



**Department of
Youth & Community
Development**

Jeanne B. Mullgrav
Commissioner

July 16, 2013

ADDENDUM #1

Re: Runaway and Homeless Youth (RHY)
Request for Proposals
PIN: 26014RHYPRFP

Dear Prospective Proposer:

Pursuant to Sections 3-02 (i) and 3-03 (f) (2) of the Procurement Policy Board (PPB) Rules, the Department of Youth and Community Development (DYCD) is issuing **Addendum #1** to the Runaway and Homeless Youth (RHY) Request for Proposals (RFP) PIN 26014RHYRFP.

I. ADDENDUM ITEMS

1. Section II, Summary of the Request for Proposals, Section B, Service Options and Competitions, Chart, Page 7. In the right hand column of the first row of the chart (Drop-In Centers), the first bullet is amended to read as follows:

- Each drop-in center would serve a minimum of 1000 youth annually, and, during each year of the contract, would provide at least **8** “community outreach” workshops/presentations, and at least **12** workshops for youth who visit the program.

2. Section II, Summary of the Request for Proposals, Footnote 9, Pages 8-9. The email address after the words “Randolf Scott can be contacted at” is deleted and replaced with the following:

rascott@dycd.nyc.gov

3. Section III, Scope of Services, Section B. Assumptions Regarding Organizational Capability, Page 10. The following bullet is added:

- The contractor would have the capacity to integrate the proposed program into its overall operations

4. **Section III, Scope of Services, Section C Assumptions Regarding Contractor Approach, Subsection 2. Contractor and Staff Qualifications/Experience, Page 11.** The 2nd bullet is amended to add a second sentence, to read as follows:

- Key staff would have the minimum experience and qualifications specified below under each service option. All supervisory positions would be subject to DYCD approval prior to hiring.

5. **Section III, Scope of Services, 11. Data Collection and Statistical Report, Page 14**
A new bullet is added, as follows:

- Contractors would retain all case records for a period of 7 years.

6. **Section III, Scope of Services, Service Option II, Subsection 2 Target Population and Service Levels, Page 19.** Under the heading “Target Population and Service Levels” the following sentence is added immediately before the bolded final sentence of the paragraph:

Crisis shelters would be allowed 48 hours to fill a vacant bed and the calculation of the bed utilization rate would take this into account.

7. **Section III, Scope of Services, Service Option II, subsection 3, Core Program Elements, Page 21.** Under *Discharge/Follow-up Services*, the final item is amended to add the bolded words, as follows:

30 days after the date of discharge, the crisis shelter would conduct a check-in to verify the youth’s current housing status and situation **and document this in the youth’s case record.**

8. **Section III, Scope of Services, Service Option II, subsection 5, Data Collection and Statistical Reporting, Page 21.** The 4th bullet is deleted and replaced with the following:

- The contractor would, in accordance with NYS regulations, maintain written documentation of all services provided to a youth after he/she leaves the crisis shelter.

9. **Section III, Scope of Services, Service Option III, Subsection 4, Core Program Elements, Page 24.**

In the 4th item under the heading *Case Management/Counseling*, the words “The TIL housing counselor “ are deleted and replaced with the words “the contractor.”

10. **Section III, Scope of Services, Service Option III, Discharge/Follow-Up Services, Page 25.**
The following sentence is deleted:

Where a young person is discharged into public housing, the housing counselor would provide at least two years of case management, following discharge.

11. Section III, Scope of Services, Service Option IV, Subsection 3, Core Program Elements, Page 26. The following bullet is added under the heading “*Transportation*” :

- The contractor would have a vehicle, approved by DYCD, for the purpose of providing the street outreach services.

12. Section IV, Format and Content, Section C. Program Proposal, 1. Organizational Capability, Page 29. The following bullet is added:

- Demonstrate the proposer’s capacity to incorporate the proposed program into the organization’s overall operations. Attach an organizational chart showing how the proposed program will fit into the organization’s operations.

13. Section IV, Format and Content, Section 2. Experience and Qualifications, Page 30. In the 2nd bullet, under this heading, the word “contractor” is deleted and replaced with the word “proposer.”

14. Section IV, Format and Content, Section 2. Experience and Qualifications, Service Option IV, Page 31. Under “Describe,” the following new bullet is added:

- Qualifications and experience of key staff. Demonstrate that key staff members will have at least two years of experience providing street outreach services to at-risk youth, including engagement of youth, needs assessments, support and referral services, transportation and culturally sensitive services and information.

15. Section IV, Format and Content, Section 2. Experience and Qualifications, Service Option IV, Page 32. Under “Demonstrate” the word “contractor” in the 4th bullet is deleted and replaced with the word “proposer.”

16. Section IV, Format and Content, Service Option I, Page 32. under “Describe,” the following new bullets are added:

- Planned topics for at least 12 youth workshops. Explain how these topics are relevant and useful for the target population.
- Staff training plans, including topics and training resources.

17. Section IV, Format and Content, Subsection 3. Program Approach, Service Option II, Page 33. The 1st bullet under “State” is amended to add the following sentence:

Provide details of the proposed facility, its accessibility, and its amenities, including the number of offices, bedrooms, and spaces designated for private counseling.

18. Section IV, Format and Content, 3. Program Approach, Service Option II, Page 33. Under “Describe,” the following new bullets are added:

- Strategies for creating a safe and welcoming environment
- Strategies for promoting positive youth development in the proposed program.
- Staff training plans, including topics and training resources.

19. Section IV, Format and Content, Subsection 3. Program Approach, Service Option III, Page 33. The 1st bullet under “State” is amended to add the following sentence:

Provide details of the proposed facility, its accessibility, and its amenities, including the number of offices, bedrooms, and spaces designated for private counseling.

20. Section IV, Format and Content, Subsection 3. Program Approach, Service Option III, Page 33. Under “Describe,” the following new bullets are added:

- Strategies for creating a safe and welcoming environment
- Strategies for promoting positive youth development in the proposed program.
- Staff training plans, including topics and training resources.

21. Section IV, Format and Content, Subsection 3. Program Approach, Service Option IV, Page 34. Under “Describe,” the following new bullets are added:

- The planned hours of operation for street outreach services.
- The vehicle, in size and design, that will be used to provide the street outreach services described in the RFP.
- Staff training plans, including topics and training resources.

22. Section IV, Format and Content, Subsection 3. Program Approach, Service Option IV, Page 34. The 5th bullet

- Qualifications and experience of key staff, demonstrating that key staff members will have at least two years of experience providing street outreach services to at-risk youth, including engagement of youth, needs assessments, support and referral services, transportation and culturally sensitive services and information.

is deleted from this section of the RFP and moved to “Experience and Qualifications.” See Addendum Item 12 above.

- 23. Attachment I, Proposal Summary Form, Pages 41-42.** Attachment 1 is deleted and replaced by a **Revised Proposal Summary Form**, a copy of which is attached to this Addendum.

II. CLARIFICATIONS

1. Provision of Case Management Services in Drop-In Centers (Pages 15-18)

The minimum staffing requirements for each drop-in center are two full-time staff positions: one onsite supervisor and one coordinator. Case management services may be provided by either or both of these staff, as long as they have the qualifications and experience to undertake this work.

2. Definition of Onsite Supervisor - Service Options I, II and III (Pages 18, 21 and 25)

The onsite supervisor is one of the two required full-time staffing positions for Service Options I, II and III. The onsite supervisor is defined as the person with decision-making authority and primary responsibility for day-to-day program operations at the site (as distinct from a manager in the organization who may oversee staff at several sites). The onsite supervisor is also the contact person at the program site for all communications with DYCD.

3. Designation of DYCD-funded beds, Service Options II and III

Where a TIL or a Crisis Shelter facility includes beds funded through other sources, the DYCD-funded beds must be designated as DYCD beds so that agency program managers know where they are located within the facility when they make site visits. The DYCD beds do not have to be on the same floor, but must have a permanent designation within the facility.

4. Provision of Services to Male and Female Youth in RHY Residential Programs –Service Options II and III

Proposers may choose to serve males, females or both males and females, in DYCD-funded RHY residential programs. However, to comply with New York State Regulations 182.1-10 (b) (1) and 182-2.10 (b) (1), only youth of the same gender can occupy the same bedroom. Accordingly, programs serving both males and females in the same facility must provide separate bedrooms for male and female youth.

5. Drop-In Centers - Linkages and Subcontracts for Specific Services

Drop-in centers would have a single site within the proposed borough. However, specific services (for example, for psychiatric evaluations, substance abuse treatment, health and mental health care) that are often provided to RHY through a system of referrals, linkage agreements, or subcontracts, may be provided at another site. The drop-in center must provide all other services at its own site during the hours specified in the RFP.

6. Minimum Service Levels for Street Outreach Services

The specified service level for Street Outreach Services of “at least 4,800 youth annually” refers to the total number of contacts to be made during the contract year, and is not an unduplicated number.

7. Attachment 4 –Linkage Agreements, Page 46

Proposers may submit copies of signed Linkage Agreements sent to them by fax or as attachments to emails from organizations with whom they have formed the linkage but they must be attached to the proposal as hard copies. DYCD does not accept documents submitted electronically.

8. Attachments 1 through 5 and Attachments 7 and 8

These Attachments will be posted on the DYCD website as fillable forms.



Dana Cantelmi
Agency Chief Contracting Officer



**Department of
Youth & Community
Development**

Jeanne B. Mullgrav
Commissioner

**RUNAWAY AND HOMELESS YOUTH SERVICES
REQUEST FOR PROPOSALS (RFP)**

PIN: 26014RHYRFP

RFP RELEASE DATE: Monday, June 24, 2013

DEADLINE FOR PROPOSALS: Thursday, August 1, 2013- 2:00PM

RETURN TO: Office of Contract Procurement
Department of Youth and Community Development
156 William Street, 2nd Floor
New York, New York 10038

ATTENTION: Dana Cantelmi
Agency Chief Contracting Officer

PRE-PROPOSAL CONFERENCE:

Date: Thursday, July 11, 2013
Time: 10:00AM
Location Department of Youth and Community Development
156 William Street, 2nd Floor
New York, New York 10038

This Request for Proposals (RFP) must be obtained directly from the Department of Youth and Community Development (DYCD) in person or by downloading it from DYCD's Web site, www.nyc.gov/dycd. If you obtained a copy of this RFP from any other source, you are not registered as a potential proposer and will not receive addenda DYCD may issue after release of this RFP, which may affect the requirements and/or terms of the RFP.



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**NEW YORK CITY
DEPARTMENT OF YOUTH AND COMMUNITY DEVELOPMENT**

**TITLE: RUNAWAY AND HOMELESS YOUTH SERVICES RFP
PIN: 26014RHYRFP**

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AUTHORIZED AGENCY CONTACT PERSONS

The authorized agency contact persons for all matters concerning this RFP are:

Procurement:

Dana Cantelmi
Agency Chief Contracting Officer
Department of Youth and Community Development
156 William Street, 2nd Floor
New York, New York 10038
E-mail: RFPquestions@dycd.nyc.gov
Telephone: 212-513-1820
Facsimile: 212-676-8129

RFP Content:

Cressida Wasserman
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New York, New York 10038
E-mail: RFPquestions@dycd.nyc.gov
Telephone: (212) 676-8109
Facsimile: (212) 676-8160

NOTE ON E-MAIL INQUIRIES: Proposers must enter “RHY RFP” in the subject line of their email message.

The Department of Youth and Community Development (DYCD) cannot guarantee a timely response to phoned-in and written questions regarding this RFP that are received less than one week prior to the RFP due date.

Proposers should note that any telephone or written response that may constitute a change to the RFP will not be binding unless DYCD subsequently issues such a change as a written addendum to the RFP.

SECTION I - TIMETABLE

A. Release Date: Monday, June 24, 2013

B. Pre-proposal Conference:

Date: Thursday, July 11, 2013
Time: 10:00AM
Location: Department of Youth and Community Development
156 William Street, 2nd Floor
New York, New York 10038

Attendance by proposers is optional but recommended by DYCD.

C. Proposal Due Date, Time, and Location:

Date: Thursday, August 1, 2013
Time: 2:00pm
Location: Hand-deliver proposals to: Office of Contract Procurement
Attention: Dana Cantelmi
Agency Chief Contracting Officer
156 William Street, 2nd Floor
New York, New York 10038

E-mailed or faxed proposals will not be accepted by DYCD.

Proposals received at this Location after the Proposal Due Date and Time are late and shall not be accepted by DYCD, except as provided under the New York City Procurement Policy Board Rules.

DYCD will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless DYCD issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

D. Anticipated Contract Start Date: July 1, 2014

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of RFP

Through this RFP, the Department of Youth and Community Development (DYCD) is seeking appropriately qualified not-for-profit organizations to provide services in New York City (City) for runaway and homeless youth (RHY) and youth at risk for homelessness. Anticipated total funding for this solicitation is **\$4,592,000** divided among four service options: Borough-based Drop-in centers, Crisis Shelters, Transitional Independent Living (TIL) Programs, and Street Outreach Services.

Youth homelessness may result from multiple and overlapping factors. These include shortages of affordable housing, family poverty, child abuse and neglect, domestic violence, mental illness, substance abuse, educational challenges, and exiting from juvenile detention or foster care facilities without having secured permanent housing.¹ In addition, youth may run away or be thrown out by their family following clashes over issues such as sexual orientation or gender identity, an unplanned pregnancy, persistent flouting of parental rules, or use of drugs and alcohol.

In 2006, DYCD created an integrated and coordinated continuum of care to protect and assist homeless youth and those at risk for homelessness. The continuum comprises Street Outreach Services, Drop-in centers, Crisis Shelters, and TIL programs. It seeks to make the most efficient use of resources by offering more robust services in the TIL programs after appropriate evaluations establishing which youth can benefit fully from longer term support designed to foster independent living skills and habits. Since the last RFP, DYCD has continued to develop and refine the continuum to include specialized services for particular sub-groups of homeless youth such as lesbian, gay, bi-sexual, transgender and questioning (LGBTQ) youth, pregnant and parenting youth, and sexually-exploited youth, and to increase flexibility and encourage greater efficiency in the allocation of scarce resources.²

At this juncture, against the backdrop of a challenging economic environment, this RFP focuses on the quality and efficiency of RHY services and clarifies DYCD expectations with regard to certain program requirements. It stresses the need to create safe and welcoming environments for all RHY, adopt positive youth development approaches that foster essential life-skills, help youth access relevant health and mental health services,³ and identify and attain their education and career goals. It also reaffirms the need for effective utilization of RHY residential programs and community outreach strategies that raise awareness and expand resources to address youth homelessness. Finally, it highlights the importance of addressing family issues, defining “family” broadly to include wider kinship groups and significant, non-relative caring adults.

¹ See, e.g., Toro, Paul A., Amy Dworsky, and Patrick J. Fowler. *Homeless Youth in the United States: Recent Research Findings and Intervention Approaches*. National Symposium on Homelessness Research. April 2007. <http://aspe.hhs.gov/hsp/homelessness/symposium07/toro/index.htm#Homeless>.

² Other notable developments since the last RFP include the issue by DYCD of a Guide for contractors entitled *Dignity and Respect for All: Creating and Maintaining A Welcoming Environment* (see <http://www.nyc.gov/html/dycd/html/resources/resources.shtml>) and publication of the 2010 Report of the Mayoral Commission on LGBTQ Runaway and Homeless Youth and DYCD’s launch of a family therapy pilot program based on one of the Commission’s recommendations. DYCD Commissioner, Jeanne B. Mullgrav was the director of the Commission which was chaired by Ana A. Oliveira. See, *Our Children: Strategies to Prevent Homelessness, Strengthen Services, and Build Support for LGBTQ Youth*. NYC Commission on Lesbian, Gay, Bisexual, Transgender and Questioning Runaway and Homeless Youth, June 2010. <http://www.hmi.org/document.doc?id=31>.

³ Homeless youth are vulnerable to a variety of health and mental health challenges. Health issues include exposure to sexually transmitted infections (including HIV), unwanted pregnancy, asthma, tuberculosis, diabetes and hepatitis. Common mental health issues include anxiety, depression, post-traumatic stress disorder, suicide ideation/attempts, and substance abuse/dependency. See, e.g., Edidin JP, Ganim Z, Hunter SJ, Karnik NS (2012). “The mental and physical health of homeless youth: a literature review.” Department of Psychiatry and Behavioral Neuroscience, University of Chicago, Chicago, IL, USA. <http://www.ncbi.nlm.nih.gov/pubmed/22120422>.

Recent studies have highlighted the ways in which RHY stay connected to their families⁴ and the potential benefit to RHY from building on those connections.⁵ DYCD will encourage programs to address family issues and strengthen family connectedness as an integral component of their efforts to address the needs of the homeless youth they serve. Essentially, DYCD expects programs funded through this RFP to seek to reunite RHY with their families, whenever possible, in line with the goals of the New York State (“State”) RHY regulations and federal legislation.⁶ If reunification is not a realistic or appropriate goal due, for example, to a history of violence, abuse or neglect, programs will be expected to help youth progress towards self-sufficiency and independent living.

In all cases, contractors funded through this RFP will be expected to offer RHY a range of services and supports, including, where necessary, alternative housing options within the five boroughs of the City. Programs will be expected to provide some services directly and others through an integrated network of linkages with other agencies or other units within their own organization.⁷

⁴ For example, using email, phone, text messaging or social media. One recent study reported that 62 percent of homeless youth own a cell phone, 51 percent connected with home-based peers on the phone and 41 percent connected to parents and 17 percent of youth used their phone to call a case manager. See, “Cell phone use among homeless youth: potential for new health interventions and research.” Rice E, Lee A, Taitt S. *J Urban Health*. 2011 Dec; 88(6):1175-82. <http://www.ncbi.nlm.nih.gov/pubmed/22076445>. Homeless youth also intermittently return to their families, especially around holidays like Thanksgiving, as mentioned in focus groups and interviews conducted by DYCD during research for the Concept Paper issued on April 5, 2013. According to national statistics, the majority of homeless youth actually return home within a week. See, e.g., “Emerging Framework for Ending Unaccompanied Youth Homelessness.” The National Alliance to End Homelessness, March 2012. This publication suggests that family reunification or support should be prioritized as the initial intervention in all RHY programs, with ongoing support after the youth returns to the family. <http://www.endhomelessness.org/library/entry/an-emerging-framework-for-ending-unaccompanied-youth-homelessness>; “Ending Youth Homelessness Before It Begins: Prevention and Early Intervention Services for Older Adolescents.” National Alliance to End Homelessness 2009. <http://www.endhomelessness.org/library/entry/ending-youth-homelessness-before-it-begins-prevention-and-early-interventio>. See also, Milburn NG, Rosenthal D., Rotheram-Borus MJ, et al (2007). “Newly homeless youth typically return home.” *J. Adolesc Health* 2007 574-6. <http://www.ncbi.nlm.nih.gov/pubmed/17531769>. This study reports that most newly homeless adolescents return home for significant amounts of time within two years of becoming homeless.

