



**Department of
Youth & Community
Development**

Jeanne B. Mullgrav
Commissioner

November 30, 2012

ADDENDUM #2

Re: Summer Youth Employment Program (SYEP)
Request for Proposals
PIN: 26013SYEPRFP

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 #2** to the Summer Youth Employment Program (SYEP) Request for Proposals (RFP) PIN 26013SYEPRFP.

ADDENDUM ITEMS

- 1. Cover of the RFP, Page 1:** The deadline for proposals is deleted and replaced with the following:
 - Deadline for Proposals: 2:00 pm, Wednesday, December 19, 2012
- 2. Section I, Timetable, Page 4:** The proposal due date is deleted and replaced with the following:
 - Date: Wednesday, December 19, 2012

A handwritten signature in black ink, appearing to read 'Michael Owh', written over a horizontal line.

Michael Owh
Interim Agency Chief Contracting Officer



**Department of
Youth & Community
Development**

Jeanne B. Mullgrav
Commissioner

November 20, 2012

ADDENDUM #1

Re: Summer Youth Employment Program (SYEP)
Request for Proposals
PIN: 26013SYEPRFP

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 Summer Youth Employment Program (SYEP) Request for Proposals (RFP) PIN 26013SYEPRFP.

I. ADDENDUM ITEM

1. **Section II, Summary of the Request for Proposals, page 12, B, Service Options and Competitions:** The chart on the top of page 12 is amended to include Bronx 4 as a Targeted CD. Bronx 4 has an employment rate that is the same as the last CD selected for inclusion in the Bronx according to the method outlined on page 11 of the RFP.
2. **Section III, Scope of Services, page 17, B, Assumptions Regarding Organizational Capability:** The last bulleted item is deleted and replaced with the following:
 - The contractor would have designated computers that would be accessible to potential participants to complete applications online.
3. **Section III, Scope of Services, page 17, C, DYCD's Assumptions Regarding Contractor and Staff Qualifications and Experience:** The first sentence of the third bulleted item is deleted and replaced with the following:
 - The contractor and key staff would have at least two years of experience within the last five years providing youth development or workforce development services for youth.
4. **Section III, Scope of Services, page 18, D1, Target Population:** The first sentence of the second paragraph is deleted and replaced with the following:

For Service Option 3, vulnerable youth aged 14-24, eligible youth must, in addition to the above, have one or more of the following characteristics: be a court-involved youth (defined on page 10 in footnote 30), a runaway and homeless youth, a foster care youth (defined on page 10 in footnote 31), or a youth in a family that is receiving preventive services through ACS.

5. **Section IV, Format and Content of the Proposal, page 32, A2b, Staff Experience and Qualifications:** The first bulleted item under #2 is deleted and replaced with the following: bulleted item:

- Key staff would have at least two years within the last five years of experience providing youth development or workforce development services for youth.

6. **Section IV, Format and Content of the Proposal, page 36, B1, Proposal Package Contents (Checklist):** The first sentence is deleted and replaced with the following:

The proposal package should include one original hard copy set of the documents listed below and one exact electronic copy of the documents listed below compatible with Adobe Acrobat Reader format (PDF) contained in a compact disk or USB drive.

II. CLARIFICATIONS

1. **Section III, Scope of Services, page 19, D2, Anticipated Annual Levels of Service:** It is anticipated that there will be more than one contract awarded in each service option. Proposers may propose the number of participants to be served subject to the minimum requirements of 100 participants for Service Option 1 and 200 participants for Service Option 2. There are no minimum requirements for Service Options 3 and 4. There are no maximum requirements for any of the four service options.
2. **Section III, Scope of Services, pages 21-22, D4, Participant Services:** For Service Options 1, 2, and 3, the orientation is mandatory and must take place prior to the start of employment. Any participant who does not complete an orientation will not receive a job placement. The orientation may be held in one, two, or more days, at the provider's discretion. However, DYCD does not encourage providers to hold the orientation all in one day. If a participant is unable to attend a scheduled session, the provider may choose to provide a makeup which must also take place prior to the start of employment.
3. **Section III, Scope of Services, page 23, D4, Participant Services:** For Service Option 4, DYCD encourages contractors to develop a variety of job placements outside their own organizations, which are matched to the strengths and interests of individual participants. Contractors would be expected to avoid in-house placements or provide justification for such placements, including specific job descriptions that include the skill-building opportunities and supervision the placements would offer.

III. NOTE

The curriculum currently being used for the educational component of the SYEP program is available on DYCD's website for information purposes only at www.nyc.gov/dycd.



Michael Owh
Interim Agency Chief Contracting Officer



**Department of
Youth & Community
Development**

Jeanne B. Mullgrav
Commissioner

**Summer Youth Employment Program (SYEP)
Request for Proposals (RFP)**

PIN: 26013SYEPRFP

RFP Release Date: October 24, 2012

Deadline for Proposals: 2:00 pm, December 7, 2012

Return To: DYCD Office of Contract Procurement
156 William Street, 2nd Floor
New York, New York 10038

Attention: Michael Owh
Interim Agency Chief Contracting Officer

Pre-Proposal Conference: 10 am and 2 pm
November 15, 2012

Pre-Proposal Conference Location: DYCD
156 William Street
2nd Floor Auditorium
New York, New York 10038

This RFP must be obtained directly from 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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**Summer Youth Employment Program (SYEP)
Request for Proposals (RFP)**

PIN: 26013SYEPRFP

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AUTHORIZED AGENCY CONTACT PERSONS

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

RFP Content & Procedures

Nancy Russell

Project Director
Planning, Research, and Program Development
Department of Youth and Community
Development
156 William Street, 2nd Floor
New York, New York 10038
E-mail: RFPquestions@dycd.nyc.gov
Telephone: (212) 442-5914
Facsimile: (212) 676-8160

Procurement

Michael Owh

Interim Agency Chief Contracting Officer
Office of Contract Procurement
Department of Youth and Community
Development
156 William Street, 2nd Floor
New York, New York 10038
E-mail: RFPquestions@dycd.nyc.gov
Telephone: (212) 442-5980
Facsimile: (212) 442-5997

NOTE ON E-MAIL INQUIRIES: Proposers must enter “SYEP RFP” in the subject line of their email messages. 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:** October 24, 2012

B. Pre-Proposal Conferences:

Date: November 15, 2012
Time: 10 AM and 2 PM
Location: 156 William Street, 2nd Floor Auditorium
New York, NY 10038

Attendance by proposers is optional, but recommended by DYCD.

C. Proposal Due Date and Time and Location:

Date: December 7, 2012
Time: 2:00 p.m.
Location: Hand deliver proposals to:
Office of Contract Procurement
Attention: Michael Owh, Interim Agency Chief Contracting Officer
156 William Street, 2nd Floor, New York, NY 10038

DYCD will not accept emailed or faxed proposals.

Proposals received at this location after the proposal due date and time are late and will not be accepted, except as provided under New York City's Procurement Policy Board Rules, Section 3-03 (f)(5).

DYCD will consider requests made to the Agency Chief Contracting Officer to extend the Proposal Due Date and Time prescribed above. However, unless DYCD issues a written addendum to this RFP to extend 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: April 1, 2013

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Purpose of the RFP

Through this RFP, DYCD is seeking appropriately qualified organizations to administer SYEP. The program will serve youth ages 14-24 throughout New York City (City) by providing opportunities to become familiar with the world of work, gain employment experience, and identify educational pathways that support career and life goals. SYEP participants will work in summer jobs and take part in focused educational activities that integrate life skills, life-long learning, and career planning. Programming will be provided as follows:

Service Option 1	Youth aged 14-15
Service Option 2	Youth aged 16-24
Service Option 3	Vulnerable youth aged 14-24
Service Option 4	Unsubsidized jobs for youth aged 16-24

Background

Impact of the Economy

From 2000-2010 the national employment rate for every age group under 54 has declined. The employment rates for those 30 and under have declined most with teens aged 16-19 especially hard hit. Their employment rate went from 46 percent in 2000 to 27 percent in 2010. There has also been a serious decline in the summer employment rate for teens aged 16-19 which was 45 percent in 2000 and 25.6 percent in 2010. In June-July 2011, the summer teen employment rate averaged 25.4 percent, the lowest since records began in 1948.¹ It was especially low for Black (14 percent) and Hispanic (18 percent) youth. Slightly older youth (20-24) also experienced a sharp decline of 14 percent in the employment rate from June/July 2000 to June/July 2011.

