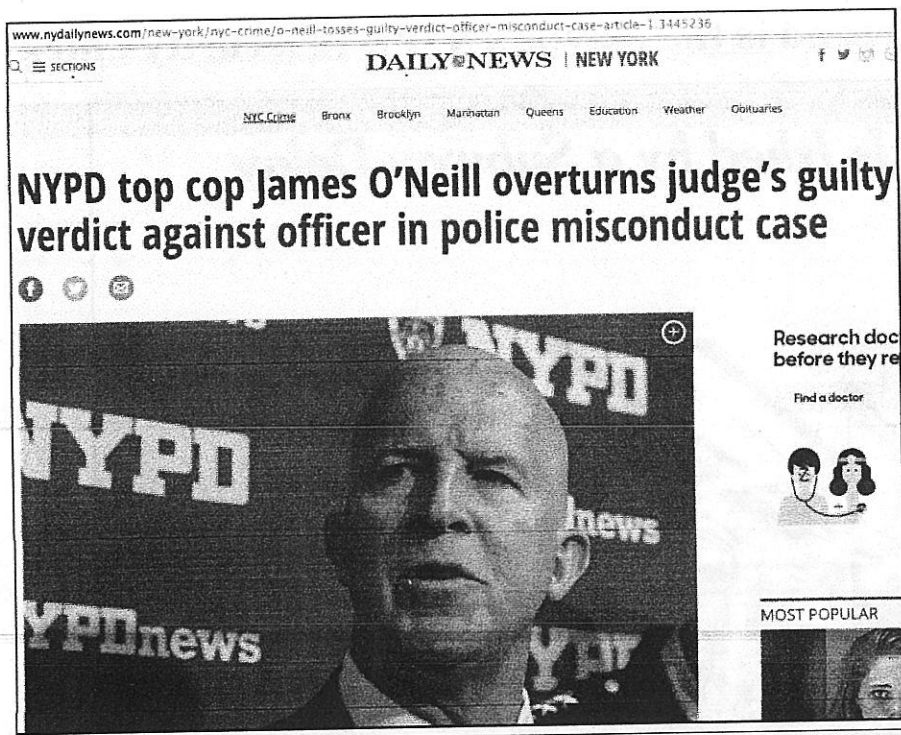


<https://www.nytimes.com/2015/05/06/nyregion/mayor-de-blasio-is-irked-by-a-subway-delay.html>

Mayor Bill de Blasio, it seemed, was not pleased.

In a stern, bullet-pointed missive on Monday, the mayor described a star-crossed attempt at riding the subway to a speaking engagement in Midtown Manhattan. A train never came — and when the mayor resurfaced, his security vehicles were nowhere in sight.

“The detail drove away when we went into the subway rather than waiting to confirm we got on a train,” Mr. de Blasio wrote in the email, addressed to Deputy Inspector Howard Redmond, the head of his Police Department security detail. “We need a better system.”



Source: <http://www.westsidespirit.com/local-news/20170720/nypd-lawyer-quells-free-speech-dispute/1>

Headline: NYPD lawyer quells free speech dispute

Excerpts that refer to viewpoint discrimination at Mayor's 6/21/17 town hall meeting in Chinatown in Manhattan and include remarks by Norman Siegel, who is the former head of the ACLU:

According to several people who attended the June 21 event, in Chin's district, uniformed and plainclothes NYPD personnel at a security tent rifled through would-be attendees' belongings and seized political flyers, banners and signs critical of either Chin or de Blasio or that supported opposition candidates before they allowed people into the YMCA on Bowery.

Siegel said police officials knew who within the department had given the directive for the searches and confiscations. Siegel was given that person's rank and but not his or her name.

Siegel said the department lawyer was cautious during the pair's phone conversation, likely because of possible litigation against the city.

In letters sent to de Blasio and police Commissioner James O'Neill earlier this month, Siegel said "Such actions by state actors raise serious constitutional concerns under the First and Fourth Amendments to the United States Constitution."

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 10/23/17

(PLEASE PRINT)

Name: Rachel Hauserin

Address: 255 Greenwich St.

I represent: DOITT

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 10/23/17

(PLEASE PRINT)

Name: Antette Hertz C/O

Address: Nyc Dept. of InfoTech

I represent: _____

Address: 255 Greenwich St NYC 10007

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Evan Hirsch DOITT Deputy Commissioner

Address: _____

I represent: DOITT

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☒ in favor ☐ in opposition

Date: 10/23/17

Name: Towaki Komatsu (PLEASE PRINT)

Address: _____

I represent: Self

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 10/23/17

Name: Michael Ouh (PLEASE PRINT)

Address: 253 Broadway

I represent: MOCS -

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 10/23/17

Name: Jordan Knowl (PLEASE PRINT)

Address: 2220 Fairfax Dr. Arlington VA 22201

I represent: IT Alliance for Public Sector (ITAPs)

Address: 1101 K Street NW Ste 610 Washington DC

Please complete this card and return to the Sergeant-at-Arms