⁵ See, e.g., Slesnick, Natasha and Jillian L. Prestopnik (2009) “Comparison of Family Therapy Outcome with Alcohol-Abusing, Runaway Adolescents,” *Journal of Marital and Family Therapy*. Vol. 35 (3), Jul 2009, 255-277. <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC2697451/>; Arnold, Elizabeth Mayfield and Mary Jane Rotheram-Borus (2008) “Comparisons of HIV Prevention Programs for Homeless Youth.” *Prevention Science*. 9 Dec. 2008.

www.springerlink.com/content/t2112j1m612875h1/fulltext.html. Norweeta G. Milburn et al (2012). “A Family Intervention to Reduce Sexual Risk Behavior, Substance Use, and Delinquency Among Newly Homeless Youth.” *Journal of Adolescent Health* 50 (2012) 358–364. See also, Caitlin Ryan et al (2010) “Family Acceptance in Adolescence and the Health of LGBT Young Adults” in *JCAPN* Volume 23, Number 4, November, 2010, and Caitlin Ryan et al (2009) “Family Rejection as a Predictor of Negative Health Outcomes in White and Latino Lesbian, Gay, and Bisexual Young Adults” in *Pediatrics*, Journal of the American Academy of Pediatrics. January 2009. http://familyproject.sfsu.edu/publications#peer_reviewed;

⁶ See, State Regulations 9 NYCRR Sub-Parts 182-1 (Runaway and Homeless Youth Regulations for Approved Runaway Programs) and 182-2 (Runaway and Homeless Youth Regulations for Transitional Independent Living Support Programs) which can be accessed through the DYCD website at: http://www.nyc.gov/html/dycd/html/runaway/transitional_independent_living.shtml.

⁷ In addition to linkages with other not-for-profit service providers, the integrated network would include collaborative relationships with City and State agencies such as the Administration for Children’s Services (ACS), the Department of Education (DOE), the Department of Health and Mental Hygiene (DOHMH), the Department of Homeless Services (DHS), the Department of Probation (DOP), the State Office of Children and Family Services (OCFS), and the Police Department (NYPD).

B. Service Options and Competitions

This RFP comprises four service options and eight competitions:

- Service Option I: Five Borough-based Drop-In Centers (Five competitions, one program per borough)
- Service Option II: Crisis Shelter Programs (One citywide competition)
- Service Option III: Transitional Independent Living (TIL) Programs (One citywide competition)
- Service Option IV: Street Outreach Services Program (One citywide competition for one program)

Proposers may submit proposals for more than one service option, competition and program. **However, a complete and separate proposal must be submitted for each proposed program.** Where a proposer is eligible for award of more than one contract, DYCD reserves the right to determine, based on the proposer’s demonstrated organizational capability and the best interests of the City, how many and for which proposed program(s) and at what level of services a contract will be awarded, as well as the dollar value of each such contract.

Service Option	Levels of Service/Utilization Rates
I. Drop-In Centers	<ul style="list-style-type: none"> • Each drop-in center would serve a minimum of 1,000 youth annually, and provide at least 12 “community outreach” workshops/presentations annually. • Each drop-in center would provide case management to 10 percent of the number of unduplicated youth to be served under the contract.
II. Crisis Shelters	<ul style="list-style-type: none"> • Crisis shelters would provide a total of 39 to 54 crisis shelter beds. Each shelter would maintain a utilization rate of 97 percent.
III. TIL Programs	<ul style="list-style-type: none"> • TIL programs would provide a total of 48 to 68 TIL beds. Each TIL program would maintain a utilization rate of 97 percent.
IV. Street Outreach Services	<ul style="list-style-type: none"> • The citywide street outreach program would make at least 4,800 contacts with youth annually.

C. Anticipated Contract Term

It is anticipated that the term of the contracts awarded from this RFP will be three years, starting July 1, 2014. DYCD will have an option to renew these contracts for up to three additional years at its discretion.

D. Anticipated Maximum Available Annual Funding

The anticipated maximum annual funding for the contracts to be awarded from this RFP is set out in the chart below. DYCD reserves the right to award less than the full amount requested by proposers and modify the allocation of funds among service options in the best interests of the City.

Service Option	Anticipated Maximum Available Annual Funding
I. Drop-In Centers	\$980,000 annually for 5 borough-based drop-in centers distributed as follows: <ul style="list-style-type: none"> • <i>Manhattan, Brooklyn, the Bronx and Queens:</i> maximum of \$200,000 each. • <i>Staten Island:</i> maximum of \$180,000.
II. Crisis Shelters	\$1,365,000 annually at a unit price per bed ranging from \$25,000 to \$35,000
III. TIL Programs	\$2,047,000 annually at a unit price per bed ranging from \$30,000 to \$42,000 .
IV. Street Outreach Services	\$200,000 total annual funding for one citywide contract.

E. Anticipated Payment Structure

It is anticipated that the payment structure of contracts awarded from this RFP will be based on line-item budget reimbursement of program expenses pursuant to a budget approved by DYCD. Under Service Options II and III, DYCD reserves the right to withhold up to 10 percent of the annual contract value pending fulfillment of the required bed utilization rate, starting in the second year of the contract.

F. Requirements

All Proposers

By the date of contract award, if not previously demonstrated, the proposer must prove its status as a private, not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code by submitting a copy of the certificate of incorporation.

Option II and Option III

- Proposers for Crisis Shelter and TIL program **contracts must be certified, or have filed for certification**, to operate a residential facility as defined by State RHYA Regulations, **by the proposal submission due date indicated in this RFP**. Youth cannot be served in an RHY residential facility until State OCFS RHY certification has been secured.⁸ DYCD reserves the right to conduct site visits to proposed program sites prior to the award of contracts.
- **Proposers who are currently certified** shall append a copy of the RHY certification to Attachment 1 (Proposal Summary) of their proposal as proof.
- **Proposers who are not currently certified** must complete and submit the OCFS Report of Inquiry and the Application for an Approved Runaway Program forms to DYCD.⁹ Upon submission of these documents,

⁸ State OCFS RHY certification for residential providers can take several months to complete. Proposers of programs that include sites not currently certified will be required to submit a completed State OCFS Report of Inquiry form to DYCD to begin certification and must be certified prior to the contract start date.

⁹ The Report of Inquiry and the Application for an Approved Runaway Program forms are available on DYCD’s website at www.nyc.gov/dycd under Runaway and Homeless Youth, Information for Providers. Hard copies can be obtained on request from DYCD. Proposers should **hand deliver** the fully completed documents to: **Randolf A. Scott, Runaway and Homeless Youth Coordinator, 156 William Street, 4th Floor, New York, NY 10038**. Randolf Scott can be contacted at

proposers will receive a receipt from DYCD. **Proposers must append this receipt to Attachment 1 of their proposal as proof of having applied for certification.**

- Final contract award shall be contingent upon presentation of a copy of the RHY certification.

G. Subcontracting

Subcontracting is allowed subject to the following conditions:

- No more than 35 percent of the total value of the contract may be subcontracted.
- All proposed subcontractors must be identified in the proposal and meet the same requirements as prime contractors.
- All subcontractors and subcontracts are subject to DYCD approval before expenses are incurred and payment made.

Please see the City's Notice regarding a new web-based subcontractor reporting system (Attachment 10).

H. Regulatory Framework

State RHY Regulations. All residential programs shall comply with applicable State regulations 9 NYCRR §182-1 *et seq.* and 9 NYCRR §182-2 *et seq.* (RHY Regulations.¹⁰) The RHY Regulations relate to various aspects of programs for RHY, including, but not limited to: program protocols, facilities, staff qualifications and staff training.

Non-discrimination. The contractor shall provide services to all persons regardless of actual or perceived race, color, creed, national origin, alienage or citizenship status, gender (including gender identity), sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

Staff Screening. In addition to the screening requirements in the RHY Regulations, the contractor shall use due diligence to conduct a background check and determine whether any program staff member, paid or volunteer, has a criminal conviction record. If evidence of such history is found, the contractor shall inform DYCD of the history and, in consultation with DYCD, determine, in accordance with applicable law, including Article 23-A of the New York Corrections Law, whether it would be appropriate to have that person serve as a staff member.

ADA Requirements. Program facilities must be easily accessible for people with disabilities and meet all requirements of the Americans with Disabilities Act (ADA). If they do not, DYCD-approved alternative measures, such as access to other suitable space, would be used to make activities accessible to youth with disabilities.

Contract Payments. All payments to contractors shall be made as reimbursements of expenses pursuant to a budget approved by DYCD, and no payments shall be made nor funds applied to other uses. All contract payments are subject to audit.

rscott@dycd.nyc.gov. Proposers must submit completed documents to DYCD **at least 10 days prior to the proposal due date** to allow for processing.

¹⁰ A copy of the RHY Regulations is posted on the DYCD website at www.nyc.gov/dycd, under the heading "Runaway and Homeless Youth" and at the link "Information for Providers."

SECTION III - SCOPE OF SERVICES

A. Goals and Objectives

DYCD's goals and objectives for this RFP are as follows:

- To protect and address the needs of RHY through an integrated network of residential and non-residential services, reuniting youth with their families, whenever possible. Where reunification is not a realistic option, the goal is to help youth progress toward stability, economic self-sufficiency, and successful independent living.
- To ensure a safe and welcoming environment for all RHY regardless of culture or background, including young parents, victims of abuse, youth involved with the criminal or juvenile justice system, and LGBTQ youth.
- To provide services infused with the principles of positive youth development, offering participants activities and experiences that help them to identify their goals and aspirations and develop into healthy, responsible, and resilient adults.
- To facilitate access to essential resources through an effective system of linkages and referrals.
- To improve relationships among program participants, their peers, family and community members to help youth develop networks of support.

B. Assumptions Regarding Organizational Capability

- The contractor would be fiscally sound and capable of managing the proposed program.
- The contractor's Board of Directors would remain free of conflicts of interest and exercise active oversight of:
 - Program management, including regular reviews of executive compensation, audits, and financial controls.
 - Program operations and outcomes.
- The contractor would be capable of starting program operations by July 1, 2014.
- The contractor would have an effective internal monitoring system to identify program, personnel, and fiscal issues.
- The contractor would have an effective system for data collection and management that would include key staff having access to computers. Key staff would have the skills required to utilize the DYCD data reporting systems.
- The contractor would have an effective computerized system for data collection and management that meets the following specifications:
 - Microsoft Internet Explorer 8 or greater, Mozilla Firefox 7 or greater, Safari, or Google Chrome is required.
 - A minimum connection speed of 1 MB/s download speed (basic DSL) is required. Dial-up modems are not sufficient.
 - Up-to-date antivirus software is required.
 - Firewall software or hardware is strongly recommended.
 - A computer system that employs hierarchical password protection to define and restrict access to specified users is required.

- The contractor would have a continuous quality improvement process that includes quality assurance measures for all aspects of the program.
- For the purposes of conducting business with DYCD, the contractor would establish email addresses and computer access for the onsite supervisor and all key staff and maintain internet service at the program site.

C. Assumptions Regarding Contractor Approach

DYCD's assumptions regarding which approach will most likely achieve the goals and objectives of this RFP are set out below:

All Service Options

1. Administrative Requirements

Each contractor would:

- Comply with all DYCD policies and administrative procedures. These requirements include attendance by onsite supervisors at DYCD-sponsored monthly program meetings; compliance with DYCD contract obligations and State certification regulations; cooperation with DYCD regarding site visits that are conducted for the purpose of inspecting physical plant, operations, participant services, staffing schedules, personnel and staff training records, youth case records, and other documentation required to demonstrate compliance with DYCD contract obligations and State certification regulations.
- Provide RHY with clear information regarding program services and grievance/complaints procedures.
- Have in place written security and safety protocols, including weapons control and emergency preparedness, to ensure the safety of staff and youth.
- Collect and report statistical data as requested by DYCD, including the number of youth served, demographics, utilization rates, and referrals, together with any data requirements specified below under each Service Option, in a format consistent with DYCD policies and procedures and RHY regulations.
- Utilize the DYCD data management systems, including Capricorn and Luna and other systems that may be introduced, as directed.
- Attend DYCD-organized trainings and other events designed to promote best practices and enhance the skill levels of program staff.

2. Contractor and Staff Qualifications/Experience

- The contractor would have at least two years of successful experience within the last five years working with RHY or youth at risk for homelessness due to factors such as substance abuse, mental health issues, aging out of foster care, justice system-involvement, and sexual/gender identity issues.
- Key staff would have the minimum experience and qualifications specified below under each service option.
- All staff, paid and volunteer, would have the appropriate education and experience to effectively provide the program services.

3. Program Facility

- The program facility (and, if applicable, vehicles) would be located within the five boroughs of the City and appropriate in size and design to accommodate program staff, clients and services.
- The program facility would be easily accessible by public transportation and for people with disabilities.

- The program facility would prominently display a DYCD poster inviting participants to communicate any concerns regarding RHY services to program staff or to DYCD.
- Residential facilities: the contractor would be certified by the State to serve RHY and would operate the facility in accordance with RHY Regulations. These conditions must also be met in the case where crisis shelter beds are co-located in residential facilities serving youth in foster care, even though the facility is certified by the State for youth in foster care.

4. A safe and welcoming environment

- The contractor would ensure that its staff are consistently sensitive and alert to the diverse cultures, traditions, religious affiliations, and backgrounds of program participants. All staff, whether paid or volunteer, would have the experience and training to assist any youth who seeks help.
- The contractor would ensure through protocols, training, and effective supervision that the program environment is friendly and supportive and all youth served are treated with dignity and respect. Even if the program is designed to address the specific needs of a particular sub-group of homeless youth (for example, LGBT or pregnant and parenting, or sexually exploited youth) it would, nevertheless, provide a safe and welcoming environment for every young person who seeks help, whether or not he/she belongs to the targeted group: *“Participants in DYCD programs should never have to confront behaviors that make them feel unwelcome or unsafe.”*¹¹
- The contractor would ensure that all participants understand their rights and responsibilities relating to the services offered.

5. Positive Youth Development

- All program services throughout the RHY continuum of care would be rooted in and informed by the principles of positive youth development. Homeless youth are deprived of the everyday guidance and support of adult family members to help them through difficult times. RHY program staff would take on the role of the responsible, caring adults in their lives, protecting youth from harm and helping them find ways to address the challenges they face.
- In accordance with the principles and practices of youth development, the contractor would ensure the safety, engagement, confidence and empowerment of youth; build trusting relationships with each participant and between individual youth and his/her peers; set high expectations, especially in terms of educational attainment and job readiness; and offer opportunities to develop the skills and competencies needed for independent living; and provide participants with services, activities and experiences that promote stability, well-being and independence.
- The contractor would foster pro-social norms and help youth visualize their lives and futures in positive ways. If youth are engaging in destructive, harmful, or unhealthy behaviors, staff would explore the underlying causes, offer referrals to specialist health, mental health or behavioral health services, and actively facilitate youth access to appropriate expert assistance.
- The contractor would help youth acquire essential life-skills and competencies including critical thinking and communication skills, responsible decision-making, teamwork, and reliability (e.g., showing up on time for school, work, medical appointments etc.).

¹¹ See, Dignity and Respect For All: Creating and Maintaining a Welcoming Environment - A Guide for DYCD Contractors, Op. Cit.

- The contractor would urge participants to persevere despite setbacks, inspire them to take control of their lives and establish personal goals, help them develop healthy habits and life-styles and encourage them to become leaders and role models.

6. Family relationships

- Adopting effective strategies to address family issues would be a key component and integral part of the contractor's efforts to assist homeless youth. Unless inappropriate, due to a history of violence and abuse, program staff would help youth rebuild family connections, whether or not family reunification is a likely prospect.¹²
- Program staff would be alert to and actively seek out opportunities to identify and explore family issues, for example, during needs assessments, counseling sessions, and life-skills workshops.
- Program staff would recognize the possibility that family members may be an untapped source of support for RHY in the future and seek to foster improved family relationships accordingly, where appropriate.
- Program staff would bear in mind that family situations and dynamics may change over time, and, despite prior conflicts and dysfunctional relationships, youth may be looking for closer connections with members of their family.

7. Health Care

All programs would help youth access the health and mental health services they need. Healthcare priorities for homeless youth can be summarized as follows:¹³

- Connect youth to a clinic.
- Help them understand their own health.
- Give them trauma-informed care.
- Teach them to trust professionals.
- Help them overcome transportation barriers.
- Cover the basics: homeless youth need STD testing, pregnancy testing, routine check-ups and treatment for minor cuts and problems.

8. Transportation Services

Each contractor would be responsible for providing transportation services to youth in need and would ensure that RHY are safely transported, as necessary, to secure and appropriate locations. If transportation is provided directly by the contractor, all drivers would be qualified and licensed and vehicles insured.

9. Training and Professional Development

- The contractor would comply with the RHY Regulations, including the minimum training hours staff must complete and topics to be covered, such as safety and emergency procedures, HIV awareness and education,

¹² Providers should be aware that a variety of family-based interventions shown to be effective with groups of non-homeless youth are starting to be used as part of efforts to improve outcomes for homeless youth. These include short-term cognitive behavioral approaches such as the STRIVE (Support to Reunite, Involve and Value Each Other) model, and Family Group Decision Making and Family Group Conferencing as well as Ecologically-Based Family Therapy (EBFT), Functional Family Therapy (FFT), and Multi-systemic Therapy (MST).

¹³ See *Top priorities for Homeless Youth Healthcare*, National Clearinghouse on Families & Youth <http://ncfy.acf.hhs.gov/tools/exchange/well-being/health-care-priorities>. This document is published by The Family and Youth Services Bureau, a division of the Administration for Children and Families in the US Department of Health and Human Services.

case records and confidentiality, youth development, child abuse prevention/reporting, suicide prevention, cultural diversity awareness, domestic violence, pregnancy prevention and parenting, LGBTQ sensitivity, sexual exploitation, substance abuse, and youth with disabilities.

- The contractor would ensure that all staff, paid and volunteer, are sensitive to the diverse backgrounds and cultures of RHY and have received appropriate training and experience to work effectively with vulnerable youth and their families.
- The contractor would ensure that all staff members, paid and volunteer, participate in training to increase their capacity to effectively serve RHY in a manner that incorporates DYCD's core competencies for youth workers.¹⁴
- The contractor would provide staff with opportunities for ongoing professional development and ensure that they are given information about the Family Development Training and Credentialing Program (FDC) and eligibility for scholarships to FDC that are offered through DYCD. Successful completion of the FDC program would satisfy State RHY training requirements.