Unemployment in the City is still much higher than before the 2008-2009 recession. Unemployment rose from 4.6 percent in early 2008 to 10.10 percent at the end of 2009² and was 9.3 percent in January 2012.³ Youth aged 16-21 have experienced the greatest gains during recovery, and their unemployment rate is back to where it began before the recession began. However, at 18.8 percent in March 2011, they still had the highest unemployment rate among all age groups. The next highest rate was for workers aged 22-27 at 10.7 percent.⁴

All levels of government are now taking steps to address this crisis in youth employment, ranging from work readiness and occupational training to tax credits for employers.⁵ In New York City, through the Young Men's Initiative (YMI), the Bloomberg administration is investing \$43 million annually in

¹Andrews Sum and Joseph McLaughlin, "The Steep Decline in Teen Summer Employment in the U.S., 2000-2010 and the Summer 2011 Teen Job Market Disaster: Another Bummer Summer," Center for Labor Market Studies, Northeastern University, Boston, Massachusetts, August 2011.

²Ibid.

³Patrick McGeehan, "2 Spins Offered by Latest City Jobs Data," New York Times/Region, March 8, 2012, <http://cityroom.blogs.nytimes.com/2012/03/08/2-spins-offered-by-latest-city-jobs-data>.

⁴Op cit., The State of Working New York City 2011."

⁵See U.S. Department of Labor, "Summer Jobs+," <http://www.dol.gov/summerjobs> and "Governor Cuomo Launches NY Youth Works Program To Address Inner City Jobs Crisis," <http://www.governor.ny.gov/press/1232012JobsCrisis>.

combined public and private funds to support programs and policies to combat the broad disparities slowing the advancement of Black and Latino young men.⁶ DYCD, in collaboration with the Mayor's Fund to Advance New York, raised over \$8.5 million in private funding in 2011 and 2012 to expand the number of slots available in SYEP and compensate for some of the State funding cuts and exhaustion of federal stimulus funds. Corporate partners have included Wal-Mart, Goldman Sachs, JP Morgan Chase, Bloomingdale's CVS Pharmacy, American Airlines, and Verizon, among others.

Sector Employment

Particularly in this economy, youth need guidance to help them develop career plans and entry to growth sectors. DYCD also expects contractors to develop relationships with employers in these fields. While job growth in New York City remains relatively weak, several sectors of the city's economy experienced job growth during the recession and continued to add jobs during recovery. Educational services, health care, and accommodation and food services all increased employment during the recession and showed strong growth in recovery. Retail trade lost 6,400 jobs during the recession but has recovered double those losses, adding 11,600 jobs as of May 2011.⁷ These growth sectors, though generally associated with low-wage jobs, offer excellent opportunities for getting a first job and for career advancement. Science, technology, engineering, and mathematics (STEM) jobs have also experienced growth over the past period (7.9 percent as opposed to 2.6 percent for non-STEM employment from 2000-2010), and are projected to increase by 17 percent from 2008-2018. These jobs, because of high demand and the specialized skills often required, yield higher wages with STEM workers earning 26 percent more than workers in all other fields.⁸

Other sectors, most notably construction and manufacturing, have continued to lose jobs in the post-recession recovery period. Transportation, arts and entertainment, and government services also continue to lose jobs. The areas of finance and insurance and professional services experienced significant job losses during the recession and have experienced only partial recovery. Experience and exploration in sectors currently in decline may be worthwhile, however, as youth need to be prepared for their eventual recovery and future job opportunities.

Benefits of Youth Employment and Work Readiness Training

The Summer Youth Employment Program is a critical resource for youth seeking work and provides an avenue for gaining the competencies that will help them transition to responsible adulthood. The journey from adolescence to adulthood has become far more challenging than in the past. Far fewer opportunities for high school graduates, coupled with a growing demand for post-secondary credentials, and a relative decline in the earnings of many young people have made it far more difficult for emerging adults to gain self-sufficiency.⁹ Young adults working full time have experienced a greater drop in weekly earnings (6 percent) than any other age group over the past four years.¹⁰ A job can help teenagers better develop their identities, obtain increased autonomy, achieve new accomplishments, and become more independent from

⁶See News from the Blue Room, "Mayor Bloomberg Launches Nation's Most Comprehensive Effort To Tackle Disparities Between Young Black and Latino Males and Their Peers," August 4, 2011 and http://www.nyc.gov/html/ceo/downloads/pdf/yml_advisory_board_presentation_012012.pdf.

⁷"The State of Working New York City 2011: Scant Recovery for Workers—Some See Gains but Recession Conditions Persist for Most," A Fiscal Policy Institute Report, July 20, 2011, www.fiscalpolicy.org.

⁸David Langdon, George McKittrick, David Beede, Bethika Khan, and Mark Doms, "STEM: Good Jobs Now and for the Future," Office of the Chief Economist, U.S. Department of Commerce, Economics and Statistics Administration, ESA Issue Brief #03-11, July 2011.

⁹Harvard Graduate School of Education, Pathways to Prosperity Project, "Pathways to Prosperity: Meeting the Challenge of Preparing Young Americans for the 21st Century," February 2011.

¹⁰Pew Research Center—Social and Demographic Trends, "Young, Underemployed and Optimistic: Coming of Age, Slowly, in a Tough Economy," Washington, D.C., February 9, 2012.

their parents.¹¹ Summer employment can help youth gain the skills, attitudes, and habits that will help them be successful in jobs as adults. It provides opportunities to explore career interests and helps youth become familiar with the education and training requirements for different types of jobs. They begin to learn work-related values and begin to create personal networks that can help them build careers.¹²

Summer employment also keeps youth in constructive activities during the summer months. They are exposed to positive adult role models and have less time to engage in risky behaviors. Jobless teens in low-income families and those who live in local labor markets with fewer legitimate job opportunities for teens are most likely to engage in delinquent behavior and become involved with the criminal justice system.¹³

Research has demonstrated that students who work ten hours or less per week during the school year actually do better in school, while those who work 20 hours or more suffer negative consequences such as high stress levels and poor school performance.¹⁴ During the summer, employed youth who attend summer school also need to balance the demands of school and work; but for youth not in school, summer employment allows them to garner all of the benefits of working while not interfering with their school schedules. Teens who have good high school work experiences are more likely to be inspired to stay in school, graduate, and adopt ambitious goals.¹⁵ One recent study, initiated by DYCD, showed that participation in SYEP increased school attendance in the following year with students at greater educational risk demonstrating larger gains. Students aged 16 and older with less than 95 percent attendance before SYEP increased attendance by 2.8 percent in the fall and 3.5 percent in the spring, approximately four additional days of school per year. For these students SYEP also increased the probability of attempting the English Regents by 2.9 percent and of passing by 1.7 percent. For the math Regents, the increase was 1.2 percent for attempting and 1.3 percent for passing.¹⁶

Work Readiness Training. When employers are asked about the entry-level workplace skills they value, they consistently refer to the skills identified by researchers as 21st century skills: critical thinking and problem solving, communication and collaboration, initiative and self direction, creativity, self-management, leadership and responsibility, and work ethic.¹⁷ For youth approaching their first jobs or building upon early work experiences, it is important for them to be aware of the skills desired by employers and receive initial training and coaching on them. SYEP will address these skills through educational workshops to be provided in each service option. DYCD will supply a curriculum that is tailored to the specific needs, interests, and experience of participants. The workshops will be age and developmentally appropriate and address work readiness skills such as interviewing and resume

¹¹“Teenagers and Part-Time Jobs: Benefits, Drawbacks, and Tips,” April 2, 2010, <http://middleearthnj.wordpress.com/2010/04/02/teenagers-and-part-time-jobs-benefits-drawbacks-and-tips>.