10. Linkages/Partnerships

- The contractor would have in place a set of linkages or partnerships and an effective system of referrals designed to enrich and expand program services and maximize resources available to RHY. Together, these linkages or partnerships would form an integrated network offering access to a range of supports at all points along the continuum of care.
- The contractor would have meaningful relationships with health, mental health, behavioral health, educational, employment, training, and other relevant programs and services, including other RHY programs.¹⁵ In multi-services organizations, linkages could be with other units within the agency.
- All linkages would be documented through written **Linkage Agreements (Attachment 4)** submitted with the proposal.

11. Data Collection and Statistical Reporting

- All contractors would comply with DYCD data reporting requirements as outlined below under each service option.
- All RHY contractors would report the number of sexually exploited youth they serve to enable DYCD to comply with the provisions of the City's Administrative Code that were amended when Bill 866-A was signed into law by Mayor Michael R. Bloomberg on April 2, 2013.¹⁶

¹⁴ The DYCD core competencies are posted on the agency's website at www.dycd.nyc.gov.

¹⁵ With regard to education services, contractors would be aware of the provisions of the McKinney-Vento Act. Under this Act, which covers children and youth in transitional shelters including transitional housing programs and transitional living programs (see M-V Section 725(2) (B) (i)), educational authorities are required to designate a liaison to identify homeless children and youth, and ensure they enroll in and have a full and fair opportunity to succeed in school. For further information, see, e.g., <http://www.nysteachs.org/about/>

¹⁶ The amendment to Title 21, Chapter 4 of the New York City Administrative Code requires the Administration for Children's Services and the Department of Youth & Community Development to submit an annual report to the City Council documenting the number of youth who identify themselves as or who the agencies determine to be sexually exploited. This data will be disaggregated by age, gender, agency contacted and services provided and will better enable these agencies to target services to this vulnerable population. The new law adopts the definition of "sexually exploited child" in the New York State social services law § 447-a subdivision one -viz: the term "sexually exploited child" means any person under the age of eighteen who has been subject to sexual exploitation because he or she:

- a) is the victim of the crime of sex trafficking as defined in section 230.34 of the penal law;
- b) is an abused child as defined in paragraph (iii) of subdivision (e) of section ten hundred twelve of the family court act;

Service Option I – Five Borough-Based Drop-In Centers

DYCD will award five contracts to support one drop-in center in each of the City's five boroughs. Each center would be located at a site easily accessible by public transportation from anywhere in the borough.

It is anticipated that the annual funding for each drop-in center in the Bronx, Brooklyn, Manhattan and Queens will be \$200,000, and in Staten Island, \$180,000.

1. Program Overview

Days/Hours of Operation

Each drop-in center would operate on four week days and on Saturdays and Sundays. Unless otherwise approved by DYCD, the hours of operation would be as follows:

- On the four weekdays: a nine-hour period between the hours of 10am and 10pm for a total of 36 hours.
- On Saturdays: from 2pm to 9pm.
- On Sundays: the drop-in center would open no later than 12 noon and operate for at least 5 hours.

To ensure Drop-In Center services are available in the City seven days a week, DYCD may require contractors to vary the days and times selected for closure.

Purpose

The drop-in centers are resource centers for homeless youth under age 25 and youth at risk for homelessness, and for families of such youth. Their main purpose is to prevent or minimize the duration of youth homelessness by addressing the needs of RHY and youth at risk for homelessness and providing information and access to other resources. To this end, drop-in centers are required to provide a range of services to help adolescents and young adults regain stability and get their lives back on track. In addition, the centers offer assistance to families to enable them to better support their children, thereby allowing crisis shelter and TIL programs to focus their resources on youth who have fewer options.

Services

Services provided by drop-in center contractors would include, but not be limited to, the following:

- Crisis intervention, assessment, counseling, and mediation;
- Transportation to RHY residential programs or other safe locations;
- Life skills and work readiness assistance;
- Work on family issues and relationships;
- Educational counseling;
- Referrals to other services, including education and career development, health and mental health, and substance abuse treatment programs;
- Assistance to procure identification documents;
- Provision of informational literature about youth homelessness and resources;
- Community outreach to raise public awareness about youth homelessness and resources to help RHY and youth at risk for homelessness.

-
- c) engages in any act as defined in section 230.00 or 240.37 of the penal law (Prostitution and Loitering for the purpose of engaging in a prostitution offense);
 - d) is a victim of the crime of compelling prostitution as defined in section 230.33 of the penal law;
 - e) engages in acts or conduct described in article two hundred sixty-three of the penal law.

Staffing/Role of Community Connections Coordinator

Minimum staffing for each drop-in center would be **one full-time onsite supervisor** with primary responsibility for the program and **one full-time community connections coordinator** (“coordinator”).

Role of the coordinator

The coordinator, working under the supervision of the onsite supervisor, would help youth and families to access appropriate services and resources in the neighborhood. The coordinator and other qualified staff would provide more intensive services in the form of case management and counseling for at least 10 percent of the total number of youth and families served annually by the drop-in center. The primary aim of the case management and counseling services would be to prevent or shorten the duration of homelessness among at-risk or precariously-housed youth by fostering greater family connectedness and improved family relations and identifying family and other support networks.

The coordinator would, in addition, be responsible for establishing critical linkages with local resources, creating an interlocking network of services, particularly those that help youth attain their education and career goals. Key relationships would be with schools, other RHY programs, City agencies and other government entities operating at the local community level. The coordinator would facilitate access to specialist service providers and ensure that resources for RHY are visible and well-known in the community. In addition, the coordinator would conduct *community outreach* to raise awareness of and educate the community about the issue of youth homelessness and strategies to address it.

2. Target Population, Service Levels, and Service Areas

The target population is runaway and homeless youth in the City under age 25, youth at-risk for homelessness, and families of such youth. Each drop-in center would serve a minimum of **1,000** unduplicated youth annually and provide case management services to **10 percent** of the number to be served under the contract.

Each drop-in centers may, in addition, offer services for residents of crisis shelter and TIL programs. These youth would count towards the overall minimum number of youth and families served annually by the center but not towards its minimum number for case management cases.

3. Core Program Elements

The drop-in center programs would include the following core elements:

Public Outreach, Education and Awareness – The contractor would raise awareness and educate the local community about youth homelessness and resources available through the drop-in center to assist youth and families. The contractor would conduct at least eight community-outreach workshop presentations per year at off-site venues such as schools, churches, community centers or at the drop-in center itself. Through such presentations, the contractor would highlight critical risk factors and homelessness prevention strategies, break down stereotypes, create a nexus between RHY and the community, disseminate information about local resources, and identify new sources of support for RHY and families.

Welcoming Environment – The contractor would create centers that are attractive for youth and families. They would provide a range of basic amenities including refreshments and meals, clean clothing, bathroom facilities, and, if possible, shower and laundry facilities, and lockers. The contractor would have a designated, space for providing private counseling and case-management services.

Resources and Information – In a designated area of the facility, the contractor would provide informational literature on topics such as HIV prevention, sexual orientation and gender identity, substance abuse, parenting, and other issues of relevance to RHY and youth at-risk for homelessness.

Preliminary Assessment and Referrals – The onsite supervisor of the drop-in center or other qualified and trained staff member would respond to requests for information, conduct initial assessments, and make referrals to other agencies such as shelter and emergency assistance, counseling, health and mental

health care, and education and training programs. The contractor would explain and provide written information about drop-in center services, agency policies and procedures (including grievance procedures), rights and responsibilities, and rules and privileges relating to confidentiality. The contractor would, as requested, distribute informational materials from DYCD.

Life-skills Workshops

- The drop-in center would offer a minimum of 12 workshops per year for the youth who visit the program. These workshops would be designed for program participants and would be separate and distinct from the community outreach presentations referred to above.
- The workshops would aim to help youth develop the skills and competencies they need for success in the adult world, covering a wide range of topics. For example, responsible decision-making; reliability (e.g., showing up on time for school, work, medical appointments, job interviews etc.); the importance of healthy habits and lifestyles; pro-social behaviors and getting along with peers; financial literacy; career pathways; educational and vocational resources; college access; and work readiness skills and habits. In addition, the workshops would provide opportunities for discussion of issues such as common causes of family conflict, problems within the family, reasons parents impose rules, and different approaches to addressing and resolving conflicts. They would also allow staff to use role-play as a teaching tool, for example, to highlight the benefits youth might gain from staying connected to or reconnecting with family members.

Case Management/Counseling

- In appropriate cases, youth who visit the drop-in center would be referred to the in-house coordinator for more intensive services in the form of case management and individual counseling.
- Where the drop-in center provides case management services, for youth or families, a case file would be opened. The case file would remain open until contact with the client ceases for 90 days, at which point, it would be closed. If the client seeks help after an interval of 90 days has elapsed, the drop-in center would re-open the file. Each drop-in center would provide case-management services for at least 10 percent of its annual contractual service level.
- The case manager would work with each youth (and, where appropriate, with his/her family) to identify areas of need and develop an **Individualized Service Plan (ISP)**. The ISP would be designed to help the young person set and achieve his/her goals, in particular, education and career goals.
- The case manager would, as necessary, help youth obtain official identification documents required to access other services and resources.
- During case management and counseling sessions, qualified program staff would explore family-related issues, including underlying causes of family conflict. Case managers would inform youth about the potential benefits of renewing or strengthening family bonds and would look for opportunities to foster family connections, for example, offering support and guidance if a participant wishes to reach out to his/her family. They would provide youth and family members with information about different approaches to family conflict and make referrals to relevant service providers. In appropriate cases, staff would mediate between the youth and his/her family members to try to improve relationships. Case managers would also seek to identify adults, inside or outside the family, who might be potential sources of support for the youth in the future.
- The contractor would obtain written consent from youth and families before disclosing any information to or discussing recommendations for services with any other agency.

Linkages

- The contractor would have direct linkages with health and mental health services, schools, other RHY programs, including street outreach services, and other local resources, thereby maximizing supports available to participants who seek help from the drop-in center.

The contractor would also work collaboratively, as needed, with City agencies and departments including ACS, DOE, DOHMH, DHS, DOP, and NYPD.

4. Contractor and Key Staff Minimum Requirements, Qualifications/Experience

- Minimum staffing requirements for each drop-in center would be two full-time positions: one onsite supervisor with primary responsibility for the program and one coordinator. Either the onsite supervisor or the coordinator would have a master's degree in social work or a related field and four or more years of experience working with youth, including at least two years' supervisory experience.
- The coordinator would have either a 4-year degree in social work or related field or four years or more of experience working with youth.
- The contractor and key staff members would have at least two years of experience providing services to at-risk youth, including assessments, referrals to other agencies, and case management.
- The contractor and key staff members would have a history of successful collaboration with other community-based agencies and organizations to enhance services for RHY.
- The contractor and key staff members would have a track record of conducting public education and awareness presentations on issues relevant to RHY.
- The contractor and key staff members would have achieved the goals and outcomes expected by previous funders.

5. Data Collection/Reporting

- The contractor would collect and report statistical information requested by DYCD, including data on the total number of youth and families served as well as individual cases opened, services provided, and referrals to outside educational, job readiness, health and housing programs and other services.
- For the purpose of reporting the required information to DYCD, the contractor would use the Capricorn or other DYCD data reporting systems, as directed.
- The contractor would report client outcomes including reunification, entry to shelter or transitional housing, and numbers of youth and families referred for case management services more than once.

Service Option II - Crisis Shelters

It is anticipated that funding for crisis shelter programs will be \$1,365,000 annually for up to 54 beds.

Anticipated allowable funding per-shelter-bed under each DYCD contract will range from \$25,000 to \$35,000. Proposers will be expected to explain and justify the cost per bed included in their budget calculations.

1. Program Overview

Crisis Shelters (shelters) are voluntary, short-term residential programs for youth under 21 years of age which are certified by OCFS and must comply with State regulations 182-1 and the provisions of the law.¹⁷ Their purpose is to provide emergency shelter and services for RHY with the primary goal of reuniting youth with their families or, if that is not possible, finding them appropriate longer-term placements. They house youth for up to 30 days, with possible extensions approved by the "Runaway and homeless youth services coordinator" (RHY Coordinator)¹⁸ for up to an additional 30 days.¹⁹ A homeless youth may be referred to a crisis shelter from a drop-in center or street outreach services or he/she can go direct to a crisis shelter.

¹⁷ Executive Law Article 19-H. Runaway and Homeless Youth Act of 1978 § 532.

¹⁸ The position of runaway and homeless youth services coordinator is currently held by the director of DYCD's RHY Vulnerable Youth and Special Needs Unit.

¹⁹ In the case of extensions for youth under age 18, see Regulations 182-1.9 subsection (d) (3) and (4) and N.Y. EXEC. LAW § 532-b : NY Code - Section 532-B. 2.

A contractor would choose to operate a crisis shelter for youth ages 16 to 18 years **or** for youth ages 16 to 21.²⁰ Each crisis shelter would operate and provide staff supervision 24 hours per day, 7 days per week, ensuring a safe and welcoming environment for all youth. Proposers may target under-served groups of homeless youth such as LGBT, pregnant and parenting, sexually exploited youth, or youth with severe mental health challenges. However, a crisis shelter designed to address the needs of a specific group would, subject to bed availability, be required to accept any young person in need of emergency housing, regardless of whether he/she is a member of the target group.²¹

Services

The crisis shelter contractor would provide emergency housing, food, clothing, individual and group counseling, and transportation services. For each youth admitted to the shelter, the contractor would undertake a comprehensive assessment and create an individualized service plan (ISP) identifying immediate needs and the actions to be taken accordingly. The shelter would provide, directly or through written agreements with other agencies, the full range of services that are required to address the goals outlined in the ISP including: medical and mental health care; psychiatric evaluations; dental care; legal assistance; and any other urgent services needed by the youth or his/her family. The shelters would work closely with the RHY Drop-In Centers and Street Outreach services, both of which identify youth in need of emergency shelter. Where family reunification is not possible, the shelter would explore other options, including supportive housing. Where a youth has been evaluated as ready for independent living, the shelter would make a referral to a TIL program, having first obtained consent to share personal information gathered during the comprehensive assessment.

A crisis shelter may continue to provide case management and other services excluding shelter, after a youth has been discharged²² but must maintain written records of all such post-discharge efforts.²³ All crisis shelter contractors would, in any event, verify by phone the housing status of former program participants for whom they have contact information, 30 days post-discharge.

2. Target Population and Service Levels

Crisis shelters are a resource for all youth under age 21 who are in crisis and in need of shelter. In accordance with RHY Regulations, each shelter would serve a maximum of 20 youth, unless a waiver has been obtained from OCFS allowing for additional beds. All crisis shelters would operate at a bed utilization rate of 97 percent. **DYCD reserves the right to withhold up to 10 percent of the annual value of the contract pending fulfillment of the required bed utilization rate starting in the second year of the contract.**

3. Core Program Elements

Crisis shelter programs would include the following core elements:

Intake

The contractor would address any immediate or emergency needs, including the need for food, clothing or medical care.

Orientation

- The contractor would welcome all youth, and explain and provide written information about its program services, agency policies and processes, rights and privileges relating to confidentiality, and grievance/complaints procedures.

²⁰ Under the regulations, all youth served by a shelter must be EITHER under the age of 18 OR between the ages of 16 and 21 years. See Regulation 182- 1. 2 subsection (t)

²¹ Contractors may sometimes be required to provide respite services for youth referred by DYCD. Such respite does not generally exceed 21 days and referrals are made subject to availability of beds, with priority being accorded to RHY.

²² See RHY Regulation 182-1.9 subsection (j) (2).

²³ See RHY Regulation 182-1.9 subsection (j) (3).

- The contractor would obtain signed a agreement from each youth acknowledging receipt of the information provided and agreeing to comply with program rules.
- The contractor would obtain written consent from each participant to share appropriate information with other service providers, including TIL programs. As requested, the shelter would also distribute informational materials provided by DYCD.

Assessment

For each youth, the contractor would conduct a comprehensive needs assessment that includes the following elements:

- Family reunification strategies (wherever possible);
- Eligibility determination for benefits and services;
- In-depth needs assessment - designed to establish family and institutional history, including foster care and any prior residential placement. Staff would identify the services, including a psychiatric evaluation, that the youth requires (see further under “Comprehensive Services” below); and
- Parental/Guardian/Legal Custodian Notification for Youth under Age 18. The contractor would make contact with the parent(s) or guardian(s) of all youth under 18 years within 72 hours and, preferably, within 24 hours, except where there are compelling reasons for delaying notification, as outlined in the RHY Regulations.²⁴

Comprehensive Services

The contractor would adopt a comprehensive approach and provide, or ensure access by way of referrals, to the following services, depending on individual need:

- Food, in accordance with USDA standards, shelter, and clothing;
- Medical care, including dental care and HIV education, testing and treatment;²⁵
- Mental health care, including psychiatric assessment and treatment;
- Substance abuse education and prevention;
- Intensive counseling for individuals, families and groups, including family reunification counseling;
- Housing assistance (prior to discharge);
- Educational services,²⁶ including basic skills testing and proficiency examinations;
- Employment training and preparation;
- Violence intervention and prevention education;
- Parenting skills training;
- Legal assistance and entitlement services;
- Transportation services.

Case Management/Counseling

- Following the comprehensive needs assessment and **within 48 hours of admission** the contractor would develop an **Individualized Service Plan (ISP)** in partnership with each participant.
- The ISP would identify immediate needs and short term goals, methods and timelines for achieving the stated goals, and list the names of community providers who can help the youth attain his/her ISP goals.²⁷
- The ISP would cover procurement of key documents, longer term goals, including education or employment goals, and the means to achieve them, and plans for discharge from the shelter and longer-term housing arrangements.
- The ISP would be reviewed with the youth at least weekly and revised as necessary.
- The contractor would implement the short term goals set out in the ISP in full, ensuring provision of all the specified services either directly or through referrals.

²⁴ For full details of the requirements, see Regulations 182-1.9 subsection (c).

²⁵ Contractors are specifically required to help youth access health services and to assign this responsibility to one designated staff member. NYS RHY Regulations 182-1.9 subsection (f) (2) and (3).

²⁶ See Footnote 15 above regarding the McKinney-Vento Act.

²⁷ NYS RHY regulations 182-1.5 subsection (j) (2)

- **The contractor would obtain written consent from youth and families before disclosing any information to or discussing recommendations for services with other agencies.**²⁸
- Contractors would anticipate, in particular, requests for information regarding housing options, obtaining the necessary consents in advance so they would be in a position to provide the necessary assistance in a timely fashion.
- The case manager/counselor sessions would seek opportunities to address family issues, during the assessment and follow-up sessions, establishing the frequency and nature of contact with family members, and reasons for past conflict within the family. The case manager/counselor would draw attention to the potential benefits of greater family connectedness, and, unless inappropriate due a history or abuse or violence, would seek to foster improved family relationships and, if possible, promote family reunification. The case manager/counselor would also inform the youth about interventions and resources that research has shown can reduce family conflict and promote family connectedness.