¹²Labor Market Information Center, South Dakota Department of Labor, “Advantages to Youth of Having Summer Employment,” <http://www.state.sd.us/dol/lmic/lbartapr07advantagesofsummerjobs.htm>.

¹³Andrew Sum and Ishwar Khatiwada with Sheila Palma, “Vanishing Work Among U.S. Teens 2000-10: What a Difference a Decade Makes! Four Million Missing Workers in June 2010,” Center for Labor Studies, Northeastern University, Boston, Massachusetts, July 2010.

¹⁴Op. cit., “Teenagers and Part-Time Jobs: Benefits, Drawbacks, and Tips.”

¹⁵Op. cit., Harvard Graduate School of Education.

¹⁶Jacob Leos-Urbel, Amy Ellen Schwartz, Meryle Weinstein, and Beth C. Weitzman, “More than a Paycheck? The Impact of Summer Youth Employment on Students’ Educational Engagement and Success,” Institute for Education and Social Policy, New York University, IESP Policy Brief No. 02-12, June 2012.

¹⁷For employer perspectives, see “Are They Really Ready to Work? Employer’s Perspectives on the Basic Knowledge and Applied Skills of New Entrants to the 21st Century U.S. Workforce, The Conference Board, 2006, and “Up to the Challenge: The Role of Career and Technical Education and 21st Century Skills in College and Career Readiness,” © 2010 Association for Career and Technical Education, National Association of State Directors of Career Technical Education Consortium, and Partnership for 21st Century Skills. For research studies on 21st century skills, see “Framework for 21st Century Learning,” Partnership for 21st Century Skills, March 2011 and “Education for Life and Work: Developing Transferable Knowledge and Skills in the 21st Century,” Report Brief, The National Academies, July 2012.

preparation; core competencies such as interpersonal, communication, leadership, and decision-making skills; and topics such as financial literacy, health issues, and career exploration. The education workshops will not only support youth during SYEP, but will strengthen skills that will enable them to succeed in their future adult careers.

Younger Teens (Service Option 1)

The Summer Youth Employment Program may be especially critical for meeting the needs of younger teens. In all likelihood, SYEP will be their first encounter with the world of work. The ability of younger teens to obtain summer employment has deteriorated considerably, especially since the summer of 2006.¹⁸ Employers complain that younger teens, in particular, do not have the skills such as oral and written communication, critical thinking, and professionalism that are needed to succeed in the workplace. Employers are reluctant to work with this age group and may accept only a very small proportion of placements for young teens.¹⁹

At the same time, teen employment is path dependent; the more a teen works this year, the more he or she will work the next year. Research also shows that cumulative work experience in the teen years has positive impacts on employment, hourly wages, and earnings of young adults in the early to mid-20s.²⁰

Separate programming through Service Option 1 will respond to the developmental needs of younger teens. Appropriate placements with opportunities to learn and practice new skills will set them on the path to success as working adults.

Older Teens (Service Option 2)

Service Option 2 (youth aged 16-24) follows the current model for SYEP services, combining subsidized work experience with education, which will now take place before the beginning of employment. It will respond more specifically to the needs of older teens by focusing on the employment portion of the program. Job placements will reflect the experiences and interests of participants.

Vulnerable Youth (Service Option 3)

Service Option 3 specifically addresses the needs of vulnerable youth. For the purposes of this RFP, vulnerable youth are defined as homeless and runaway youth, court-involved youth, youth in or aging out of foster care, and youth in families who are receiving preventive services through ACS. Although they will not be served separately by age as are the youth in Service Options 1 and 2, programming will be tailored to the specific developmental levels, skills, and interests of participants. Option 3 providers will be specialists who will provide the individualized supports that will enable vulnerable youth participants to succeed.

Vulnerable youth may face extraordinary challenges in the areas of mental health, education, employment, and finances. Homeless youth, faced with the high cost of housing in the City coupled with the low wages that they can earn as unskilled workers, find self-sufficiency a daunting challenge that may

¹⁸Ibid.

¹⁹DYCD focus group on SYEP, January 31, 2012.

²⁰Andrew Sum and Ishwar Khatiwada with Sheila Palma, "Vanishing Work Among U.S. Teens 2000-10: What a Difference a Decade Makes! Four Million Missing Workers in June 2010," Center for Labor Studies, Northeastern University, Boston, Massachusetts, July 2010.

cause them to turn to illegal street activities for survival. Those who struggle to find and maintain jobs lack basic resources such as access to hygiene, interview clothing, and clothing storage.²¹

Youth who have been involved with the justice system may suffer from mental health problems such as drug dependency, post-traumatic stress disorder, and depression; the stigma of being a delinquent; and peer pressure from gang members and former associates who attempt to lure them back into the gang culture. Youth may want to “go straight,” but because they live in families and neighborhoods that influence behavior toward violence or gang culture, they remain conflicted between trying to do well in conventional society and street life.²²

Youth who have left foster care are more likely to not have finished high school, be unemployed, and be dependent on public assistance.²³ The employment rate for youth transitioning from foster care is lower than for the overall population. The Midwest Evaluation of the Adult Functioning of Foyer Foster Youth (Midwest Study) has been tracking a sample of young people from Iowa, Wisconsin, and Illinois as they transition out of foster care. Researchers found that at age 24 only 48 percent of all foster youth are working compared to 75 percent in the overall population.²⁴ While there is no official data for New York City, foster care workers estimate that approximately half of foster youth find jobs when leaving care and those who do find jobs struggle to keep them.²⁵

Vulnerable youth have strong survival and self-advocacy skills as a result of the many challenges they have faced. These characteristics can become unique strengths when youth become engaged with workforce development and supportive services.²⁶ Vulnerable youth who participate in youth development and youth leadership experiences are more likely to do well in school, be involved in their communities, and transition successfully through adolescence to adulthood. Employment and work-related activities can help youth to validate their self-worth, as well as to explore their abilities and interests.

Unsubsidized Jobs for Older Teens (Service Option 4)

Service Option 4 expands the pilot program NYC Ladders for Leaders, currently managed by DYCD. This option will increase the number of available jobs by connecting older and experienced youth with employer-paid opportunities. By incorporating the Ladders for Leaders program into SYEP, DYCD intends to transfer this important program model to its CBO partners who can capitalize on their existing relationships with employers citywide and in their communities. Option 4 is a natural progression for youth who have prior experience with SYEP or other entry-level jobs. They have the work skills and education to interview and compete for unsubsidized jobs but are not yet positioned to secure those jobs on their own. The program will help youth transition to the professional world of work by giving them opportunities to test out their job-seeking skills, make connections, and take part in more varied work experiences that will provide insight into long-term career choices.

²¹The New York City Association of Homeless and Street-Involved Youth Organizations and Empire State Coalition of Youth and Family Services, “State of the City’s Homeless Youth Report 2009, copyright 2010.

²²Chad Posick, Russell Wolff, and Jack McDevitt, Northeastern University, and Marc Germain and James Stark, Executive Office of Public Safety and Security, Office of Grants and Research, “Preparing At-risk and Gang-involved Youth for the Workforce: An Analysis of Promising Programmatic Strategies from Local and National Youth Employment Programs,” Northeastern University Institute on Race and Justice, November 2010.

²³National Collaborative on Workforce and Disability for Youth (NCWD/Youth). “Supporting Foster Youth to Active Employment and Economic Self-Sufficiency,” n.d.

²⁴Tom Hilliard, “Fostering Careers,” Center for an Urban Future, New York, September 2011.

²⁵Ibid.

²⁶Op. cit., The New York City Association of Homeless and Street-Involved Youth Organizations.

Youth with Disabilities (All Service Options)

DYCD encourages the inclusion of youth with disabilities (cognitive, emotional, and physical) in all service options. Research indicates that to succeed in life and work, all youth, including youth with disabilities, need to develop competence and confidence and obtain real-world experiences.²⁷ Youth with disabilities benefit from workforce development programs through hands-on exposure to the world of work through paid and unpaid internships and work experience, access to jobs skills training, opportunities to develop social, civic, and leadership skills, improved prospects for career advancement, and development of a support network that can assist in finding and keeping jobs.²⁸ Further, programs that help young people make a successful transition from school to work are more effective when targeting teenagers and young adults than those initiated at later stages, when an individual’s expectations about disability and dependence are more entrenched.²⁹

B. Service Options and Competitions

The service options in this RFP will be as follows:

Service Option 1	Youth aged 14-15	Five borough competitions
Service Option 2	Youth aged 16-24	Five borough competitions
Service Option 3	Vulnerable youth aged 14-24	One citywide competition
Service Option 4	Unsubsidized jobs for youth aged 16-24	One citywide competition

Service Option 1 will respond to the developmental needs of younger teens through a greater focus on education and work readiness training. Education activities will take place throughout the summer. Work experiences also would be tailored to this age group and may include community service projects, service learning projects, and placements with local organizations such as community centers or nursing homes as well as with private employers.

Service Option 2 will provide employment experience for older youth, complemented by educational programming which will take place before the beginning of job placement.

Service Option 3 will expand job placements for vulnerable youth by increasing the number of slots from 400 to 1000. For the purposes of this RFP, vulnerable youth include court-involved youth,³⁰ runaway and homeless youth, foster care youth,³¹ and youth in families who are receiving preventive services through the Administration for Children’s Services (ACS).

Service Option 4 will maximize the number of available job placements for City youth by increasing slots through inclusion of employer-paid positions. Participants must be in high school or college and must have prior work experience. They will be selected through a competitive process. Option 4 participants would receive intensive work readiness training before being sent on interviews with employers. Providers would create partnerships with employers for job development and supervision. Youth would

²⁷Cornell University ILR School, Office of Disability Employment Policy, “Workforce Intermediaries: Strategic Connections for Youth with Disabilities,” GLADNET Collection Paper 399, 2005, <http://digitalcommons.ilr.cornell.edu/gladnetcollect/399>.

²⁸Op cit., Cornell University ILR School.

²⁹Mathematica Policy Research, “Youth Transition Demonstration: Helping Youth with Disabilities Enter the Workforce,” 2012, <http://www.mathematica-mpr.com/disability/ytd.asp>.

³⁰For the purposes of this RFP, court-involved youth are youth who (i) have been arrested and have been given alternatives to detention or incarceration, including probation, or (ii) are returning or have returned to their communities from New York State placements or detention in Department of Juvenile Justice facilities.

³¹For the purposes of this RFP, foster care youth are youth who (i) are in foster care or (ii) have aged out of foster care.

not be enrolled through the lottery but would be recruited directly by the contractors, using set criteria as defined below in Section IIID1.

For Service Options 1, 2, and 3, the duration of work assignments will be six weeks; for Service Option 4 job placements will be for a minimum of six weeks. Detailed program descriptions for each service option are outlined below.

Competitions

There are twelve competitions in this RFP. Service Option 1 (youth aged 14-15) and Service Option 2 (youth aged 16-24) are borough-based, each having separate competitions for the Bronx, Brooklyn, Manhattan, Queens, and Staten Island. Service Option 3 is citywide for programs that will serve vulnerable youth aged 14-24 (court-involved youth, runaway and homeless youth, foster care youth, and youth in families receiving preventive services through ACS). Although DYCD anticipates that vulnerable youth would be served throughout the SYEP system, programs in this competition would provide services that specifically address their distinct needs. Addressing these needs will take place outside the work site placement. The goal is to place these youth into mainstream work sites and strengthen their ability to compete in the open labor market. Service Option 4 is citywide for programs that will prepare youth aged 16-24 to compete for unsubsidized jobs.

Proposers may submit proposals in more than one competition; however, a separate and complete proposal must be submitted for each competition proposed. In borough competitions, the service area may be the entire borough or one or more neighborhoods within a particular borough. While the *competitions* for Service Options 3 and 4 are citywide, proposers may define the *service area* in which they would provide services. It could be, for example, one or more boroughs, community districts, or neighborhoods. In the case that a proposer is eligible for award in more than one competition, DYCD reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interests of the City, for how many and which competition(s) the proposer will be awarded a contract.

DYCD encourages contractors to locate programs and conduct outreach to youth in neighborhoods of higher unemployment within each borough. To identify those neighborhoods, DYCD ranked the Public Use Microdata Areas (PUMAs) in each borough according to their respective unemployment rates.³² The Community Districts (CDs) corresponding to the PUMAs that ranked among the top one-half in each borough were designated "areas of higher unemployment." They are listed in the table below.

³²Public Use Microdata Areas (PUMAs) are approximately coterminous with NYC community districts (CDs). In four cases, two CDS make up one PUMA: Bronx CDs 1 and 2, Bronx CDs 3 and 6, Manhattan CDs 1 and 2, and Manhattan CDs 4 and 5. For this analysis, DYCD used unemployment data for persons aged 16 and older, provided by the NYC Department of City Planning from the American Community Survey, ACS Three-Year Averages, 2008-2010.

Borough	Targeted CDs
Bronx	1, 2, 3, 5, 6, 7, 12
Brooklyn	3, 5, 7, 8, 9, 13, 14, 16, 17
Manhattan	3, 4, 5, 10, 11, 12
Queens	1, 7, 8, 9, 10, 12, 14
Staten Island	1, 2

C. Anticipated Contract Term

It is anticipated that the term of the contracts awarded from this RFP will be three years, from April 1, 2013 to March 31, 2016, with an option for DYCD to renew for up to three additional years.

D. Funding, Allocation, and Price per Participant

Annual funding for SYEP is currently anticipated to be \$7,800,000 for 23,307 slots.³³ The annual funding for Service Options 1 and 2 will total \$7,120,000, of which 30 percent or \$2,136,000 will be allocated to Service Option 1 and 70 percent or \$4,984,000 will be allocated to Service Option 2. This funding allocation reflects the historic service levels for younger and older youth in SYEP. The annual funding will be \$400,000 for Service Option 3 and \$280,000 for Service Option 4.

Funding amounts do not include participant wages which are paid separately through a payroll vendor of DYCD for Service Options 1, 2, and 3 and by employers for Service Option 4.

DYCD reserves the right to determine, based upon a proposer's demonstrated organizational capability and the best interests of the City, how many slots the proposer will be awarded.

The price per participant is listed below under the heading for each service option. DYCD will consider a higher price per participant for programs serving youth with physical or mental health challenges, including emotional, behavioral, and cognitive impairments in all service options. Proposers would justify their proposed price per participant based on factors such as:

- Clinical assessments of the disabilities affecting the youth to be served
- Demonstrated need for specialist services or resources
- Distinctive features/modifications in the program design necessitated by the inclusion of youth with specified disabilities
- Anticipated number and percentage of participants with disabilities who will be served. The proposer's experience as a specialist provider of services to youth with specified disabilities

³³Additional slots are separately funded through DYCD's Out-of-School and In-School Youth programs, which are supported by the federal Workforce Investment Act, and through private fundraising efforts, which are underway. In 2012, WIA funds supported an additional 2,200 slots, and private fundraising supported approximately 1,700 additional slots.

The higher price per participant would apply only to participants with disabilities. Proposers would indicate the cost breakdown between youth with and without disabilities in the Proposal Summary Form (Attachment 1). Depending on enrollment, the proposed number of youth with disabilities to be served cannot be guaranteed. Any contract awarded that reflects a higher price per participant will be subject to prior and continuing review by DYCD to ensure that services provided justify the higher price. In particular, DYCD will monitor the presence of distinctive program features or modifications referred to by the contractor to justify the higher price per participant for youth with disabilities.

Borough Allocations

For Service Options 1 and 2, the total funding for each service option will be further divided and allocated to each borough. The percentage of funding allocated to each borough will be equally weighted by the number of youth and the number of low income youth³⁴ in each borough, relative to the City as a whole. This method will apply to youth ages 14-15 for Service Option 1 and to youth ages 16-24 for Service Option 2.