Discharge/Follow-up Services

- The contractor would determine client eligibility for and make appropriate referrals to other RHY programs, including TIL programs and drop-in centers.
- Where a crisis shelter makes a referral to a TIL program, it would include an up-to-date, comprehensive assessment demonstrating the suitability of the youth for a transitional independent living program.
- The contractor would conduct exit interviews with youth prior to discharge and may provide case management and other appropriate services (excluding shelter) following discharge. Where follow-up services are provided, they would be documented in accordance with the regulations.²⁹
- 30 days after the date of discharge, the crisis shelter would conduct a check-in to verify the youth's current housing status and situation.

4. Contractor and Key Staff Minimum Requirements, Qualifications/Experience

- Minimum staffing requirements for each crisis shelter would be one full-time onsite supervisor with primary responsibility for the program and one full-time counselor. Either the onsite supervisor or the counselor would have a master's degree in social work (or related field) and at least two years relevant experience.
- The contractor and key staff members would have at least two years of experience within the last five years providing short term residential services to at-risk youth, including assessments, crisis intervention, counseling and family mediation.
- The contractor and key staff members would have a history of successful collaboration with other community-based agencies and organizations to enhance services for vulnerable youth.
- The contractor and key staff members would have achieved the goals and outcomes expected by funders.

5. Data Collection and Statistical Reporting

- For the purpose of reporting the required information to DYCD, the contractor would use the Capricorn or other DYCD data reporting systems, as directed.
- The contractor would report the daily census of residential beds and provide monthly statistical reports in a format consistent with DYCD policies and procedures and the RHY Regulations.
- The contractor would have a client tracking system with the capacity to maintain data on client demographics, contacts, referrals, and services provided.
- The contractor would maintain records on housing status and other outcomes for 90 days following the date the youth leaves the crisis shelter.

²⁸ NYS RHY regulations 182-1.6 subsection (a)

²⁹ See RHY Regulation 182-1.9 subsection (j) (2) and (3).

Service Option III: TIL Programs

It is anticipated that funding for TIL programs will be \$2,047,000 annually for up to 68 beds. Anticipated allowable funding per-TIL-bed under this RFP will range from \$30,000 to \$42,000. Proposers will be expected to explain and justify the costs per bed included in their budget calculations.

DYCD is seeking proposals with innovative TIL program designs that reflect the diversity of RHY and respond to the specific needs of groups of homeless youth who have, historically, been underserved: for example, homeless youth who are LGBTQ, pregnant and parenting, sexually exploited, or who have special mental health challenges. However, even if a TIL is designed to address the specific needs of a particular group, it must, subject to bed availability, accept any homeless youth referred through the DYCD continuum, whether or not he/she is member of the target group and ensure a welcoming environment for all residents.

1. Program Overview

TIL programs provide transitional housing placements for youth from 16 years up to his/her 21st birthday (and any dependent children) who cannot, currently, return home to their families and have been assessed as suitable for programs designed to teach independent living skills. TIL programs are not intended to provide short-stay accommodation.

TIL residents live in a cooperative housing setting that allows them maximum responsibility for their daily lives while providing access to on-site counseling and support services. The primary purpose of a TIL program is to equip residents with the social and emotional skills they need to live independently and advance their educational and career goals. **TILs provide services to RHY for a maximum period of 18 months.³⁰ However, an exception is made for youth who are still under 18 when they reach the 18-month maximum.** In these cases, a TIL will continue to provide services until the youth attains 18 or for an additional six months if he or she is still under 18.³¹ For example, a homeless youth entering a TIL at age 16 years and 2 months would be 17 years 8 months after a stay of 18 months; accordingly, he/she would be entitled to remain in the program for an additional *four* months. A youth entering a TIL on his/her 16th birthday would be 17 years and six months after 18 months; accordingly, he/she would be entitled to remain in the program for an additional *six* months.

Hours of Operation

TILs would operate and provide on-site staff supervision 24 hours a day, 7 days a week.³²

Services

Following enrollment of the participant, the TIL contractor would undertake a comprehensive, in-depth, skills and needs assessment, and, **within 30 days of admission**, develop an individualized service plan (ISP) together with the participant. The ISP would be reviewed with the participant every 30 days and revised as necessary.³³ The contractors would provide TIL residents with a comprehensive range of services including shelter, food, clothing, transportation, and individual and group counseling. They would also offer, directly or through written agreements with other providers, medical/mental health, legal, and educational and employment training services. The TIL would underscore the importance of educational and other qualifications to future success and connect residents to educational and employment resources. In addition, the TIL would help program participants develop independent-living skills, offering activities designed to develop problem-solving, decision-making, and communication skills. Topics would range from personal hygiene, health maintenance, and housekeeping essentials to financial literacy, employment opportunities, career pathways, to family issues and relationship and effective use of leisure time.

Each TIL contractor would be responsible for providing follow-up communication and referrals for at least 90 days after each youth leaves the program.

³⁰ See § 532-a (6) 1978 N.Y. EXC. LAW.

³¹ See § 532-d (f) 1978 N.Y. EXC. LAW.

³² See NYS regulations 182-2.9 subsection (a)

³³ Under the regulations, the ISP must be reviewed at least every 60 days.

Staffing

Each TIL would have at least one full-time onsite supervisor with primary responsibility for the program and one full-time counselor. Either the onsite supervisor or the counselor would have a master's degree in social work or related field and at least two years relevant experience.

2. Target Population and Service Levels

- The target population for the TIL programs comprises homeless youth ages 16 years to up to his/her 21st birthday (and any dependent children) who have been deemed suitable for a transitional independent living placement by a DYCD crisis shelter or drop-in center.
- In accordance with RHY Regulations, each TIL would serve a maximum of 20 youth, unless a waiver has been obtained from OCFS to allow for additional beds.
- All contractors would maintain a bed utilization rate of 97 percent and follow the referral process described below. **DYCD reserves the right to withhold up to 10 percent of the annual value of the contract pending fulfillment of the bed utilization rate, starting in the second year of the contract.**

3. Process of Referrals to TILs

- A youth can get a referral to a TIL from any crisis shelter certified by OCFS, following a comprehensive assessment. If the youth is not in an OCFS-certified shelter, a request for a waiver must be submitted to the RHY County Coordinator for permission for a youth to be admitted to the TIL, subject to documentation demonstrating the suitability of the youth for a transitional living program.
- To ensure the TIL receives notification of potential referrals in a timely manner, the contractor would communicate regularly with crisis shelter and drop-in center programs and would report bed availability to DYCD on a daily basis through the Capricorn system.
- On receipt of the referral, the TIL would conduct its own assessment to confirm the youth is a suitable candidate for an independent living program, building on facts documented in prior assessments completed by the crisis shelter or drop-in center and documented in medical, psychiatric and psycho-social reports.
- The TIL would communicate its decision to accept or reject the referral to the referring agency and to DYCD within 48 hours. (Vacancy during this 48 hour period would not count for the purpose of calculating the bed utilization rate.) If the TIL rejects the referral, it would provide DYCD with a written explanation demonstrating the youth's unsuitability for its program. If there is no compelling reason for rejection, DYCD would expect the TIL to accept the referral.
- In cases where the TIL contractor fails to make a decision on a referral within the specified 48 hours, DYCD reserves the right to arrange for additional referrals to be made to the TIL program to ensure the vacant bed is filled with minimum delay.

4. Core Program Elements

TIL programs would include the following core elements:

Assessment

The contractor would carefully review the crisis shelter assessment (if available), with the consent of the youth, prior to determining his/her appropriateness for the TIL.

Intake/Orientation

- The contractor would welcome all youth and explain and provide written information about program services, agency policies and processes, rights and privileges relating to confidentiality, and complaints/grievance procedures.
- The contractor would obtain signed agreements from each young person acknowledging receipt of the above information and agreeing to comply with program rules.
- The contractor would distribute informational materials from DYCD, as requested.

Parental notification

Preferably within 24 hours, but not more than 72 hours after admission of a youth under the age of 18, the TIL program, shall, to the maximum extent possible, provide notification of the youth's presence in the program to the parent, guardian or legal custodian with whom the youth last resided, or in whose custody the youth was most recently placed, prior to admission to the transitional independent living support program.³⁴

Case Management/Counseling

- The contractor would provide on-site individual, group, and family counseling, as appropriate and develop an ISP with each youth that would be reviewed at least every 30 days.
- Services included in the ISP would help youth increase their knowledge of and ability to access community resources available to assist and support them. (See “Comprehensive Services” below).
- The provider would implement the ISP in full, ensuring that all the specified services are provided directly or through referrals to other agencies.
- The TIL housing counselor would help the youth identify appropriate housing placements prior to discharge.
- **The contractor would obtain written consent from the youth before disclosing any information to or discussing recommendations for services with other agencies.**
- The case manager/counselor sessions would seek opportunities to address family issues and reasons for conflict within the family in the past. The case manager/counselor would draw attention to the potential benefits of greater family connectedness and, unless clearly inappropriate due a history or abuse or violence, adopt effective strategies to promote family reunification or bring about improvements in family relationships. The case manager/counselor would also inform the youth about other interventions and resources that have been successfully used to reduce family conflict and improve relationships.

Comprehensive Services

The contractor would provide the following services, as appropriate, directly or through referrals to other providers:

- Food, in accordance with USDA standards, shelter, and clothing
- Medical, including dental care and HIV testing and education
- Mental health, including psychiatric assessment and treatment
- Substance abuse education and prevention
- Housing assistance and referrals to permanent housing prior to discharge
- Educational services, including basis skills testing and proficiency exams³⁵
- Long-term counseling for individuals and groups
- Independent living and life skills training
- Employment skills training and preparation
- Violence intervention and prevention education
- Recreational activities
- Parenting skills training
- Legal assistance and Entitlement services
- Transportation

Discharge/Follow-up Services

- Follow-up services would be designed to support the young person during the most vulnerable period following transition to independence, and help prevent future homelessness.
- The contractor would conduct an exit interview prior to discharge and continue to provide case management and other appropriate services (excluding shelter) for at least 90 days following discharge.

³⁴ For full details concerning requirements relating to parental notification in cases involving admission of youth under 18 years of age, see Regulations 182-2. 9 subsection (c).

³⁵ See Footnote 15 above regarding the McKinney-Vento Act.

- The TIL would identify a housing counselor who would be responsible for identifying housing resources for its residents and provide post-discharge follow-up services.
- Follow-up services and housing status would be documented in the individual's case record.
- **Where a young person is discharged into public housing, the housing counselor would provide at least two years of case management, following discharge.**

5. Contractor and Key Staff Minimum Requirements, Qualifications/Experience

- Minimum staffing requirements for each TIL would be one full-time onsite supervisor with primary responsibility for the program and one full-time counselor. Either the onsite supervisor or the counselor would have a master's degree in social work (or related field) and at least two years of experience.
- The contractor and key staff members would have at least two years of experience within the last five years providing residential services to at-risk youth, including assessments, individual and group counseling, and development and implementation of ISPs
- The contractor and key staff members would have a history of successful collaboration with other community-based agencies and organizations to enhance services for vulnerable youth
- The contractor and key staff members would have achieved the goals and outcomes expected by funders.

6. Data Collection and Statistical Reporting

- For the purpose of reporting the required information to DYCD, the contractor would use the Capricorn or other DYCD data reporting systems, as directed.
- The contractor would report the daily census of residential beds available and provide monthly statistical reports in a format consistent with DYCD policies and procedures and the RHY Regulations.
- The contractor would have a client tracking system with the capacity to maintain data on demographics, services provided, referrals, and housing status 90 days after discharge.

Service Option IV: Street Outreach Services

DYCD will fund ONE Citywide Street Outreach program for RHY and at-risk youth under age 25. Anticipated funding for Street Outreach services will be \$200,000.

Hours of Operation

It is anticipated that DYCD will require Street Outreach services to operate 6 days a week from Wednesday through Monday or Tuesday through Sunday. Required hours per day will vary by the season, as follows:

- Fall/Winter: 7:00 p.m. to 3:00 a.m.
- Spring/Summer: 9:00 p.m. to 5:00 a.m.

DYCD reserves the right to adjust the above schedules post-contract, based on usage of the services.

1. Program Overview

Outreach workers would engage at least 4,800 youth annually, in the street and elsewhere, and provide safe transportation services for them to Crisis Shelters or other safe locations, as necessary. The role of the Street Outreach contractor is to distribute information about RHY services, provide food, clothing and other resources; make referrals to other service providers; and transport youth to their homes, to crisis shelters, or to other safe locations. By developing rapport with youth in the streets and elsewhere, outreach workers can directly inform RHY and youth at risk for homelessness about available services and refer youth who need services to the drop-in centers and other RHY programs. In this way, the Street Outreach program serves as a point of entry into the wider DYCD RHY system.

2. Target Population, Service Levels, and Service Areas

The target population for the Street Outreach Services is RHY and at-risk youth under age 25. The program would make at least **4, 800** contacts with youth annually.

The Street Outreach Services contractor would focus its efforts on locations where homeless and at risk youth are known to congregate in the evenings and at night, on weekdays and weekends. The contractor would target public spaces, subway stations, and transportation hubs such as those in Jamaica, Queens, Atlantic Avenue, Brooklyn, the Port Authority Bus Terminal in Manhattan, and the Staten Island Ferry Terminals. Proposers responding to the RFP will be expected to identify and demonstrate knowledge of popular locations and the number of RHY and at risk youth who typically congregate in these locations during weekdays and on weekends. They will also be expected to demonstrate the capacity to provide safe transportation for youth to their homes, crisis shelters, or other safe locations.

3. Core Program Elements

The Street Outreach Services would include the following core elements:

Engagement

The contractor would actively search for RHY and at-risk youth between the hours specified according to the season. Outreach workers would locate and engage RHY and at-risk youth to encourage participation in services that can help them. In all cases, the contractor would be sensitive to the needs, circumstances and cultural backgrounds of RHY and at-risk youth.

Urgent Needs Assessment

The contractor would provide crisis intervention and counseling, offering information about resources, and, when youth are willing to accept assistance, helping them access the services they need.

Support and Referral Services

The contractor would provide youth with information and resources, including food. The contractor would also distribute information about drop-in centers, healthcare services and other network service providers to which youth can self-refer. The contractor would provide materials that encourage safe sex and prevent HIV and STDs.

Transportation

Where youth are in need of and willing to accept transportation, the contractor would escort them home, to a shelter or to another safe environment, including, if appropriate, a hospital.

4. Contractor and Staff Minimum Requirements, Qualifications/Experience

- Minimum staffing requirements for Street Outreach vehicles at all times would be two staff per vehicle.
- Each Street Outreach driver would have a valid State license and successful and relevant experience working with youth. One Street Outreach worker would have a relevant two- or four-year degree.
- The contractor and staff members would have at least two years of experience providing street outreach services to at-risk youth, including engagement of youth, needs assessments, support and referral services, transportation and culturally sensitive services and information.
- The contractor would have knowledge of popular locations and the numbers of RHY and at risk youth who typically congregate in such locations during weekdays and at weekends.
- The contractor and staff would have a history of successful collaboration with other community-based agencies and organizations.
- The contractor and staff members would have achieved the goals and outcomes expected by funders.

5. Data Collection and Statistical Reporting

- For the purpose of reporting the required information to DYCD, the contractor would use the Capricorn or other DYCD data reporting systems, as directed.
- The contractor would maintain a log of all youth contacts.
- The contractor would provide data about contacts with RHY and at risk youth and services provided to them, as requested by DYCD, including the number of youth served daily, the primary geographical locations where services were provided, the number and nature of services and referrals that were provided, and the information and materials distributed.

All Service Options

Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City is required to establish a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, vendors responding to this solicitation are required to complete the attached Doing Business Data Form (Attachment 6) and return it with this proposal, and should do so in a separate envelope. (If the responding vendor is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.)

If the City determines that a vendor has failed to submit a Data Form or has submitted a Data Form that is not complete, the vendor will be notified by the agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the vendor has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Whistleblower Protection Expansion Act Rider

Local Law Nos. 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, the Whistleblower Protection Expansion Act, protect employees of certain City contractors from adverse personnel action based on whistleblower activity relating to a City contract and require contractors to post a notice informing employees of their rights. Please read **Attachment 6**, the Whistleblower Protection Expansion Act Rider, carefully.

Compliance with the Iran Divestment Act (Attachment 7)

Pursuant to State Finance Law Section 165-a and General Municipal Law Section 103-g, the City is prohibited from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each proposer is required to complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying that it is not on a list of entities engaged in investments activities in Iran created by the Commissioner of the NYS Office of General Services. If a proposer appears on that list, the Agency/Department will be able to award a contract to such proposer only in situations where the proposer is taking steps to cease its investments in Iran or where the proposer is a necessary sole source. Please refer to **Attachment 7** for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

Subcontractor Compliance Notice

The selected vendor will be required to utilize the City's web based system to identify all subcontractors in order to obtain subcontractor approval pursuant to PPB Rule section 4-13, and will also be required to enter all subcontractor payment information and other related information in such system during the contract term. Please read **Attachment 10**, the subcontractor compliance notice as it relates to competitive solicitations.

Standard Human Services Contract

For informational purposes, the Human Services Standard Contract and General Provisions Governing Contracts are reproduced in the RFP as **Attachment 11** and **Attachment 12**, respectively.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

A. Proposal Format

Proposers should provide all information requested in the format below:

- The proposal should be typed on both sides of 8½" x 11" white paper.
- Lines should be double-spaced with 1" margins, using 12-point font size.
- Pages should be numbered and include a header or footer identifying the proposer.
- Proposals should preferably not exceed 20 pages (excluding requested attachments).
- The proposal should include a Table of Contents, placed directly following the Proposal Summary Form.
- The City of New York requests that all applications be submitted on paper with no less than 30 percent post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency. (For any change to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>.)
- The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

B. Proposal Summary (Attachment 1)

The Proposal Summary Form (Attachment I) transmits the proposal package to DYCD. It should be completed, signed, and dated by an authorized representative of the proposer.

NB: In the case of proposals submitted under Service Option II and Service Option III, a copy of the OCFS RHY certification or the DYCD receipt demonstrating that the proposer has applied for certification must be attached to the Proposal Summary Form, as indicated under "Requirements" in Section II of the RFP.

C. Program Proposal

The program proposal is a clear, concise narrative. It describes and demonstrates the proposer's experience, capability, and program approach and should address all the following:

1. Organizational Capability - All Service Options (Preferable page limit: 3 pages, excluding requested attachments)

Demonstrate the organization's capability (programmatic, managerial and financial) to carry out the program described in Section III - Scope of Services of the RFP. Specifically address the following:

- How the Board of Directors and other governing bodies will be involved in the proposed program.
- Complete the Corporate Governance Certification (Attachment 3) and submit with the proposal.
- State whether or not the proposer has submitted more than one proposal in response to this RFP. If yes, complete the Multiple Proposals Form (Attachment 2) stating how many proposals were submitted and demonstrating the organization's capability (programmatic, managerial and financial) to successfully provide all of the proposed programs concurrently.
- Confirm that the proposer will comply with the administrative requirements set out in Section III-Scope of Services above.
- Demonstrate that the organization has the capability to implement the program by July 1, 2014, with a timeline (in weeks) identifying critical tasks.