**Service Option 1: Youth Aged 14-15
Price per Participant: \$325**

Borough	Percent of Service Option 1 Funding	Borough Allocation	No. of Slots
Bronx	25.67%	\$ 548,256	1,687
Brooklyn	33.51%	\$ 715,702	2,202
Manhattan	13.46%	\$ 287,477	884
Queens	22.85%	\$ 488,027	1,502
Staten Island	4.52%	\$ 96,538	297
All Boroughs	100.01%*	\$2,136,000	6,572

*New York City totals exceed 100% due to rounding.

**Service Option 2: Youth Aged 16-24
Price per Participant: \$325**

Borough	Percent of Service Option 2 Funding	Borough Allocation	No. of Slots
Bronx	21.55%	\$1,074,052	3,305
Brooklyn	33.05%	\$1,647,212	5,068
Manhattan	18.80%	\$ 936,992	2,883
Queens	22.21%	\$1,106,946	3,406
Staten Island	4.39%	\$ 218,798	673
All Boroughs	100.00%	\$4,984,000	15,335

³⁴In this document, the term “low-income youth” refers to youth residing in households with incomes below the federal poverty guidelines, which can be found at <http://aspe.hhs.gov/poverty/figures-fed-reg.shtml>.

Service Option 3: Vulnerable Youth
Price per Participant: \$400

Service Option 3 Funding	No. of Slots
\$400,000	1,000

Service Option 4: Unsubsidized Jobs for Youth Aged 16-24
Price per Participant: \$700

Service Option 4 Funding	No. of Slots
\$280,000	400

E. Anticipated Payment Structure

It is anticipated that the payment structure of the contracts awarded from this RFP will be based on 100 percent line-item budget reimbursement.

F. Subcontracting

- Contractors have the option to subcontract program activities to other organizations if all requirements of the RFP are met and the amount budgeted for subcontracts does not exceed 30 percent of the total proposed budget.
- A selected contractor shall not enter into any subcontract for the performance of its obligations without the prior written approval of DYCD.

G. Regulatory Requirements

Non-discrimination

The contractor shall provide services to all persons regardless of actual or perceived race, color, creed, national origin, alien 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.

Personnel Investigation/Arrest Notification

The contractor must undertake appropriate background checks of all staff paid under any DYCD program. Such checks will include verification of prior employment and references through direct contact by the contractor with former employers. The contractor will be required to provide rosters of all staff in the program, whether funded directly by DYCD or otherwise, and to verify the actual existence of claimed staff through an inspection by DYCD. Upon receipt of an award, the contractor

shall comply with all federal, State, and City regulations with respect to investigation for criminal conviction histories of program staff members (proposed or currently employed), including volunteers, including the requirement that all such persons in programs serving youth under the age of 21 be fingerprinted. Such regulations, policies, and procedures shall also determine whether individuals with criminal conviction histories may continue their employment in the program. In addition, the contractor shall report to DYCD any conviction or subsequent arrest of any staff member (paid or volunteer) of which it becomes aware.

Free and Unconditional Participation

Contractor shall not charge, impose, or request, nor allow any work site or third party to charge, impose, or request, any fee, payment, or condition of any kind with respect to the application or employment of any participant.

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.

Human Services Standard Contract

For informational purposes, the Human Services Standard Contract and General Provisions Governing Contracts are reproduced in the RFP as Appendix A and Appendix B, respectively.

SECTION III - SCOPE OF SERVICES

A. Goals and Objectives

The goals and objectives of SYEP are:

- To provide a valuable work experience at job sites that are safe and well supervised
- To assist youth in identifying their career interests through exposure to different industries, occupations, educational pathways, and the requirements for success in each of them
- To enable youth to acquire good work habits and develop employment-related skills
- To facilitate the long-term employment and self-sufficiency of youth
- To enable youth to develop a greater understanding of higher education and career options available to them
- To enable youth to develop financial literacy and other competencies that will prepare them to succeed in their transition to adulthood

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 fulfill its fiduciary responsibility and remain free of conflicts of interest and exercise active oversight of:
 - program management, including regular reviews of executive performance, compensation, audits, and financial controls, and
 - program operations and outcomes.
- The contractor would have the capacity to successfully integrate the proposed program into its overall operations.
- The contractor would engage in successful joint efforts with other organizations providing employment services or other related services to the target population.
- The contractor's internal monitoring system would be effectively used to identify personnel and fiscal issues and provide corrective action procedures
- The contractor would have a continuous quality improvement process that includes quality assurance measures for all aspects of the program.
- The contractor would have the capacity to ensure that all staff members (including volunteers) properly fulfill their respective roles in the program.
- The contractor would have effective procedures for the selection, orientation, training, and professional development of all front-line staff.
- The contractor would have an effective computerized system for data collection and management that meets the following specifications:

- Microsoft Internet Explorer 7 or greater, Mozilla Firefox 3.5 or greater, Safari, or Google Chrome is required.
 - A minimum connection speed of 512 kb/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 ensure that program staff members have access to computers and the Internet.
 - The contractor would have designated computers that would be accessible to participants to complete applications online.

C. Assumptions Regarding Contractor and Staff Qualifications and Experience

- The contractor would have successful experience in program administration, maintenance and reporting of time records and payroll information.
- The contractor would have the technological capacity to operate the web-based SYEP database. DYCD and the SYEP payroll vendor would provide software and training for the database. It is anticipated that this system will require a personal computer with a standard operating system and reliable Internet and email access.
- The contractor and key staff would have at least two years of experience providing youth development or workforce development services for youth. The contractor and key staff would also have experience in providing youth with support services or referrals to other organizations that provide such services, to ensure that youth are able to successfully participate in SYEP.

For contractors serving vulnerable youth through Service Option 3, the contractor and key staff would, in addition, have experience providing services that prepare vulnerable youth for mainstream employment.

For contractors providing Service Option 4, staff would, in addition, have experience and the requisite relationships with employers to develop jobs in both the private and public sectors.

- The contractor would ensure that all paid staff, as well as any volunteers, are qualified and appropriately trained in areas such as youth development and employment. In addition, all staff members would participate in training to increase their capacity to effectively serve SYEP participants in a manner that incorporates DYCD's core competencies for youth workers. These competencies are posted on the agency's website at www.dycd.nyc.gov. Contractors would also ensure that program staff members attend training sessions offered by DYCD.
- The contractor's staff, including volunteers, would be culturally competent and would provide services in a manner that is sensitive to participants' cultural heritages and traditions, life experiences, sexual orientations, and gender identities.

D. Assumptions Regarding Program Approach

All programs would build on youths' strengths, foster their resiliency while providing them support, and promote healthy youth development. Service options will accommodate diversity in age, work experience, and past participation in SYEP, so that participants can meaningfully add to their employment and educational experiences and further advance toward achieving their personal goals.

In keeping with effective youth development practices,³⁵ programs would:

1. Offer activities that are age and stage appropriate
2. Create an environment that engages the interests of youth
3. Individualize services to youth
4. Assure that youth benefit from ongoing support and relationships with caring adults. DYCD encourages providers to recruit age-appropriate mentors and organize group mentoring activities with their participants.
5. Incorporate opportunities for youth to interact with peers
6. Include active and self-directed learning
7. Provide access to long-term support and developmental activities
8. Foster partnerships with schools and universities to promote engagement in educational and career ladders

In addition, programs would address the following:

1. Target Population

The population to be served by SYEP is youth who:

- are residents of New York City aged 14 through 24;
- are permitted to work and have valid working documents; and
- have parental or guardian permission (if under 18 years of age) and meet any other eligibility requirements mandated by current or future funding sources. (For example, federal funds allocated to the program may require that a certain percentage of participants reside in low-income households.)

For Service Option 3, vulnerable youth aged 14-24, eligible youth must, in addition to the above, have one or more of the following characteristics: be a court-involved youth (defined on page 5 in footnote 1), a runaway and homeless youth, a foster care youth (defined on page 5 in footnote 2), or a youth in a family that is receiving preventive services through ACS.

For Service Option 4, unsubsidized jobs for youth aged 16-24, eligible youth must, in addition to the above, have work experience and work skills that would enable them to interview and compete for jobs. Participants must be currently enrolled in high school or college.

Contractors are to serve youth who reside in the proposed borough and are encouraged to enroll youth with disabilities. (See Section IID above regarding the price per participant for youth with disabilities.)

³⁵ Zuckerman, Alan, *The More Things Change, The More They Stay the Same: The Evolution and Devolution of Youth Employment Programs*, National Youth Employment Coalition, in Youth Development: Issues, Challenges, and Directions, Public/Private Ventures, 2000.

2. Anticipated Annual Levels of Service

Service Options 1 and 2: For Service Option 1 the minimum number of participants will be 100 per contract and for Service Option 2 the minimum number of participants will be 200 per contract. There are no maximum service levels; however the proposer must demonstrate its capacity to implement the proposed program with fidelity and establish adequate intake sites within the borough. Contractors will be assigned participants through the SYEP lottery.

Service Option 3: In total, up to 1000 youth will be served in this competition. There is no minimum or maximum number of participants per contract. Given the special barriers to employment faced by vulnerable youth and program content designed to address their distinct needs, DYCD anticipates reduced program service levels for contracts awarded under this competition. Proposers may design programs to serve youth from one category of vulnerable youth, for example, court-involved youth, or from multiple categories. Contractors will be responsible for conducting outreach and recruitment of vulnerable youth.

Service Option 4: In total, up to 400 youth will be served in this competition. There is no minimum or maximum number of participants per contract. The proposer must demonstrate its capacity to develop a range of employment opportunities for each participant that fit the participant's qualifications and interests.

3. Program Facilities

There are four types of SYEP facilities: 1. application intake facility, the contractor site where SYEP applications are accepted; 2. program administration facility, the contractor site where SYEP administrative staff are located; 3. educational facility, the contractor site where the educational activities of SYEP are delivered; and 4. work site facility, the site where the participant is employed. These facilities may occupy the same or different sites, but the following conditions would apply:

- The application intake facility and the program administration facility would be located in the area that the contractor is proposing to serve. Intake functions could take place in a satellite office in a location such as a library, religious institution, or CBO.
- The application intake facility, program administration facility, and educational facility(ies) would be appropriate in size and design to adequately accommodate the SYEP staff, participants, and services they are intended to house.
- All facilities would be near public transportation.³⁶ They would also be easily accessible for people with disabilities and would meet all requirements of the Americans with Disabilities Act (ADA). If they do not, DYCD-approved alternative measures must be in place to make activities accessible to staff and program participants with disabilities, *e.g.* access to other suitable space.
- All facilities would meet applicable safety standards.

4. Participant Services

The contractor would deliver participant services as specified below:

³⁶ For out-of-city programs, work site and educational facilities are not required to be near public transportation. In that case, contractors would arrange safe, convenient, and free transportation for participants to and from those facilities.

Participant Assessment and Evaluation

DYCD will provide a standardized assessment tool to assist the contractor in addressing the specific interests, strengths, and needs of each participant and making appropriate placements. DYCD encourages program designs that incorporate job placements which expose participants to occupations with growth potential. Information on occupations predicted for growth is attached as an appendix.

The contractor would complete the assessment with each participant and record information about educational attainment, prior work experience, interests, skills, and career goals. The contractor would then place each participant in a job setting that matches these needs and interests and monitor the participant throughout the program accordingly. The participant would also be given the opportunity throughout the program to provide feedback on the value and appropriateness of the job placement. Contractors would also instruct employers to complete evaluations of participants in the second and final weeks of the program, using evaluation forms supplied by DYCD.

Program Elements

Program elements for each service option are outlined below.

Service Option 1: Youth Aged 14-15 will include the following elements:

- Eligible participants will be aged 14-15 and selected by lottery.
- Contractors will develop appropriate work experiences for 14-15 year olds. Work assignments will be structured to cultivate an ethic of service and develop core competencies such as interpersonal, communication, and decision-making skills. Providers may elect to provide work experience for their participants by having them participate in community service³⁷ or service learning projects.³⁸ Providing community service or service learning experience, however, is not mandatory. Providers may instead develop any age-appropriate work placement, such as work in a nursing home, community center, or with an employer in the private sector.

Placement in summer camps: The New York State Department of Health Sanitary Code regulations require that summer day camp counselors must be age 16 or older. A narrow exception allows 15-year-olds to work as Counselors in Training (CITs). However, only ten percent of the total number of required counselors in the ratio of counselors to campers may be CITs. CITs may not independently supervise campers and must be supervised as campers themselves. Other restrictions and requirements also apply to CITs.³⁹ See 10 CRR-NY 7-2.5 (b) and 10 CRR-NY 7-2.5 (k).

³⁷Community service projects could be initiated by the contractor or be existing projects or campaigns such as Million TreesNYC. Work assignments would highlight beautification projects that benefit the community such as murals, park upkeep, gardening, and residential maintenance.

³⁸Service learning is a particular strategy that integrates community service with instruction and reflection in which young people use what they learn in the classroom to solve real-life problems. An example of a service learning project is collecting trash from an urban streambed, identifying its source, and then sharing findings with community residents. See National Service-Learning Clearinghouse, "What Is Service Learning?" <http://servicelearning.org/what-service-learning>.

³⁹ For example, CIT duties must be described in written plans, and CITs must receive training and have two years' prior experience as campers. See 10 CRR-NY 7-2.5(k).

Youth aged 14 and 15 may, however, work at summer day camps in capacities that do not directly involve children, such as maintenance and grounds keeping, provided camps comply with applicable health and safety regulations. See www.health.ny.gov/regulations/nycrr/title_10/.

Placement in day care centers: The School-Age Child Care (SACC) guidelines require that all day care staff must be aged 16 or older, regardless of the capacity in which they work. See ocfs.ny.gov/main/childcare/policies/default.asp.

- Program hours will include 15 hours of paid work experience and 5 hours of paid education weekly for six continuous weeks in July and August. Program services may take place on any day of the week, including weekends. There is no set schedule for when employment or educational services must take place during the day; rather, contractors would choose a schedule that accommodates the needs of employers and participants.⁴⁰ This flexibility in meeting the SYEP hours enables contractors to enroll youth who must attend summer school.
- Each participant must attend an eight-hour unpaid orientation, which make take place in two sessions on two separate days, in order to be considered for a work placement. The orientation will take place prior to the start of work activities and will include an overview of the program and work assignments, financial literacy, and information about workplace health and safety and labor laws for youth. The orientation will be entirely for the benefit of participants, and participants will not complete employment related work during this session. Providers will ensure that participants understand that they will receive no compensation for attending the orientation and that it is a prerequisite for employment.
- Participants will attend four hours of workshops weekly throughout the summer, based on a curriculum supplied by DYCD. Topics will include values and life goals, teamwork and conflict resolution work readiness and workplace etiquette, time management, education and career exploration, and applying and interviewing for a job. Providers are expected to cover the topics in the curriculum, but may adapt the content to the specific needs and interests of the particular population served. Youth will also take part in one-hour weekly reflections to allow for discussion of work experiences and processing or mediating concerns and conflicts. Participants will be paid for the weekly workshops and reflections.
- Participants will be organized into cohorts of no more than 40 and will participate in all work and education activities in the same groups throughout the summer. A contractor would organize multiple cohorts to accommodate all program participants.
- Participants will be paid the minimum wage for up to 20 hours weekly, including the hours of education activities. Participants will not be paid for the orientation.

Service Option 2: Youth Aged 16-24 will include the following elements:

- Eligible participants will be aged 16-24 and selected by lottery.

⁴⁰Work schedules, however, must comply with New York State law governing the hours that minors may work. See New York State Department of Labor, Labor Standards at <http://www.labor.ny.gov/workerprotection/laborstandards/workprot/minors.shtm>.