- Demonstrate that the organization’s system for data collection and management would be effective and comply with the DYCD specifications set out in Section III –Scope of Services above and confirm that program staff has access to computers and the Internet.
- Describe the quality improvement protocol that the contractor would implement to ensure continuous improvement of program delivery and participant outcome achievement.
- Demonstrate the effectiveness of the organization’s internal monitoring system to identify program, personnel and fiscal issues and describe its corrective action procedures.
- Attach contact information for at least two relevant funding references. Include the name of the funding organization; the name, title, and telephone number of a contact person at the funding organization; and a brief description of the services that were supported by the funder.
- If the proposer is required to file with the federal Office of Management and Budget pursuant to Circular A-133, attach a hard copy of the latest report filed with that office, indicating the period covered. If not, provide as a hard-copy attachment the most recent audit or audited financial statement of the organization conducted by a certified public accountant, indicating the period covered. If no audit has been performed, attach a copy of the most recent financial statement, indicating the period covered AND an explanation of why no audited financial statement is available.

2. Experience and Qualifications (preferable page limit: 3 pages, excluding requested attachments)

- Demonstrate the successful, relevant experience of the proposer, each proposed subcontractor (if any), and proposed key staff in providing services for RHY or youth at risk for homelessness due to factors such as substance abuse, mental health issues, aging out of foster care, court-involvement, and sexual/gender identity issues referred to in Section III – Scope of Services.
- Demonstrate that the contractor has at least two years of successful experience within the last five years working with RHY or youth at risk for homelessness due to factors such as substance abuse, mental health issues, aging out of foster care, justice system-involvement, and sexual/gender identity issues.
- Demonstrate that the staff will have the experience and qualifications specified under the Service Option to which the proposal applies.
- Demonstrate that all program staff, whether paid and volunteer, will have appropriate education and experience to effectively provide the proposed services.

Specifically address the points indicated below for the service option to which the proposal relates.

Service Option I (Drop-In Centers)

Describe the proposer’s successful relevant experience and that of its key staff in the last five years in each of the following areas:

- Provision of services to youth at risk for homelessness and RHY that included crisis intervention, assessments, referrals to other agencies, case management, and family interventions.
- Collaboration with other community-based agencies and organizations to enhance services for youth at risk for homelessness and RHY.
- Public education and awareness presentations on youth issues relevant to this RFP
- Goals and outcomes achieved that met or exceeded the expectation of the funder.

Demonstrate

- The proposer will have at least one key staff member with a master's degree in social work or other relevant area such as psychology or therapeutic counseling and at least two years supervisory experience.
- The coordinator will have either a 4-year degree in social work or related field or four years or more of experience working with youth.

Attach resumes for staff already identified and job descriptions for other positions.

Service Option II (Crisis Shelters)

Describe the proposer's successful relevant experience and that of its key staff in the last five years in each of the following areas:

- Provision of short term residential services to RHY that included assessments, crisis intervention, counseling and family mediation or other family-related services.
- Collaborations with other organizations that enhanced services provided by the proposer.
- Goals and outcomes achieved that met or exceeded the expectations of the funder

Demonstrate:

- The program will have one full-time onsite supervisor and one full-time counselor.
- Either the onsite supervisor or the counselor will have a master's degree in social work or other relevant area such as psychology or counseling, plus at least two years supervisory experience.

Attach resumes for staff already identified and job descriptions for other positions.

Service Option III (TILs)

Describe the proposer's successful relevant experience and that of its key staff in the last five years in each of the following areas:

- Provision of long-term residential services to youth, including assessment, individual and group counseling, and development and implementation of individual service plans (ISPs)
- Collaborations with other organizations that enhanced the services provided by the proposer.
- Goals and outcomes achieved that met or exceeded the expectations of the funder.

Demonstrate:

- The program will have one full-time onsite supervisor and one full-time counselor.
- Either the onsite supervisor or the counselor will have a master's degree in social work or other relevant area such as psychology or counseling, plus at least two years supervisory experience.

Attach resumes for staff already identified and job descriptions for other positions.

Service Option IV (Street Outreach Services)

Describe successful relevant experience of the proposer and that of its staff in the last five years in the following areas:

- Provision of street outreach services to at-risk youth, including engagement of youth, urgent needs assessments, support and referral services, transportation.
- Provision of culturally-sensitive services and information to street youth.
- Goals and outcomes achieved that met or exceeded the expectations of the funder.

Demonstrate

- Minimum staffing requirements for Street Outreach vehicles will, at all times, be two workers per vehicle.
- One Street Outreach worker will have a relevant two- or four-year degree.
- Each Street Outreach driver will have a valid State license and successful and relevant experience working with youth.
- The contractor has knowledge of popular locations and the numbers of RHY and at risk youth who typically congregate in such locations during weekdays and at weekends.

Attach resumes for staff already identified and job descriptions for other positions.

3. Program Approach (Preferable page limit: 13 pages, excluding requested attachments)

Describe and proposer's approach to services for RHY for the service option to which the proposal relates, and demonstrate that the approach will successfully fulfill DYCD's goals and objectives described in Section III - Scope of Services of the RFP.

Specifically address the points indicated below for the service option to which the proposal relates.

Service Option I

State:

- Proposed location of the drop-in center.
- Proposed number of unduplicated youth to be served and the anticipated number of case-management cases the center would open each year.
- Number of community outreach presentations or workshops to be provided together with anticipated locations.

Describe:

- Proposed facility, its accessibility, and its amenities, including number of offices and other rooms, and the space designated for private counseling.
- Proposed staffing plan and qualifications of key staff. Indicate how the required hours of operation will be covered.
- Proposed community outreach efforts and public education strategies, including the type and proposed locations for outreach efforts.
- How the proposer will establish a welcoming and safe environment for RHY and at-risk youth and families.
- How the proposer will conduct assessments and develop ISPs in cases where youth or families are referred for more intensive services in the form of case management and counseling.
- Strategies the proposer will adopt to address family-related issues and encourage family reunification or greater family connectedness.
- Local resources and opportunities available to RHY, particularly housing options.
- Proposer's system for data collection, recording, case tracking, protection of privacy and reporting to DYCD.
- Linkages to other organizations, specifying how each linkage would enhance the ability of the program to achieve DYCD's objectives and goals. Demonstrate that the proposer will have meaningful linkages which together will provide an integrated network of services offering a wide range of supports to address the multiple needs of RHY. Explain how the proposed network services will be coordinated to enrich and expand the health, mental health, educational, employment, and other resources the program would be able to offer. **For each linkage, submit a completed and signed Linkage Agreement Form (Attachment 4)**. Note: if proposers are multi-service organizations, linkages may include services provided by other units within the agency.

Service Option II

State:

- Proposed geographical location of the crisis shelter.
- Whether the program is designed to address the needs of a specific group (or groups) such as LGBTQ, sexually exploited youth, pregnant and parenting youth, or youth with special mental health needs, and, if so, which youth the program will target.
- Whether the program will serve males only, females only, or both males and females.
- Proposed number of beds.

Describe:

- Proposed staffing plan and qualifications of key staff, indicating how the proposer will ensure coverage for the required hours of operation 24 hours a day, 7 days a week.
- Initial intake and assessment processes.
- Approach to service provision and how the proposer will address family-related issues, including counseling with respect to family reunification, the potential benefits of increased family connectedness, and available interventions and strategies to ameliorate family conflict.
- Strategies for case management and development of an Individualized Service Plan (ISP).
- Services that will be provided (a) directly by the proposer, and (b) through referrals.
- Discharge planning processes, including staff who will be responsible for providing follow-up services
- System for data collection and recording, case tracking, and privacy protection.
- If there is a proposed co-location of RHY with youth in foster care, demonstrate that the quality and integrity of the RHY services will not be compromised.
- Linkages to other organizations, including those that offer housing resources, specifying how each linkage will enhance the ability of the program to achieve DYCD's objectives and goals. Demonstrate that the proposer will have meaningful linkages which together will provide an integrated network of services offering a wide range of supports to address the multiple needs of RHY. Explain how the network services will be coordinated to enrich and expand the health, mental health, educational, employment, and other resources the program would be able to offer. For each linkage, submit a completed and signed **Linkage Agreement Form (Attachment 4)**. Note: if proposers are multi-services organizations, linkages may include services provided by other units within the agency.

Service Option III

State:

- Proposed geographical location of the TIL
- Proposed number of beds
- Whether the program is designed to address the needs of a specific group(s) such as LGBTQ, sexually exploited youth, pregnant and parenting youth, or youth with special mental health needs, and, if so, the group the program will target.
- Whether the program will serve males only, females only, or both males and females.

Describe:

- Proposed staffing plan and qualifications of key staff, indicating how the proposer will ensure coverage for the required hours of operation 24 hours a day, 7 days a week.
- How the program will provide a supportive environment that allows youth maximum responsibility within a cooperative housing situation.
- Proposed intake and assessment processes.
- Proposed counseling and case management strategies and how the Individualized Service Plan (ISP) will be developed and updated.

- How the proposer will address family-related issues including counseling regarding the potential benefits of improved family connectedness and available interventions and strategies to ameliorate family conflict.
- Services the proposer would provide (a) directly and (b) through referrals.
- Proposed discharge planning and follow-up services, and how the proposer will provide follow-up services to youth discharged to public housing (including Section 8 housing) for the required two year period
- The proposer's system for data collection, recording, and reporting, case tracking, and privacy protection
- Linkages to other organizations, specifying how each linkage will enhance the ability of the program to achieve DYCD's objectives and goals. Demonstrate that the proposer will have meaningful linkages which together will provide an integrated network of services offering a wide range of supports to address the multiple needs of RHY. Specify how each linkage would enhance the ability of the program to achieve DYCD's objectives and goals set out in Section III-Scope of Services and explain how the network services will be coordinated to enrich and expand the health, mental health, educational, employment, and other resources the program would be able to offer. For each linkage, submit a completed and signed **Linkage Agreement Form (Attachment 4)**. Note: if proposers are multi-services organizations, linkages may include services provided by other units within the agency.

Service Option IV

State:

- Anticipated number of street outreach contacts that will be made by the proposer on an annual basis

Describe:

- Proposed plans to identify and provide focused outreach in areas of the City where youth are known to congregate.
- Specific locations where the proposer will focus its outreach efforts.
- Ways in which program staff will engage at risk youth and RHY.
- How staff will provide crisis intervention, urgent needs assessments, support and referrals to other service providers.
- Qualifications and experience of key staff, demonstrating that key staff members will have at least two years of experience providing street outreach services to at-risk youth, including engagement of youth, needs assessments, support and referral services, transportation and culturally sensitive services and information.
- Linkages to other organizations and specify how each linkage would enhance the ability of the program to achieve DYCD's objectives and goals. Demonstrate the proposer and key staff have a history of successful collaboration with other community-based agencies and organizations. **For each linkage, complete and sign a Linkage Agreement Form (Attachment 4).**

D. The Price Proposal

All Service Options

The Price Proposal is the funding request for providing the services described in Section III - Scope of Services in the applicable Service Option. It includes the proposal Budget and Budget Justification.

Budget Forms

Complete the Budget Forms (Attachment 5) following the Budget Instructions.

Transportation Services

DYCD anticipates that the minimum cost of transportation services will be \$500 annually. However, proposers should include in the Budget a sum that reflects their own experience and explain the basis of their calculation in the Budget Justification.

Budget Justification (preferable page limit: 3 pages)

Justify how requested funds would be used to deliver program services. Proposers should ensure that the budget and budget justification are consistent with the proposed program.

Service Options II and III only

Explain and justify the **cost-per-bed** incorporated into the proposed Budget.

All Service Options

Specifically justify the expenses under each major budget category by addressing the points listed below.

Personnel Services

- List each position, indicating whether it is full time or part time, and salary included in the funding request. Explain how the costs for each position were determined (as a percentage of full-time salary, hourly rate x number of hours, etc.). Indicate which resume or job description is intended to fill that position.

Non-staff Services (as applicable)

- List each consultant and associated cost included in the funding request, and explain how the cost of the assigned work for the program as described in the proposal's Program Approach narrative was calculated.
- If the program design includes payment of stipends, describe how the stipends will be awarded and the rationale for awarding the stated amounts.
- For each type of non-program service purchased from a vendor, such as accounting or cleaning, describe the nature of that service, why it is needed, and how the costs related to purchasing that service were determined.

Other Than Personnel Services (as applicable)

- For consumable supplies, describe the type and quantity of supplies to be purchased and explain how the costs for these items were determined.
- Explain why each piece of equipment and equipment related expenses are necessary for the proposed program.
- Describe the space costs, including those involving a rental expense; their importance in the proposed program; and how costs were determined.
- For travel expenses, describe the purpose of the travel and justify the cost.
- For utilities, telephones, and other operational expenses, list each item and how the cost for each item was determined.

E. Bidder's Certification of Compliance with Iran Divestment Act (Attachment 7)

F. Acknowledgement of Addenda (Attachment 8)

The Acknowledgement of Addenda serves as the proposer's acknowledgement of the receipt of addenda to this RFP that may have been issued by DYCD prior to the Proposal Due Date and Time. The proposer should complete this acknowledgment as instructed on the form.

G. Doing Business Data Form (Attachment 9)

The proposer should complete the Doing Business Data Form as instructed.

H. Proposal Package Contents (Checklist)

The Proposal Package should contain the following materials. Proposers should utilize this section as a checklist to assure completeness prior to submitting their proposals to DYCD.

All Service Options

The proposal package should include **one original hard copy set of the documents in the order listed below and one exact electronic copy of the documents compatible with Adobe Acrobat Reader format (PDF) contained in a compact disk or USB drive. Please note: the compact disk or USB drive will NOT be returned to the proposer.**

- Proposal Summary Form (**Attachment 1**)
- Multiple Proposals (**Attachment 2**)
- Table of Contents
- Program Proposal
- Narrative
- Organizational Chart
- Resumes or descriptions of qualifications for key staff positions
- Linkage Agreement Forms (**Attachment 4**)
- Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
- References from funding sources for services similar to those described in Section III— Scope of Services
- Corporate Governance Certification (**Attachment 3**)
- Price Proposal
- Budget Justification
- Budget Forms (**Attachment 5**)
- Bidder's Certification of Compliance with Iran Divestment Act (**Attachment 7**)
- Acknowledgement of Addenda (**Attachment 8**)

Service Options II and III Only

Copy of State certification to operate a residential facility **or** proof of filing for such certification. *(If documentation is not attached, the proposal will be considered nonresponsive and will not be considered)*

In a sealed, inner envelope, one original and one duplicate set of the Doing Business Data Form (Attachment 9) should be included in the proposal package.

For each proposal submitted, enclose the documents listed above in a sealed envelope and hand deliver to Dana Cantelmi, Agency Chief Contracting Officer, Office of Procurement. Label the envelope with the proposer's name and address, Runaway and Homeless Youth Services RFP, PIN: 260014RHYPFP, and the name and telephone number of the proposer's contact person.

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

All proposals accepted by DYCD will be reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFP. Proposals that are determined by DYCD to be nonresponsive will be rejected. DYCD's Evaluation Committee will evaluate and rate all remaining proposals based on the evaluation criteria prescribed below. DYCD reserves the right to make site visits, conduct interviews, or request that proposers make presentations as DYCD deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, DYCD reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer's initial proposal should contain its best programmatic and price terms.

B. Evaluation Criteria

- Demonstrated quantity and quality of successful relevant experience: **30%**
- Demonstrated level of organizational capability: **20%**
- Quality of proposed program approach: **50%**

Basis for Contract Award

DYCD will award contracts to responsible proposer whose proposals are determined to be the most advantageous to the City, taking into consideration overall average technical score, the price and other factors or criteria which are set forth in this RFP.

- Within each competition pool:
 - Proposals will be rated pursuant to the evaluation criteria set forth in the RFP.
 - Proposals will be listed in descending order of overall average technical score, and a competitive range ("short list") of technically viable proposals will be established. Proposals not within the competitive range will not be further considered.
 - For Service Option I (five competitions, one program per borough), all short-listed proposals that propose a price that does not exceed the maximum contract award prescribed in the RFP will be eligible for award.
 - For Service Options II and III, all short-listed proposals that propose a price per bed within the range prescribed in the RFP will be eligible for award.
 - For Service Option IV, all short-listed proposals that propose a price that does not exceed the maximum contract award prescribed in the RFP will be eligible for award.
 - Awards will be made to the highest rated proposers whose proposals are technically viable and whose price meets the conditions prescribed in the RFP. However,
 - DYCD reserves the right to award less than the full amount of funding requested by each proposer and to modify the allocation of funds among service areas and competitions in the best interests of the City.
 - If a proposer is eligible for more than one contract award from this RFP, DYCD reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interests of the City, how many, for what level of services, and for which competition or competitions the proposer will be awarded a contract, and the dollar value of each such contract.
 - For Service Options I, II and III, DYCD reserves the right to make contract awards to ensure: 1) appropriate distribution of necessary services and programs across geographic areas, and 2) program diversity (that is, programs that vary by factors such as target population sub-group and types of linkages and partnerships that support the program).

- For Service Option I, DYCD reserves the right to negotiate with a proposer for a contract to provide services in a borough different from that named in the proposal.
- Contract award will be subject to the following conditions:
 - Documentation of appropriate certification from OCFS (if applicable) by the conclusion of contract negotiations;
 - Timely completion of contract negotiations between DYCD and the selected proposer(s).
 - If not previously demonstrated, submission of a copy of the certificate of incorporation demonstrating that the proposer is a private, not-for-profit organization under Section 501(c)(3) of the Internal Revenue Code.

SECTION VI - GENERAL INFORMATION TO PROPOSERS

A. Complaints. The New York City Comptroller is charged with the audit of contracts in New York City. Any proposer who believes that there has been unfairness, favoritism or impropriety in the proposal process should inform the Comptroller, Office of Contract Administration, 1 Centre Street, Room 835, New York, NY 10007; the telephone number is (212) 669-3000. In addition, the New York City Department of Investigation should be informed of such complaints at its Investigations Division, 80 Maiden Lane, New York, NY 10038; the telephone number is (212) 825-5959.

B. Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

C. General Contract Provisions. Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

D. Contract Award. Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

E. Proposer Appeal Rights. Pursuant to New York City's Procurement Policy Board Rules, proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

F. Multi-Year Contracts. Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

G. Prompt Payment Policy. Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

H. Prices Irrevocable. Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of proposals. This shall not limit the discretion of the Agency to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

I. Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such

information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

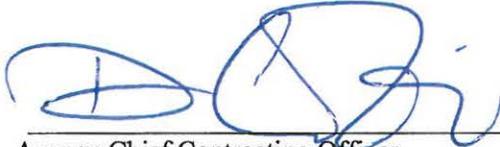
J. RFP Postponement/Cancellation. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

K. Proposer Costs. Proposers will not be reimbursed for any costs incurred to prepare proposals.

L. Vendex Fees. Pursuant to PPB Rule 2-08(f)(2), the contractor will be charged a fee for the administration of the Vendex system, including the Vendor Name Check Process, if a Vendor Name Check review is required to be conducted by the Department of Investigation. The contractor shall also be required to pay the applicable fees for any of its subcontractors for which Vendor Name Check reviews are required. The fee(s) will be deducted from payments made to the contractor under the contract. For contracts with an estimated value of less than or equal to \$1,000,000, the fee will be \$175. For contracts with an estimated value of greater than \$1,000,000, the fee will be \$350. The estimated value for each contract resulting from this RFP is estimated to be (less than or equal to \$1million).

M. Charter Section 312(a) Certification. [IF APPLICABLE]

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency.



Agency Chief Contracting Officer

Date 6-19-13

Attachment 1 Proposal Summary Form

RFP TITLE: RHY Services

PIN: 26014RHYRFP

EIN

Organization: _____ :

Address: _____

_____ **City** _____ **State** _____ **Zip Code**

Contact Name: _____ **Title:** _____

Contact Email: _____

Telephone: _____ **Fax:** _____

DYCD Funding Request:	\$ _____
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Complete ONLY ONE of the following charts:

Service Option I – Drop-In Center:				
Check one borough only and complete the corresponding row				
<u>Check One</u>	Borough	Youth Served (min 1,000)	Cases Managed (min 100)	Annual Community Outreach Workshops (min 12)
<input type="checkbox"/>	Bronx			
<input type="checkbox"/>	Brooklyn			
<input type="checkbox"/>	Manhattan			
<input type="checkbox"/>	Queens			
<input type="checkbox"/>	Staten Island			

Would the proposer for Service Option 1 be willing to provide services in a borough other than the one for which they are proposing? ____ Yes ____ No

Service Option II – Crisis Shelters	
Shelter Beds	Cost per Shelter Bed
	\$ _____

Service Option III – TILs	
TIL Beds	Cost per TIL Bed
	\$

Service Option IV– Street Outreach Services	\$
--	----

For Service Options I, II, and III:

Please indicate the site address for this proposed program:

Proposed Site _____

Address: _____

City

State

Zip Code

Authorized Representative: _____ **Title:** _____

Signature: _____ **Date:** ____ / ____ / ____

Attachment 2
Multiple Proposals

RFP TITLE: RHY Services

PIN: 26014RHYRFP

Has the proposer submitted more than one proposal in response to this RFP. **Yes** **No**

If **Yes**, how many? _____

Indicate the personnel who will manage the additional programmatic and administrative (fiscal and personnel) oversight in the event that more than one contract is awarded to the proposer.

Title Full-Time Equivalent
(100% = 35 hours/week)

If submitting more than one proposal, what funding sources will cover the above costs?

Attachment 3 Corporate Governance Certification

RFP TITLE: RHY SERVICES

PIN: 26014RHYRFP

To enter into a contract with DYCD, each organization must certify that its organizational capability is sufficient to support the services it has contracted to provide. To certify, complete the form below (including the attached list of the members of the Board of Directors, with the name, title, address, telephone number, and e-mail address of each member). The certification must be notarized by a Notary Public.

I, _____, am the Chairperson of the Board of _____ (“Proposer”), a not-for-profit organization that has proposed to provide certain youth or community development services. I hereby certify that the Proposer:

1. Is governed by a Board of Directors, whose names and addresses are fully and accurately set forth on the attached list.
2. Maintains its corporate books and records, including minutes of each meeting, at the Proposer address stated on the Proposal Summary Form (Attachment 1 to this RFP).
3. Has held in the past 12 months ___ meetings of the Board of Directors at which a quorum was present.
4. Reviews, at least annually, at a meeting of the Board of Directors and has reviewed in the past 12 months each of the following topics:
 - a. Executive compensation
 - b. Internal controls, including financial controls
 - c. Audits
 - d. Program operations and outcomes.

Name of Organization (Print): _____

Name of Board Chairperson (Print): _____

Signature of Board Chairperson:

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

NOTARY PUBLIC

Attachment 4 Linkage Agreement Form

RFP TITLE: RHY SERVICES

PIN: 26014RHYRFP

INSTRUCTIONS: This agreement is a demonstration of a commitment to integrate service delivery through working relationships with other organizations. It is not a consultant agreement. Complete and submit a separate Linkage Agreement Form for each organization with which you will be working. Duplicate this form as needed.

Pursuant to the proposal submitted by _____ (**Proposer Organization**) in response to the RHY RFP Request for Proposals from the Department of Youth and Community Development, the proposer, if funded, will establish a programmatic linkage with _____ (**Linked Organization**) in the form and manner described below.

Describe the proposed programmatic linkage, including how referrals and follow-up services will be maintained:

Proposer Organization:

Authorized Representative: _____

Title: _____

Signature: _____ Date: / /

Linked Organization:

Authorized Representative: _____

Title: _____

Work Address: _____

Work Phone #: _____

Signature: _____ Date: /

Attachment 5: Proposal Budget Summary Form

RFP TITLE: RHY Services

PIN: 26014RHYPFP

Organization:		EIN:	
Account Code	Category	DYCD Funding Request:	
Personnel Services			
1100	Salaries and Wages	\$	
	Full Time:	\$	
	Part Time:	\$	
1200	Fringe Benefits	\$	
1300	Central Insurance Program	\$	
	Total Personnel Services:	\$	
Non-Staff Services			
2100	Consultants	\$	
2200	Sub-contractors	\$	
2300	Stipends	\$	
2400	Vendors	\$	
	Total Non-Staff Services:	\$	
Other Than Personnel Services			
3100	Consumable Supplies	\$	
3200	Equipment Purchases	\$	
3300	Equipment Other	\$	
3400	Space Costs	\$	
3500	Travel	\$	
3600	Utilities & Telephone	\$	
3700	Other Operational Costs	\$	
	Other Costs:	\$	
	Indirect Costs:	\$	
3800	Fiscal Agent Services	\$	
	Total Other Than Personnel Services:	\$	
	Total DYCD Funding Request:	\$	

Proposal Budget Summary Category Definitions

Personnel Services

1100 Salaries and Wages

- The Salaries are divided in two categories:
 - Full Time employees: Persons who work 35 hours or more per week
 - Part Time employees: Persons who work less than 35 hours per week

1200 Fringe Benefits

- Fringe Benefits must include FICA. Charges to Fringe Benefits may also include unemployment insurance, worker's compensation, disability, pension, life insurance and medical coverage as per your policies. Enter the Fringe Benefit rate as indicated on the budget summary page. Fringe rates must not be less than 7.65% or exceed 30% of total salaries. If the contractor uses the Fiscal Agent, the minimum rate for Fringe Benefits is 12.65%.

1300 Central Insurance Program (CIP)

- Proposers without general liability insurance at the time of selection have the option of purchasing insurance through CIP or other sources. CIP includes general liability, special accident, property insurance (equipment), worker's compensation and disability, at a cost of 4.5% of the total program cost. CIP only covers DYCD- funded programs and activities. All funded programs must have general liability insurance of \$1 million, with a certificate naming DYCD and the City of New York as additional insureds, if they do not participate in CIP.

Non-Staff Services

2100 Consultants

- An independent individual with professional and/or technical skills retained to perform specific tasks or complete projects related to the program that cannot be accomplished by regular staff. Consultant cannot be a salaried employee.

2200 Subcontractors

- An independent nonprofit entity retained to perform program services. A subcontract will be part of the DYCD contract and will be registered with the NYC Comptroller. Each Subcontractor's EIN# must be listed on the subcontract and on its budget.

2300 Stipends

- An incentive allowance ONLY for the benefit of a participant and/or client.

2400 Vendors

- An independent business entity retained to provide non-program services. Examples: Cleaning Services, Security and Accounting Services.

Other Than Personnel Services

3100 Consumable Supplies

- Supplies that are not lasting or permanent in nature, such as office, program and/or maintenance supplies.

3200 Equipment Purchases

- Purchase of equipment that is durable or permanent, such as furniture, printers, calculators, telephones, computers. All equipment and/or furniture purchased with DYCD funds at a cost of \$500 or more become the property of The City of New York/DYCD. If the program is terminated, all such items must be returned to DYCD.

3300 Equipment Other

- The rental, lease, repair and maintenance of office/programmatic equipment utilized in the program's operation. This category also includes Computer Software.

3400 Space Costs

- Public School: Opening fees and room rentals paid to the Department of Education (DOE) or
- Space Cost/Other: All other rent paid by a program for all sites utilized by that program. It also includes all related charges associated with the use of the site such as minor repairs and maintenance costs. No renovation or construction projects can be budgeted or paid for with DYCD program funds.
- After being selected, all contractors charging for space cost are required to submit a Space Cost - Cost Allocation Plan. In addition, you will be required to submit a copy of your lease, DOE permit and/or month to month rental agreement at the time of the budget submission.

3500 Travel

- Local travel (i.e., bus and subway fares) by the employees of the program to and from sites that are being used for day-to-day programmatic functions. Expenditures for employees who use their personal automobile for business are reimbursed a maximum of \$0.28 per mile plus tolls. Charge to this account all participant related travel, such as bus trips and local travel.

3600 Utilities & Telephone

- Utilities & Telephone costs associated with the proposed program.

3700 Other Operational Costs

- This category is separated into two subcategories (3710 and 3720).
 - Other Costs: Items such as audit costs, postage, printing and publications, subscriptions, internet fees, etc. Also include any other operating costs that cannot be classified in any other category. In addition, include costs associated with and for the benefit of the participants such as food, refreshments, entrance fees, awards, T-shirts, uniforms, and sporting equipment. This category also includes general liability insurance for contractors not in the Central Insurance Program.

- Indirect Costs: The purpose of Indirect Cost is to capture overhead costs incurred by a contractor operating several programs. The maximum allowable rate is 10% of the total budget.

3800 Fiscal Agent Services

- All contractors now have the option of purchasing the services of the Fiscal Agent. A contractor may also be required by DYCD to have its funds administered by the Fiscal Agent. An agency that chooses or is mandated to utilize the Fiscal Agent must have all DYCD contracts administered by the Fiscal Agent. The following is a brief description of services that will be offered by the Fiscal Agent: Establish financial records, maintain and report on available budget balance, verify invoices, provide payroll services and personnel reporting, be responsible for the timely filing and payments of employment related taxes, and maintain an Accounts Payable and Ledger system in accordance with generally accepted accounting practices and procedures.
- Fiscal Agent services will be charged from your total budgeted amount at this scale:

Budget \$ Value	Fiscal Agent Services Fee
\$0 - \$25,000	\$1,200
\$25,001 - \$50,000	\$3,500
\$50,001 - \$100,000	\$5,100
\$100,001 - \$250,000	\$7,100
Over \$250,001	\$10,000

Attachment 6

Whistleblower Protection Expansion Act Rider 2012

RFP TITLE: RHY SERVICES

PIN: 26014RHYRFP

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
 - (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
 - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

Attachment 7

Iran Divestment Act Compliance Rider For New York City Contractors

RFP TITLE: RHY SERVICES

PIN: 26014RHFRFP

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Bidder's Certification of Compliance with Iran Divestment Act

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 2013

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
____ day of _____, 2013

Notary Public

Dated

**Attachment 8
Acknowledgement Of Addenda**

RFP: RHY SERVICES

Proposer:	PIN: 26014RHYRFP
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COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

PART I: List below the dates of issuance for **each addendum received** in connection with this RFP:

ADDENDUM #1 DATED: ___/___/ 2013

ADDENDUM #2 DATED: ___/___/ 2013

ADDENDUM #3 DATED: ___/___/ 2013

ADDENDUM #4 DATED: ___/___/ 2013

ADDENDUM #5 DATED: ___/___/ 2013

PART II: Check, if applicable.

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

PROPOSER (NAME): _____

PROPOSER (SIGNATURE):

Attachment 9
Doing Business Data Form

RFP TITLE: RHY SERVICES

PIN: 26014RHYRFP



For City Agency Use
Agency: _____
PIN/Contract ID/PO#: _____

Spring 2008

Doing Business Data Form - Proposers

Transaction type: Contract Franchise/Concession

A Doing Business Data Form is to be completed by any vendor that submits a proposal for a contract, franchise or concession (see Q&A sheet for more 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 sign the last page and return the completed Data Form, in a separate envelope, to the contracting agency along with your proposal. **The submission of a Data Form that is not accurate and complete may result in appropriate sanctions.**

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

General Instructions for Sections 2, 3, and 4:

Office Title: The actual office title held by the officer, owner or manager.

Employer (if not vendor): If the individual is not employed by the vendor, list his/her employer's name.

Certification:

Fill out the certification box on the last page completely and return the completed Data Form, in a separate envelope, to the contracting agency along with your proposal. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions. Thank you for your cooperation.

Section 1: Vendor Information

Vendor Name: _____

Vendor EIN/TIN: _____

Vendor Filing Status (select one):

- Vendor 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 vendor.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

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

Vendor Address: _____

City: _____ State: _____ ZIP: _____

Vendor Phone #: _____ Vendor is a Non-Profit: Yes No

Vendor E-mail: _____

Section 2: Principal Officers

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

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not vendor): _____

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

Home Address: _____

This person replaced former CEO: _____ on date: _____

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not vendor): _____

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

Home Address: _____

This person replaced former CFO: _____ on date: _____

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not vendor): _____

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

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not vendor): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not vendor): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not vendor): _____

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

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the vendor's contracts (if this is a contract proposal) or franchises and concessions (if this is a franchise or concession proposal) with the City. 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 contract, franchise or concession 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 vendor is filing a Change Data Form, list any individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

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

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

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

Remove the following previously-reported Senior Managers:

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

Vendor Certification

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

Name: _____
 Signature: _____ Date: _____
 Vendor Name: _____
 Title: _____ Work Phone #: _____

Return the completed Data Form to the contracting agency along with your proposal.

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

Attachment 10
Subcontracting Compliance Notice

RFP TITLE: RHY SERVICES

PIN: 26014RHYRFP

Notice for Proposers:

In 2013 the City will be implementing a new web based subcontractor reporting system. Once this subcontractor reporting system is implemented, and the Selected Contractor receives notice of its implementation, the Selected Contractor will be required to list in the system all of the subcontractors that it knows it will use or is already using in the performance of the contract to be awarded. For each subcontractor listed, the Selected Contractor will be required to provide the following information: maximum contract value, description of subcontractor work, start and end date of the subcontract and identification of the subcontractor's industry. Identification of subcontractors in the system along with the required information will be required in order to obtain subcontractor approval under PPB Rule § 4-13 for all subcontractors that have not been approved as of the implementation date. Thereafter, the Selected Contractor will be required to report in the system the payments made to each subcontractor within 30 days of making the payment. If any of the required information changes throughout the term of the contract, the Selected Contractor will be required to revise the information in the system.

When the subcontractor reporting system is implemented, the Selected Contractor will receive a written notice from the City which will contain the information the Selected Contractor will need to list its subcontractors and report payments. The Selected Contractor will not be required to comply with the requirements set forth herein until such notice is issued. The Selected Contractor will have 30 days from the date of the notice to list its current subcontractors for which it has already received Agency approval, if any. Thereafter, for those subcontractors that have not yet been approved by the Agency, subcontractors will have to be listed in the system in order to obtain the required Agency approval.

Failure of the Selected Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Selected Contractor in default of the Contract and may subject the Selected Contractor to liquidated damages in the amount of \$100 per day for each day that the Selected Contractor fails to identify a subcontractor along with the required information about the subcontractor and/or fails to report payments to a subcontractor, beyond the time frames set forth herein or in the notice from the City. The Selected Contractor hereby agrees to these provisions and acknowledges that they will become effective on the date set forth in the notice.

Attachment 11
Standard Human Service Contract

RFP TITLE: RHY SERVICES

PIN: 26014RHYRFP

AGREEMENT dated ____ between the CITY OF NEW YORK ("CITY") acting by and through its Department of _____ ("Department"), having an office located at _____, and _____ ("Contractor") a not-for-profit corporation having its principal office located at _____.

WHEREAS, Contractor provides services to _____;
and

WHEREAS, the Department procured those services through [or insert other procurement method here or provide whatever description of the procurement process the agency chooses]
and

WHEREAS, Contractor, having been awarded the Contract, is ready, willing and able to perform;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Board of Directors" or "Board" means the board of directors, board of trustees or a similar body vested with the duty and responsibility for management and oversight of Contractor's affairs as they relate to its performance under this Agreement.

B. "Budget" shall mean the line-item costs and/or the performance based measures or fee-for-service rate schedule attached hereto as Appendix C.

C. "City" shall mean The City of New York.

D. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

E. "Comptroller" shall mean the Comptroller of the City of New York.

F. "Contractor" shall mean the entity entering into this Agreement with the Department.

G. "Department" shall mean the City agency that has entered into this Agreement.

H. "Fiscal Agent" shall mean an entity (if any) retained by the Department, or retained by the Contractor at the direction of the Department, to issue payments to third parties on behalf of the Contractor or otherwise to assist the Contractor in the administration of its financial affairs.

I. "Fiscal Manual" shall mean a set of instructions provided by the Department to the Contractor documenting the applicable policies and procedures of the Department for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement and payroll, as may be amended by the Department. The Fiscal Manual is incorporated by reference and may be found online at www.nyc.gov/html/dycd/downloads/pdf/FY2012_Fiscal_Manual.pdf. The Fiscal Manual is not intended to amend the material terms of this agreement with respect to either the Scope of Work, or the terms and conditions of this document or Appendix A.

J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "State" shall mean the State of New York.

ARTICLE II — TERM OF AGREEMENT

Section 2.01 Term. The term of this Agreement begins on _____ for a period of _____ () years through _____.

Section 2.02 Renewal. The Department, in its sole discretion, may renew this Agreement [insert # of renewals] for a period of [insert # of years] for each renewal. The Department, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Agreement after the exercise of all of the options to renew shall not exceed _____ () years. All renewals shall be on substantially the same terms and conditions contained in the Agreement. Any renewal will not be effective unless and until the renewal is registered pursuant to New York City Charter §328. The Department shall renew this Agreement by giving written notice to the Contractor prior to the expiration date of this Agreement and prior to the expiration date of any renewal option. The Department will endeavor to give the Contractor notice ninety (90) days prior to renewal. Failure to give notice at least 90 days prior to renewal shall not impair the Department's right to exercise its option to renew and shall not invalidate an option exercised by the Department.