- Each participant must complete an eight-hour unpaid orientation, which may take place in two sessions on two separate days, in order to be considered for a work placement. The orientation will take place before the start of employment. Workshop topics will be based on a curriculum supplied by DYCD and would include work readiness and financial literacy and may also include career exploration, health education, and preparing for higher education. Providers are expected to cover the topics in the curriculum, but may adapt the content to the specific needs and interests of the particular population served. The orientation will be entirely for the benefit of participants, and participants will not complete employment related work during the orientation. The provider will ensure that participants understand that they will receive no compensation for attending the orientation and that it is a prerequisite for employment.
- Providers will administer a survey to participants during the final week of the program to elicit their feedback on their program experiences. Compensation for work will not be tied to completion of the survey.
- Program hours will include up to 25 hours of paid work experience weekly, for six continuous weeks in July and August.
- Programming (both education and work) may take place on any day of the week, including weekends. There is no set schedule for when employment or educational services must take place during the day; rather, contractors would choose a schedule that accommodates the needs of employers and participants. (See footnote 40.) This flexibility in meeting the SYEP hours enables contractors to enroll youth who must attend summer school.
- Contractors will develop a variety of placements appropriate for 16-24 year olds in the nonprofit, public, and private sectors. DYCD will review and approve each potential work site.
- Participants will be paid the minimum wage for up to 25 hours weekly.

Service Option 3: Vulnerable youth aged 14-24 will include the following elements:

- Eligible participants will be aged 14-24 and identified in one of the following special populations: court-involved youth; youth in foster care, runaway and homeless youth, and youth in families who are receiving preventive services through ACS. Participants will be recruited directly by the contractor and selected by lottery.
- Contractors will develop a variety of placements appropriate for youth aged 14-24 who have little or no work experience and face significant barriers to employment because of their status. DYCD will review and approve each potential work site.
- Each participant must complete an eight-hour unpaid orientation, which may take place in two sessions on two separate days, in order to be considered for a work placement. The orientation will take place before the start of employment. Workshop topics will be based on a curriculum supplied by DYCD and would include work readiness, and financial literacy and may include career exploration, health education, and preparing for higher education. Providers are expected to cover the topics in the curriculum, but may adapt the content to the specific needs and interests of the particular population served. The orientation will be entirely for the benefit of participants, and participants will not complete employment related

work during the orientation. The provider will ensure that participants understand that they will receive no compensation for attending the orientation.

- Providers will administer a survey to participants during the final week of the program to elicit their feedback on their program experiences. Compensation for work will not be tied to completion of the survey.
- Program hours will include up to 25 hours of paid work experience weekly, for six continuous weeks in July and August.
- Contractors would be encouraged to meet with youth at least weekly to provide mentoring, counseling, and educational support. They would provide or refer participants to other organizations for support services such as mental health, substance abuse treatment, housing, and other social services, as needed.
- Programming (both education and work) may take place on any day of the week, including weekends. There is no set schedule for when employment or educational services must take place during the day; rather, contractors would choose a schedule that accommodates the needs of employers and participants. (See footnote 40.) This flexibility in meeting the SYEP hours enables contractors to enroll youth who must attend summer school.
- Participants will be paid the minimum wage for up to 25 hours weekly.

Service Option 4: Unsubsidized jobs for youth aged 16-24 will include the following elements:

- Eligible participants will be aged 16-24, be enrolled in high school or college, and have prior work experience. Participants will be recruited directly by the contractor.
- Contractors must develop a range of unsubsidized employment opportunities tailored to the various interests, skills, and needs of enrolled youth. A number of interview options must be offered to each participant. For students currently attending post-secondary education, the focus would be on professional internships and career exploration. Older youth will benefit from opportunities that may lead to permanent placements.
- Contractors will develop unsubsidized placements or raise funds from non-City entities to pay for subsidized wages. Contractors will propose the number of slots they will develop. DYCD will approve work sites and reserve the right to monitor placements.
- Participants may begin services April 1 and must attend 30 hours of unpaid pre-employment workshops at the contractor's discretion any time during the months of April, May, and June. However, all pre-employment workshops would take place before participants begin job interviews, for which sufficient time must be allowed. At the end of the pre-employment training, each participant must have a professional resume which will be referred to hiring employers and be prepared to interview for available positions. Workshops will be based on a DYCD curriculum and will include the following topics: getting the job (resume writing, interviewing skills, mock interviews), workplace culture (communication, conflict resolution and team building, etiquette and attire), financial literacy (budgeting, handling credit and debt, investment and savings), career and higher education exploration (interest assessment, career pathways, college choice, college applications and financial aid). Topics focusing on health and wellness may also be covered during the pre-employment period. Providers are

expected to cover the topics in the curriculum, but may adapt the content to the specific needs and interests of the particular population served. The workshops will be entirely for the benefit of participants, and participants will not complete employment related work during the workshops. Providers will ensure that participants understand that they will not receive any compensation for attending the workshops. Participants who complete the workshops will not be guaranteed employment.

- Youth who have completed training will be referred for interviews with employers from May until July. Throughout training, contractors will evaluate and document participant interests, needs, and qualifications to ensure appropriate interview referrals. During the interview phase and throughout the job placement, contractors would support participants with employment counseling.
- Program hours will include a minimum of 25 hours of paid work experience weekly, for six continuous weeks in July and August.
- Providers are expected to hold two reflection meetings with participants, one during the third week of employment and one during the sixth week of employment. Reflection meetings must be voluntary, must take place outside of participants' regular work hours, must not directly relate to improving participants' job performance, and must not include the performance of any employment related work.
- Employers will interview and hire youth and will set the hours and wages. In the event that a participant is not successful in the interview process, he/she will be separated from the program.

Work Site Development

For Service Options 2 and 3, at least 10 percent and no more than 30 percent of the SYEP work sites must be in the private sector.⁴¹ The remaining work sites must be in not-for-profit organizations, government, or other public entities.

Contractors would provide policy and procedures guidelines to employers, provide in-service orientation to employers, and ensure implementation of appropriate work site policies and procedures.

For each participant, the contractor would secure and maintain a work site agreement with the participant's employer that is signed by the employer and summarizes the terms and information pertaining to the job placement. DYCD will provide a work site agreement form to contractors. Contractors would then enter work site information into the SYEP online database system and submit the work site agreements to DYCD for review and approval.

The contractor would provide job placement follow-up support to participants throughout the six-week program period. Follow-up activities include monitoring the work site, resolving conflicts, and, where necessary, job replacement.

Out-of-City Work Sites

The following requirements pertain to Service Options 1, 2, and 3.

⁴¹ Private sector employers include large private, not-for-profit organizations such as hospitals and universities.

Contractors will be allowed to provide the City's youth with summer employment opportunities located outside the City, within 100 miles. However, they must be located in New York State. In addition, such work sites must meet the same SYEP requirements as programs located within the City. Organizations interested in proposing programs with out-of-city work sites will be required to indicate in their proposals how many work slots are out of city and to specify:

Certifications, Insurance, and Documentation

- For summer camps, copies of any necessary state, regional, or local certifications (E.g., camps in New York State should be certified by the New York State Department of Health's Bureau of Community Sanitation and Food Protection.)
- The liability insurance that will be maintained by the contractor
- Additional documentation that will be provided to participants, including, but not limited to, parental permission slips and volunteer work assignments

Medical Personnel and Safety

- For summer camps and other employment sites, as applicable, medical personnel and their qualifications
- The safety measures that will be utilized for transportation, emergency evacuation, and program participation

Participant Transportation, Accommodation, and Communication

- The transportation services that will be provided and whether/how transportation services will be provided to participants who may travel between home and the work site during the period of the program
- The type of vehicle that will be used for such transportation
- If participants will not commute daily between their homes and the work site, the accommodations, including meals and living arrangements, for all such participants
- The means by which participants will be able to communicate with their families (e.g., telephone or e-mail access)

Participant Activities, Wages, and Expenses

- The activities participants will be involved in other than the 20 hours per week (Option 1) or 25 hours per week (Options 2, 3) of DYCD-paid work and educational sessions
- The rate at which participants will be paid for any additional hours worked
- Any expenses participants might incur

Supportive Services

The contractor would provide or refer participants to other organizations for support services, such as mental health or substance abuse treatment, as needed, to ensure their participation in the program.