Section 2.03 Future funding. Since the period of performance contemplated by this Agreement involves performance by the Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of funds for such subsequent City fiscal

year(s). Contractor also understands that the Department is under no obligation to continue its funding after the expiration of the term of this Agreement.

ARTICLE III — SCOPE OF WORK AND BUDGET

Section 3.01 Scope of work.

A. **Services and Activities.** Contractor shall provide the services and activities in program areas or programs listed and described in the Scope of Work attached hereto as Appendix B.

B. **Healthy food environment.** The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, in addition to the services set forth in Appendix B, the Contractor shall make best efforts to distribute to any staff members providing services to program participants under the Agreement and to program participants funded in whole or in part by this Contract, any healthy food promotional materials provided to the Contractor by the Department.

C. **New York City Food Standards.** This paragraph applies only if this Agreement includes a requirement that the Contractor supply food to program participants as a material part of the client services funded by the Department. The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, the Contractor shall provide a healthy food environment in connection with the client services provided under this Agreement by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under this Agreement, including compliance with the New York City Food Standards for beverage vending and food vending machines (<http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml>) for any vending machines to which program participants are granted access.

Section 3.02 Budget. Contractor shall provide such services and activities in accordance with the Budget. Contractor may request modifications to the Budget in the manner prescribed in the Fiscal Manual.

Section 3.03 Payment. The Department shall pay the Contractor an amount not to exceed \$_____ (_____ dollars) for all services provided under the Agreement. Payment shall be made in accordance with the Budget and the Fiscal Manual. This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a duly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

Section 3.04 Cost allocating and duplication.

A. **Duplication.** Contractor represents and warrants that the work to be performed under this Agreement shall in no way duplicate any work performed under other agreements between the City and Contractor, nor under any agreement with any other governmental funding source, except upon the express written permission of the Department. Costs attributable to the program and not paid for by the City are not duplication (e.g. program enhancements, unreimbursed portions of staff salaries) but are subject to the cost allocation provisions set forth below. Noncompliance with this Section shall constitute a material breach of this Agreement.

B. **Cost allocation plan.** Contractor shall accurately and equitably allocate costs which are attributable to the operation of two or more programs among such programs, or which are costs attributable to two or more governmental funding sources, by a method which represents the benefit of such costs to each program or funding source. The Contractor shall upon commencement of services or as soon thereafter as practicable develop and deliver to the Department a cost allocation plan for the Department's approval.

C. No cost allocation plan shall be approved by the Department unless such a plan:

1. Relates to allowable costs as defined in applicable laws, regulations and policies of the federal, State and City governments;
2. Relates to costs necessary for the Contractor's performance pursuant to this Agreement;
3. Fairly and accurately reflects the actual allocable share of such cost with respect to this Agreement;
4. Is developed in accordance with generally accepted accounting principles; and
5. Is accompanied by such supporting documentation as the Department deems necessary to evaluate the plan.

D. A cost allocation plan approved by the Department may be modified with the written approval of the Department.

E. Notwithstanding any provision in this Section to the contrary, the Department further reserves the right to withhold any payments to the Contractor for allocated costs in the event that the Department determines that the cost allocation plan is unsatisfactory in whole or in part, or determines that such allocated costs have been incorrectly determined, are not allowable, or are not properly allocable pursuant to this Agreement and or approved cost allocation plan.

Section 3.05 Cost Of living increases. Where the Contractor's industry has experienced an increase in costs (e.g. salary, wage or fringe benefit cost of living increases, a change in the prevailing or living wage, a renegotiated collective bargaining agreement, an industry-wide increase in the Producer Price Index (PPI) for fuel or energy) that exceeds the

Budget, and the Office of Management and Budget (OMB) or another independent agency has determined in writing that additional funds will be made available to a City agency for the class of contracts pursuant to which the Contractor provides the same or substantially similar services, then the Department shall reimburse the Contractor for such increases in costs to the extent that such increases have been authorized by the City for contracts within such class of contracts and to the extent that funds are appropriated for such purposes. Any cost of living increase will not be effective unless and until an amendment to the contract is registered pursuant to New York City Charter §328.

ARTICLE IV — FISCAL PROCEDURES

Section 4.01 Cooperation and compliance. Contractor hereby agrees to fully cooperate and comply with the Fiscal Manual on all fiscal matters related to this Agreement.

Section 4.02 Accounts

A. Contractor shall establish and maintain one or more separate accounts for the funds obtained from or through the City of New York related to this and all other agreements with the City, and shall maintain records for such account to track and clearly identify the funds obligated through this Agreement.

B. Contractor shall notify the Department of the name, locations and account numbers of all bank accounts in which any funds pursuant to this Agreement are maintained, and of any change in the name, location, or account numbers of such accounts within five (5) days of such establishment or change. Such bank shall have a branch located in New York City unless otherwise approved by the Department.

C. Contractor shall notify the Department of the names, titles, and business addresses of such persons authorized by the Contractor to receive, handle or disburse monies under this Agreement, including the company name and company address where such persons are not employees of the Contractor. Such notification must be in writing and furnished to the Department within five (5) days from the execution of this Agreement, and within five (5) days from any subsequent change or substitution of authorized signatories.

Section 4.03 Advance. The amount of any advance to be paid to Contractor under this Agreement shall be determined solely by the Department in accordance with its Fiscal Manual and any applicable Comptroller directives. The funds shall be used exclusively for the payment of expenditures and obligations authorized by and properly incurred pursuant to the Budget.

Section 4.04 Financial records, reporting and invoicing. Contractor shall submit financial reports and invoices to the Department in accordance with the terms of the Fiscal Manual. Any supporting documents required to be maintained by this Agreement or the Fiscal Manual shall be made available for inspection and reproduction by the Department, the City

Comptroller, and such other persons as authorized by the Department, including the Inspector General for the Department and the Department of Investigation. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of this Agreement.

Section 4.05 Procurement requirements.

A. Procurement records. Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts and documentation for any payments, expenditures or refunds made to or received by Contractor in connection with this Agreement. Contractor may maintain a petty cash fund in accordance with the Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of \$1,000. Contractor shall make all procurement expenditures in excess of \$1,000 by check or credit card.

B. Extent of competition required. Contractor shall retain records which detail the method of procurement, the basis for selection or rejection of a contractor, consultant or supplier and the basis for the contract price. If federal or State Laws require procurement methods other than those set forth herein, then Contractor shall also comply with such procurement methods.

1. Contractor must solicit and document at least three (3) written estimates for any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of \$25,000. The monetary threshold applies to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
2. For any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts between \$5,000 and \$25,000, Contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. The monetary thresholds apply to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
3. The City may retain the services of a Group Purchasing Organization (GPO) to facilitate the purchase of supplies or other items. If the City retains such a GPO, the Department may direct Contractor to utilize the services of such GPO. If the Contractor is directed by the Department to use the GPO or if the Contractor becomes a member of and makes purchases through the GPO

retained by the City with or without the City's direction, Paragraph B shall not apply to those purchases and the procurement requirements will be satisfied through the use of the GPO.

C. Equipment. If so directed by the Department, title to all equipment or other property purchased at a price in excess of \$5,000 with funds obtained through this Agreement shall be in the name of the City of New York. Contractor shall properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such equipment in the manner provided in the Fiscal Manual or as otherwise directed by the Department, and shall maintain detailed records concerning such dispositions. At the Department's request, Contractor must execute a UCC-1 to evidence the Department's interest in equipment purchased at a price in excess of \$25,000 and to enable the Department to perfect that interest by filing or otherwise.

D. M/WBE suppliers. Contractor is encouraged to utilize businesses and individual proprietors listed on the NYC Online Directory of Certified MWBE Businesses, available at www.nyc.gov/sbs, as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

E. Disputes with suppliers. Contractor, without recourse to the City or the Department, shall be responsible for the settlement and satisfaction of all contractual obligations and administrative issues arising out of any procurement or leasing contracts paid with funds obtained through this Agreement.

Section 4.06 Limitation on use of funds.

A. Proper purposes. No funds obtained through this Agreement shall be spent for any expense not incurred in accordance with the terms of the Agreement. All such funds shall be administered in accordance with the Fiscal Manual.

B. Real property. No funds obtained through this Agreement shall be spent for the purchase of any interest in or improvement of real property, unless included in the Budget or otherwise authorized in writing by the Department.

C. Disallowed costs. Any cost found by the Department, the City or any auditing authority that examines the financial records of the Contractor to be improperly incurred shall be subject to reimbursement to the City. Failure to make said reimbursement shall be grounds for termination of this Agreement.

Section 4.07 Recoupment of disallowances, improperly incurred costs and overpayments. The Department may, at its option, either require the Contractor to reimburse

the Department or withhold for the purposes of set-off any monies due to Contractor under this Agreement up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, and/or the amount of any overpayment to Contractor with regard to this Agreement or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Agreement. Prior to the imposition of withholding for the purposes of set-off, the Department will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

Section 4.08 Failure to spend funds. In the event that Contractor fails to spend funds for any part of the Budget within the time indicated therein (i.e., the fiscal year unless otherwise indicated) or at the level of expenditures indicated therein, the Department reserves the right, in its discretion, to recoup any funds advanced and not spent. If Contractor fails to spend funds in the budget, the Department reserves the discretion to reduce the budget going forward to account for the expected future level of expenditures.

Section 4.09 Provisions Applicable When Fiscal Agent Disburses Funds To Contractors

A. Payment by Fiscal Agent. Where the Department has retained a Fiscal Agent to make payments to third parties on behalf of Contractor, then the Contractor is obligated to use the Fiscal Agent to make payment to third parties at the Department's direction, including for the purchase of such goods, supplies, services and/or equipment made by Contractor under this Agreement. Where the Department directs that Contractor utilize a Fiscal Agent, Contractor shall not pay any obligations on its own behalf except to the extent specifically allowed by this Agreement and the Department's Fiscal Manual.

B. Payroll processing by Fiscal Agent. In the event that a Fiscal Agent is processing the Contractor's payroll, Contractor shall deliver to the Fiscal Agent signed and dated time and attendance records for each staff member and consultant to be paid under this Agreement, in the form required and delivered at the time required by the Fiscal Agent and the Department's Fiscal Manual. Subject to the Department's approval, the Fiscal Agent shall prepare the payroll checks and supporting materials based on the documents submitted.

C. Fiscal Agent documentation. Upon reasonable request and approval by the Department, Contractor shall have the right to inspect any fiscal documents relating to this Agreement as may be maintained by a Fiscal Agent, if applicable. Contractor may request from the Department copies of any or all the following documents relating to the funds to be provided hereunder, with said documents to be furnished by the Fiscal Agent, subject to the Department's approval, within a reasonable time of the request: monthly budget and expenditure reports; budgets and budget modifications; and audit reports, where available.

ARTICLE V — RECORDS, DELIVERABLES, AUDITS AND REPORTS

Section 5.01 Records to be maintained. In addition to any other records required to be maintained and/or provided for inspection pursuant to this Agreement, Contractor shall maintain and make available to the Department for inspection, upon reasonable request, the following documents: tax returns; audit reports; all programmatic records and accounts maintained in connection with this Agreement, including program, research and other reports and publications prepared in connection with this Agreement; all financial books, records and accounts reflecting payments made by Contractor for petty cash expenditures in connection with this Agreement; all applicable licenses and permits; Board member lists and all minutes and attendance sheets (dated and signed) for meetings of the Board of Directors and any of its committees responsible for the oversight of the program(s) funded under this Agreement; certificate of incorporation and by-laws; all other contracts related to providing services under this Agreement, to which Contractor is a party and the contract terms coincide, in whole or in part, with the term of this Agreement; and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Contractor shall permit the Department and its authorized representatives including the Department's Inspector General, the Comptroller of the City of New York, the New York City Department of Investigation, or their designees, or other interested federal, State or City agency representatives, to attend all meetings of the Board of Directors and to be present at the program site(s) to observe the work and activities being performed in connection with this Agreement.

Section 5.02 Deliverables and reports. Contractor shall submit the deliverables and periodic reports required by this Agreement, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by the Department.

Section 5.03 Audit disclaimers. If any audit of Contractor's records shall include a Disclaimer of Opinion relating to any contract with the Department or other funding sources, said Disclaimer shall be ground for termination of this Agreement.

Section 5.04 Federal audit requirements. If applicable, the Contractor shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Organizations," and shall provide such audit to the Department within thirty (30) days after its receipt of the final audit by the Contractor from the preparing accountant.

Section 5.05 State charities registration and audit requirements. If the Contractor is required by New York State law to register with and make annual filings to the Charities Bureau of the New York State Department of Law, timely compliance with such requirements shall be deemed a material term of this Agreement. Contractor shall make available to the Department all such filings, including any audit and/or financial report required to be submitted with such

filings, within thirty (30) days of receiving such final audit or financial report from its preparer, and in no event later than ten (10) days following the filing of such audit or financial report with the Charities Bureau.

Section 5.06 Additional audit and financial reporting requirements.

A. If any Contractor is exempt from making annual filings to the Charities Bureau of the New York State Department of Law, the Contractor will, at direction of City, provide the City with annual disclosure reports equivalent to those filings that Contractor would have filed with the State had they been required to file. As of the effective date of this Agreement, the requirements are as follows:

1. Contractors with gross revenues between \$100,000 and \$250,000 in any fiscal year shall file an annual financial statement with the Department, which includes an independent certified public accountant's review report in accordance with the "statement on standards for accounting and review services" issued by the American Institute of Certified Public Accountants. The financial statement shall be prepared in conformance with generally accepted accounting principles (GAAP), including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations.

2. Contractors with gross revenues in excess of \$250,000 shall file with the Department an annual audit report by an independent certified public accountant. Said audit report shall contain an opinion, signed by such certified public accountant that the financial statements are presented fairly in all material respects and in conformity with GAAP, including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations, and that the financial sheet and balance sheet present fairly the financial operations and position of the organization. The financial report must be signed by the president or other authorized officer and the chief fiscal officer under penalties of perjury that the statements are true and correct to the best of their knowledge.

B. Contractors receiving funds pursuant to this Agreement in excess of \$1,000,000 will, at direction of City, provide to the Department an audit report from an independent certified public accountant containing an opinion that the Contractor has appropriately allocated costs in accordance with the terms of the Agreement, including that the costs have not been improperly double-charged between multiple City and/or State contracts or between multiple governmental funding sources. The Contractor may satisfy this requirement by including the appropriate analysis in any audits required pursuant to Section 5.04 or 5.05.

C. The Contractor must submit all required audit and financial reports under this Section to the Department within thirty (30) days after receipt of the final audit from its accountant, but in any event no later than twelve (12) months after close of the audit period, or such longer period as determined by the Department. The audit and financial reports shall

comply with the applicable provisions in the Fiscal Manual throughout the term of this Agreement, including terms mandating the audit period and frequency of such audits and reports.

D. The Department may in its sole discretion conduct its own programmatic or financial audits of the Contractor.

ARTICLE VI — PERSONNEL PRACTICES AND RECORDS

Section 6.01 Definition of employee. The term "employee" as used in this Article shall be limited to salaried personnel and shall include neither consultants under contract to the Contractor to provide specified services nor participants in the program who are being paid as trainees.

Section 6.02 Compensation of key employees and Board of Directors.

A. Key employee list. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a list of its key employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this Agreement. For each listed employee, Contractor shall provide the current total compensation (including all benefits), all sources of the employee's total compensation, whether from this contract or another City, State, Federal or private source, and the dollar amount of compensation from each such source.

B. Vacancies. Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer and/or Chief Operating Officer, and/or the senior programmatic supervisory personnel or the functional equivalent of such positions.

C. Board compensation. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a listing of all members of its Board of Directors and identify any of its members who receive compensation in any form, including but not limited to salary, stipend, per diem payments and/or payments for services rendered, from the Contractor or its affiliates, together with the amount of any such compensation, regardless of the source of its payment, and a description of its purpose.

Section 6.03 Collective bargaining. Contractor acknowledges that neither the City nor the Department is responsible or shall be liable for any obligations contained in any agreement into which Contractor or a representatives of Contractor has entered concerning the collective bargaining rights or benefits of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable Laws governing the use of funds in connection with union activities.

Section 6.04 Recruitment and hiring of staff.

A. Maintenance of skilled staff. Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Scope of Work and perform necessary administrative functions throughout the term of this Agreement, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the Program; and implementation of any corrective actions required by the Department.

B. Background checks.

1. The Contractor shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, and suitability for working with clients and participants. Where consistent with State and federal law, if directed by the Department, the Contractor will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.

2. The Contractor shall comply with Article 23-A of the New York State Correction Law and Section 296(15) and (16) of the New York State Executive Law when considering an applicant's prior criminal convictions in determining their suitability for employment. In accordance with Article 23-A, nothing in this Agreement shall be construed to limit a Contractor's authority to withdraw conditional offers of employment for any lawful reason, including the determination that the candidate has a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public.

3. With respect to any employment governed by Article 23-A of the Correction Law or Section 296 of the New York State Executive Law, except where the

Contractor obtains prior written approval from the Department, the Contractor shall not ask questions regarding an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications on any preliminary employment application documents or ask questions about an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications before or during the first interview with the applicant.

4. Consistent with the requirements of Executive Law §296(15) and (16), following the first interview, the Contractor may ask applicants to disclose their prior criminal convictions and any arrests or criminal accusations that are pending and have not been terminated in favor of the applicant. Agencies shall limit their review and consideration of an applicant's criminal convictions to (i) an individual's felony convictions in the state of New York or in any other jurisdiction; (ii) an individual's unsealed misdemeanor convictions in the state of New York or in any other jurisdiction; and (iii) any pending charges against the applicant. Consistent with State law, past arrests not leading to a criminal conviction shall not be considered. (Please note that, pursuant to Section 380.1 of the Family Court Act, juvenile delinquency adjudications are not criminal convictions. Also, pursuant to Section 720.35(1) of the Criminal Procedure Law, a youthful offender adjudication is not a criminal conviction.) In addition, the Contractor may request a waiver from the Department of any provision of this Section and be permitted to ask relevant questions pertaining to the qualifications to hold a specific position, upon demonstrating the need for such waiver.

5. Notwithstanding any other provision of this Section, if the Contractor is hiring for positions requiring licensure, including positions such as interns and apprentices for such licensed positions (e.g. prospective attorneys), the Contractor may ask applicants the same questions asked by the licensing body, in accordance with New York State law. In addition, if the Contractor is hiring for positions where certain convictions or violations are a bar to employment in that position under Law, the Contractor may ask questions about those convictions or violations.

6. Where practicable, the Contractor shall provide for the review by a supervisor of a decision not to hire based on prior criminal convictions.

C. Drug-free workplace.

1. Contractor shall conspicuously post at any facility at which activities funded in whole or in part through this Agreement occur, a statement notifying all staff that the manufacture, distribution, dispensing, unauthorized possession, and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition (the "Drug-Free Workplace Policy"). Contractor shall provide a copy of the Drug-Free Workplace Policy to each staff member as part of his or her initial employment orientation with Contractor, and shall inform such staff member that compliance with the terms of the Drug-Free Workplace Policy is a mandatory condition of employment or retention of employment. Contractor shall provide the Department with a written certification that its Facility complies with the Drug-Free Workplace Policy prior to commencement of services funded through this Agreement.

2. Contractor shall provide an on-going drug-free awareness program to inform all staff about the dangers of drug abuse in the workplace; the Contractor's enforcement of its Drug-Free Workplace Policy; the availability of drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon staff and clients or participants for violating the Drug-Free Workplace Policy.

3. Contractor shall require staff members to notify Contractor in writing of his/her arrest or conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such arrest or conviction. Contractor shall thereafter notify the Department within ten (10) calendar days of Contractor's receipt of the above-described notice of conviction from a staff member or of the date Contractor otherwise received actual notice of such conviction.

4. Contractor shall take one of the following actions within thirty (30) calendar days of receiving notice of such a conviction with respect to any staff member so convicted: (a) appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such convicted staff member both to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency, and to make a good faith effort to continue to abide by the Drug-Free Workplace Policy.

ARTICLE VII — PROGRAM FACILITY

Section 7.01 Suitability. Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Agreement, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Agreement.

Section 7.02 Signage. Upon request by the Department, and consistent with applicable Laws and applicable lease and license requirements, Contractor will prominently display signs inside and outside the facility(ies) used for the program indicating such information as the program name, its sponsorship by the Department, the program activity and the days and hours of operation. In addition, Contractor shall prominently display inside the facility(ies) all signs, provided by the Department, if any, advising of any of the Contractor's obligations with regard to Equal Employment Opportunity laws.

Section 7.03 Security and emergency plan.

A. Prior to the commencement of services under this Agreement, Contractor shall adopt, implement, and instruct staff regarding a written plan to provide for the safety and security of clients, participants, staff, and the Contractor's facility, including procedures to follow during emergencies. Contractor shall maintain a current file of emergency contacts for each client and participant, which shall include the names, addresses, telephone numbers, and

locations where such contacts can be reached. A security plan applying to all of Contractor's operations rather than specifically to the City-funded operations shall be sufficient to comply with the terms of this requirement. The Contractor shall cooperate with the City during any emergency affecting the Contractor's services and/or facilities.

B. In the event that a State of Emergency (SOE) is declared by the Mayor of the City, the City may suspend Contractor's normal operations until further notice. No damages shall be assessed for suspension of normal services during this time. All other terms and conditions of this Agreement shall remain in effect, except as modified by a contract amendment registered pursuant to Charter §328 or other appropriate contract action. The Contractor may, at the request of and in a manner determined by the Department, assist the Department in carrying out emergency procedures during a State of Emergency. Emergency procedures shall remain in effect until the Mayor has determined that the SOE has expired. In consideration thereof, the City agrees to indemnify the Contractor against all claims by third parties arising out of the actions of its employees during the SOE that are directed by the City and not otherwise required to be performed under this Agreement, except for those arising out of the employees' gross negligence or intentional misconduct.

ARTICLE VIII — CENTRAL INSURANCE PROGRAM

Section 8.01 Availability. If offered to Contractor by the Department, participation in the City-sponsored Central Insurance Program (CIP) plan shall satisfy Contractor's responsibility to obtain any of the types of insurance provided under such CIP plan. The Department may facilitate the provision of this insurance plan as a convenience for Contractor and for the protection of the City. Provision of these plans through the Department is in no way an admission by the Department or the City of liability for acts, omissions or negligence of Contractor or its employees.

Section 8.02 Cancellation. The Department reserves the right to cancel or modify any CIP plan offered to Contractor as it deems advisable, and at such time as it deems advisable, in its sole discretion. In such event, or in the event of cancellation by the insurers, the Department will promptly notify Contractor. Contractor must maintain all required insurance at all times during the term of this Agreement either through participation in the CIP plan or through insurance obtained separately by the Contractor.

Section 8.03 Notification concerning occurrence of incidents. If Contractor is enrolled in the CIP plan, upon the occurrence of any injury to any client/participant, employee, volunteer, officer, visitor, or any other person, in conjunction with the services funded in whole or in part through this Agreement, and/or of any damage to the facility or any damage to or theft of equipment purchased with funds paid under this Agreement, Contractor shall provide telephone notice to the Department within twenty-four (24) hours of the incident, followed by a written report on the approved Incident Report Form to be delivered to the Department within three (3) business days.

ARTICLE IX — REPRESENTATIONS AND COVENANTS OF CONTRACTOR

Section 9.01 Eligibility. Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document (e.g., the request for proposals) under which it proposed for and was awarded this Agreement. Any material change in the eligibility compliance information supplied in Contractor's contract proposal must be reported to the Department within a reasonable time thereof. Failure to do so will be deemed a material breach of this Agreement and could result in termination of this Agreement.

Section 9.02 Program services.

A. Except where expressly set forth in the Scope of Work and approved by the Department, Contractor represents and warrants that eligibility for admission to the services funded through this Agreement shall not be restricted on the basis of race, color, creed, national origin, alienage or citizenship status, gender, gender identity, sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

B. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, except as required by law or unless a waiver of this provision is approved in writing by the Department. Waivers may be considered under the following conditions: (i) Contractor's total costs for the Services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor's fees for Services and/or the arrangements made to include those participants unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impede participation by members of the community to be served by the services.

Section 9.03 Allegations of abuse or maltreatment. Contractor will notify the Department within twenty-four (24) hours of promptly determining that reasonable cause exists to suspect that any of Contractor's administrators or staff, including both paid and volunteer, has abused, maltreated, neglected, assaulted or endangered the welfare of any program participant. In addition, if such reasonable cause is found, the Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by the Contractor. The term abuse shall mean the infliction of physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ. The term maltreatment shall mean (i) treatment that results in serious physical injury other than by accidental means, or (ii) neglect or failure to exercise a minimum degree of care that impairs, or places in imminent danger of being impaired, the physical, mental or emotional condition of a program participant. Contractor shall provide telephone notice to the Department within 24

hours of determining that reasonable cause exists, followed by a written report, to be delivered to the Department within three (3) business days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Registry (SCR).

ARTICLE X — MISCELLANEOUS

Section 10.01 Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify or add to the interpretation or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

Section 10.02 Order of priority. During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- Standard Human Services Agreement (this document);
- Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical and Human Client Services);
- Appendix B (Scope of Work);
- Appendix C (Budget); and
- Fiscal Manual.

ARTICLE XI— SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE

Section 11.01 Availability of supportive services and technical assistance. At its sole discretion, the City may provide, either directly or through its designee, technical assistance to Contractor in such areas as: (1) program planning, development, coordination and dissemination of information; (2) preparation of reports and materials required by the City and/or other governmental entities with jurisdiction over Contractor's activities relating to the operation of services funded through this Agreement; (3) compliance with applicable Laws, guidelines and administrative memoranda; and/or (4) issues or matters affecting Contractor's performance under this Agreement.

Section 11.02 Training. At its sole discretion, the City may provide, either directly or through its designee, training/technical assistance to Contractor's employees and Board members, relating to the management and operation of the program funded through this Agreement. If training and/or technical assistance is made available, Contractor must commit appropriate employees and board members to attend/participate at training sessions, as instructed by the City or its designee. Failure to do so may negatively affect Contractor's performance rating, which could in turn lead to termination of this Agreement.

Section 11.03 Capacity Building and Oversight (CBO) Review for not-for-profit Contractors. If requested by the Department, the Contractor must complete the Mayor's Office of Contract Services (MOCS) Capacity Building and Oversight (CBO) Review process. As part of that process, the Contractor must submit specified documents to the CBO unit of MOCS, which then conducts an evaluation of the Contractor and its operations for compliance with the terms of its contracts, its own by-laws, internal fiscal controls, applicable laws and regulations, and best practices in not-for-profit organization administration. The specified documents may include, but are not limited to, the Contractor's Internal Revenue Service ("IRS") determination of tax exemption, the most recent IRS Form 990 filing; the most recent audited financial statement (including the auditor's letter to the management), the functional budget for the current fiscal year in the format approved by the Board of Directors, an organizational chart identifying key staff by title, a copy of the most recently-approved Board Minutes, the by-laws of the corporation, a roster of the membership of the Board of Directors and a list of Board committees, the Contractor's current policies and procedures as adopted, and any other organizational documents, whether or not they are specifically required to be maintained pursuant to this contract or applicable laws and regulations. In the course of the CBO review process, MOCS may make recommendations to the Contractor, request the Contractor to take certain remedial actions and/or to implement certain policy changes. Any such recommendations, and the Contractor's responses thereto, will be provided to the Department for its consideration and any appropriate actions under this contract.

Section 11.04 Disclaimer. The technical assistance and training that the Department, in its sole discretion, may provide to Contractor shall not be construed to be a condition precedent to Contractor's obligation to provide the services funded through this Agreement in accordance with the Scope of Work.

ARTICLE XII – APPENDIX A

Section 12.01 Appendix A. The attached Appendix A, “General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services” is incorporated and made a part of this Agreement.

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

CITY OF NEW YORK

CONTRACTOR

By:

By:

Title:

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

Approved as to Form and
Certified as to Legal Authority

Acting Corporation Counsel

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this ____ day of _____ 20 ____, before me personally came _____, to me known and known to me to be _____ of the NEW YORK CITY DEPARTMENT OF [INSERT NAME], the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of _____ County of _____ ss:

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

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____ County of _____ ss:

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

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____ ; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____ County of _____ ss:

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

to me known, who, being by me duly sworn did depose and say that he/she resides at _____

_____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds.

Public Assistance Hiring Commitment Rider for HRA, DHS, and ACS

A. Except as otherwise provided by subsection G below, Contractor agrees as a condition of this Agreement, to hire at least one Public Assistance Recipient ("PA Recipient") for each \$250,000 in value of this Agreement, or to the extent that the Contractor enters into other contracts with the Department of the City, for each \$250,000 of the cumulative value of contracts of the Contractor during the term of this Agreement.

B. Such hiring shall be for full-time employment of at least a minimum of thirty-five (35) hours per week. The rate of pay shall be at least 20% above the federal minimum wage, and the duration of the employment shall be for at least one (1) year. In the event that a replacement of a PA Recipient is made by the Contractor during the one (1) year, such replacement shall not count as an additional employee toward Contractor's hiring requirement set forth herein.

C. Within thirty (30) days of the commencement date of this Agreement ("commencement date") or fifteen (15) days following notice from the Department that a request for an exemption from the provisions of this Rider has been denied, Contractor shall submit, on forms specified by the Department, information and specifications for the position(s) available.

D. The Contractor may at its option request the assistance of the Department in identifying potential employees. In such case, the Department will refer PA Recipients to the Contractor for employment interviews.

E. Contractor shall hire the number of employees agreed upon pursuant to this Section within ninety (90) days of the commencement date or such longer period as may be specified, in writing, by the Department.

F. In the event Contractor fails to hire the required number of PA Recipients within the required time period, or fails to pay and retain such employees pursuant to the above requirements, Contractor shall pay to the Department or the Department may at its option, deduct from monies due or become due to Contractor, the amount of nineteen dollars and eighteen cents (\$19.18) per employee for each calendar day for which such PA Recipient(s) is/are not employed by Contractor as required by this Article. Such amount is hereby fixed and agreed as liquidated damages.

G. Contractor may apply to the Department for exemption from all or part of the requirements of this Article. Any application for an exemption must be made before the expiration of thirty (30) days after the commencement date of this contract, or any subsequent contract as discussed in subsection 1 herein, and shall be in the form specified by the Department. Exemption may be granted upon a showing that the operation of this Section will constitute an extreme hardship, within the sole discretion of the Department; or to any Contractor not employing twenty (20) or more employees at a place of business within the City of New York.

LANGUAGE ASSISTANCE RIDER FOR HRA

Language Assistance Services. The Contractor shall provide free language assistance services to limited English proficient individuals.

A. Service Delivery. When a limited English proficient individual seeks or receives benefits or services from a Department Contractor, the Contractor shall provide promptly language assistance services in all interactions with that individual, whether the interaction is by telephone or in person. The Contractor shall meet its obligation to provide prompt language assistance services by ensuring that limited English proficient individuals do not have to wait unreasonably longer to receive assistance than individuals who do not require language assistance services.

B. Translation. Where an application or form requires completion in English by a limited English proficient individual for submission to a state or federal authority, the Contractor shall provide oral translation of such application or form as well as certification by the limited English proficient individual that the form was translated and completed by an interpreter. The Contractor shall make all reasonable efforts to provide language assistance services in person by bilingual personnel. The Contractor shall screen bilingual personnel and interpreter personnel for their ability to provide language assistance services. The Contractor shall translate all documents into every covered language, as indicated in subsection 2, below. The Contractor shall provide annual training for bilingual personnel and interpreter personnel and ensure that they are providing appropriate language assistance services.

1. Notices. Upon initial contact, whether by telephone or in person, with an individual seeking benefits and/or services offered by the Contractor, the Contractor shall determine the primary language of such individual. If it is determined that such individual's primary language is not English, the Contractor shall inform the individual in his/her primary language of the right to free language assistance services. The Contractor shall post conspicuous signs in every covered language at all of its offices informing limited English proficient individuals of the availability of free language assistance services. The Contractor shall provide in all application and recertification packages a notice advising participants that free language assistance services are available at its offices and where to go if they would like an interpreter. This notice shall appear in all covered languages.

2. Covered Languages. "Covered Languages" shall mean Arabic, Chinese, Haitian Creole, Korean, Russian or Spanish. Nothing in this section shall preclude a Contractor from providing language assistance services beyond those required in this section.

**CONTINUITY OF OPERATIONS PLAN RIDER: TO BE USED FOR THOSE PROGRAMS WHERE
CONTINUATION OF SERVICES IN THE IMMEDIATE AFTERMATH OF AN EMERGENCY IS
ESSENTIAL FOR PUBLIC HEALTH OR SAFETY**

Prior to the commencement of services under this Agreement, Contractor shall submit for the Department's review and approval a written Continuity of Operations Plan (COOP) for its business which indicates its ability to continue the provision of essential services to the Department in the event that a State of Emergency is declared by the Mayor. The vendor should seek guidance from the Department on how to develop a COOP plan. A COOP plan includes, but is not limited to: the identification of an alternate site of business; appointment of alternate personnel for identified essential staff; development of protocols for the safekeeping of vital business records; and, a transportation contingency plan for its employees.

Attachment 12

General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services

RFP TITLE: RHY SERVICES

PIN: 26014RHYRFP

Attachment 12

**GENERAL PROVISIONS GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES**

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APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. “Agency Chief Contracting Officer” or “ACCO” shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. “Agreement” shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. “City” shall mean The City of New York.

D. “City Chief Procurement Officer” or “CCPO” shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. “Commissioner” or “Agency Head” shall mean the head of the Department or his or her duly authorized representative. The term “duly authorized representative” shall include any person or persons acting within the limits of his or her authority.

F. “Comptroller” shall mean the Comptroller of the City of New York.

G. “Contractor” shall mean the entity entering into this Agreement with the Department.

H. “Days” shall mean calendar days unless otherwise specifically noted to mean business days.

I. “Department” or “Agency” shall mean the City agency that has entered into this Agreement.

J. “Law” or “Laws” shall mean the New York City Charter (“Charter”), the New York City Administrative Code (“Admin. Code”), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. “Procurement Policy Board” or “PPB” shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. “PPB Rules” shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York (“RCNY”), § 1-01 et seq.

M. “State” shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

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

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

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

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

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

E. If the Board has more than five (5) members, then Contractor's employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees and members of their immediate families are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

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

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars (\$1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor's total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Section 2.03 Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement

with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty

Thousand Dollars (\$50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars (\$5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars (\$5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars (\$25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;
2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;
3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and
4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

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

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days' written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Section 4.06 Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars (\$100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services (“DLS”); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars (\$100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or

educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.” Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department’s Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department’s Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for

inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

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

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

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

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

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

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

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been

assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

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

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

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

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

F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

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

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

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

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City’s discretion, or if monies

remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

ARTICLE 6 - COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

Section 6.01 Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the

Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that

existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 0001, and shall be "occurrence" based rather than “claims-made.”

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

C. Such Commercial General Liability Insurance shall contain no exclusions for abuse or molestation, including exclusions for such claims arising out of negligent employment, investigation, supervision, reporting or retention.

Section 7.03 Professional Liability Insurance

A. At the Department’s direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall

also maintain such insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.08 Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

1. C-105.2 Certificate of Workers' Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or
5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). In the case where program services are to be offered at a New York City Department of Education (DOE) or a New York City Housing Authority (NYCHA) facility, Contractor will also endorse in the Contractor's general liability policy DOE or NYCHA, as the case may apply, as an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner of the New York City Department of Youth and Community Development, Attn. Assistant Commissioner Contract Agency Finance Department, 156 William Street, New York, New York 10038 and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being

completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

- c. a criminal violation of any state or federal antitrust law;
- d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
- f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared (“Notice to Cure”). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense

incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor (“Force Majeure Event”). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;

2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;

3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;

4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and

5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

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

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

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

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing (“Notice of Dispute”) to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head’s ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head’s decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution

Board (“CDRB”) pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller’s receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings (“OATH”) or his or her designated OATH administrative law judge, who

shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case.

Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the

certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

No claim shall be made by the Contractor against any officer, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. (“ADA”) and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor’s compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan (“Compliance Plan”) which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor’s failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children’s Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

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

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

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

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

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

6. For the purposes of Paragraph A of this Section, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

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

C. Assistance in Completing Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

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

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

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

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. Required Statements. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

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

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

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

4. The Contractor and the Contractor's employees shall not:

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

b. display any political preference or party allegiance;

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

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

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of

the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

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

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Access to Public Health Insurance Coverage Information

A. Participating Agencies. Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. Applicability to Certain Contractors. This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of \$250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services,

or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. Distribution of Public Health Insurance Pamphlet. In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.10 Distribution of Personal Identification Materials

A. Participating Agencies. Pursuant to City Executive Order No. 150 of 2011 ("E.O. 150"), if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box

regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

AFFIRMATION

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

Full name of Proposer or Bidder [below]

Address _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

- B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

- C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By _____

Signature

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

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

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification. The undersigned further represents that general liability policy number _____ contains no exclusions for abuse or molestation, including exclusions for such claims arising out of negligent employment, investigation, supervision, reporting or retention.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this

_____ day of _____, 201_

NOTARY PUBLIC

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

3. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (iii) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (iv) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.

- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

4. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.