5. Program Administration

The contractor would conduct the following administrative aspects of the program:

- **Outreach/Recruitment of Participants**

The contractor would develop and implement an effective outreach and recruitment plan to identify and enroll youth residing in the proposed geographic service area.

- **Application, Intake, and Enrollment**

Before DYCD's application deadline, the contractor would promote application availability and encourage and assist participants with their online applications. The contractor would maintain computer stations at its intake facility for youth to apply online. The contractor would also distribute the SYEP paper application forms, assist youth in completing their applications, and collect applications. All the completed hard-copy applications submitted directly to the contractor would be entered into the SYEP online database system.

After DYCD's application deadline, DYCD will run lotteries for Service Options 1, 2, and 3 through the SYEP online database system for each contractor and select applicants who are eligible to participate in the program. Each contractor will be given a time period to contact selected applicants, collect and verify eligibility documents, and enroll the applicants into the database system. Contractors will be responsible for recruiting participants for Service Option 4. All Service Option 4 applications must be entered into the online database system before the start of the orientation.

Upon enrollment of an applicant, the contractor would complete the Participant Enrollment Survey to determine the participant's job placement, education activities, and support services. (See Section IIID4 above.)

Contractors would generate SYEP identification cards for each participant. DYCD will provide a template for printing the identification cards with the name, SYEP number, and photo of each participant. The contractor would distribute the identification card together with the SYEP debit card to each participant.

- **Payroll**

For Service Options 1-3, the contractor would collect information on the hours worked and educational sessions attended by each participant and enter it into the SYEP database. The payroll vendor will issue payment to participants through debit cards and provide contractors with access to payroll reports for their program participants. The payroll vendor will provide training to contractors on the payroll system and the use of the debit card. The contractor would securely store and distribute debit cards and educate participants about their use during program orientation. At the end of the calendar year, the payroll vendor will send W-2 forms

directly to program participants. The contractor would be responsible for responding to inquiries as well as for providing replacement W-2 forms to their program participants. Representatives from the payroll vendor will be available to speak to contractors regarding any payroll issues during the program period.

Service Option 4 participants will be paid directly by their respective employers and according to each employer's payroll system.

6. Record Keeping and Reporting

DYCD will provide the contractor with a set of forms for record-keeping and reporting. The contractor would collect the following information:

- Participant Enrollment Survey. As discussed earlier in this section, the contractor would complete a Participant Enrollment Survey for each participant. DYCD will provide the survey forms through the SYEP system. The surveys would be available for review by DYCD contract managers during visits to each contractor site.
- Work Site Agreements. The contractor would maintain information on each subsidized and unsubsidized job placement. DYCD will provide work site agreement forms to each contractor.
- Participant Hours Worked/Attendance. Using the SYEP database, the contractor would input data on youth participant attendance at the work sites and all education sessions. Participants will be paid only for hours worked and participants in Option 1 will be paid only for educational sessions attended.
- Work Site Supervisory Evaluations of Participants. DYCD will provide contractors with evaluation forms for distribution to employers. Contractors would instruct employers to complete evaluations of participants in the second and final weeks of the program. Contractors would collect evaluation forms from employers and make them available to DYCD contract managers.
- Incident Reports. DYCD will provide contractors with Incident Report Forms to document incidents including, but not limited to, injuries to participants, existing or suspected incidents of child abuse, property damage or loss, criminal activity, and incidents involving the police. Contractors would notify DYCD within 24 hours and complete and send all supporting forms to DYCD within three working days of any incident.
- Close-out Report. Contractors would provide DYCD with a summative report on the SYEP program, including information on participant plans (*e.g.*, school, employment, or training) after SYEP.

The SYEP contractors receiving awards will be required to attend an orientation and all training sessions that will be offered by DYCD.

E. 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" who 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 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 nonresponsive. 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 days from the date of mailing or upon delivery, if delivered.

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all of the information requested in the format indicated below.

- The proposal, including attachments, 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 25 pages (12 pages front and back plus one additional page), excluding the budget justification and 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 nonresponsive.

A. Proposal Format

1. Proposal Summary Form

The Proposal Summary Form (Attachment 1) transmits the proposer’s proposal package to DYCD. The document should be completed in full, signed, and dated by the board chair or executive director of the proposer. Completing this form fully and accurately assists DYCD in the evaluation of the proposal.

2. Program Proposal

The Program Proposal is a clear, concise narrative that addresses the following:

a. Organizational Capability (preferable page limit: 5 pages, excluding requested attachments)

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

1. Describe the active oversight of the Board of Directors in the proposed program, if applicable, in (a) program management (including matters such as regular reviews of executive performance, compensation, audits, and financial controls); and (b) program operations and outcomes. Provide examples to illustrate the Boards’ involvement in the program.
2. Complete and submit with the proposal the **Corporate Governance Certification, Attachment 3.**
3. Demonstrate the organization’s capability to integrate the proposed program into its overall operation. Attach an organizational chart and show where the proposed program

will fit within the organization. Describe how the proposed program and program staff will relate to the overall organization and any planned collaborations and resource sharing within the organization.

4. Describe successful joint efforts with other organizations and agencies in providing youth employment services and other related services.
5. Describe the organization's internal monitoring system and demonstrate how it is used to identify personnel and fiscal issues. Describe the corrective action procedures used to address identified issues.
6. Describe the organization's quality improvement protocol through which the contractor ensures continuous improvement of program delivery and achievement of participant outcomes. Specifically, address the following areas:
 - o Outreach/recruitment and enrollment
 - o Assessment, job placement, and follow-up;
 - o Educational services
 - o Administrative management
7. Describe procedures to ensure that all staff members (including volunteers) will properly fulfill their respective roles in the program. Demonstrate that the contractor has effective procedures for the selection, orientation, training, and professional development of all front-line staff.
8. Confirm that the organization's computerized system for data collection meets the specifications set out in Section IIIB and that program staff members have access to computers and the Internet.
9. Confirm that the organization will provide access to computers for youth to complete online applications to SYEP.
10. Attach a copy of the most recent financial audit of the organization conducted by a certified public accountant, indicating the period covered, OR, if no audit has been performed, the most recent financial statement, indicating the period covered and an explanation of why no audited financial statement is available. Financial audits covering time completely prior to calendar year 2008 will not be accepted as fulfilling this requirement.
11. Attach a listing of at least two, but no more than five, relevant references other than DYCD from funding sources for services the proposer has successfully provided that are similar to those described in Section III—Scope of Services. Include the name of the reference entity, a brief statement describing the relationship between the proposer and the reference entity, and the name, title, and telephone number of a contact person at the reference entity. Also include the type of program service provided, service level and population served, budget type and amount, and the years the proposer was funded by this entity.
12. Complete the **Multiple Proposals** form (**Attachment 2**) if more than one proposal is being submitted in response to this RFP.

b. Experience and Qualifications (preferable page limit: 5 pages, excluding requested attachments)

Describe the proposer's successful relevant experience within the last five years in working with the target population and providing youth development or workforce development services for youth. For each program cited, provide the following information: program name, services offered, dates of operation, target population(s), and the most recent annual total dollar funding. In addition:

For **up to three** of the programs cited above, demonstrate successful experience by specifically addressing the following points, if applicable:

- (a) Delivering individualized programming to youth—managing programs with large numbers of participants, conducting individual assessments
- (b) Delivering employment services for youth—finding and developing work sites, placing youth in appropriate job sites, monitoring and communicating with work sites and employer representatives
- (c) Delivering educational services to youth

Note: For organizations proposing programs for the vulnerable youth competition, responses to (b) and (c) should demonstrate how these services were offered in a manner that avoids segregating or stigmatizing the targeted vulnerable youth in the program and at the work site.

- (d) Administering programs of similar scope—including application, enrollment, and reporting elements.
- (e) For contractors providing Service Option 4, developing jobs in both the private and public sectors.
- (f) Using the chart below (reproduce as necessary) provide, whenever possible, details of the most recent quantitative measures of success to demonstrate the effectiveness of each program in the following two areas:
 - Achievement of enrollment numbers that met or exceeded funder/program expectations (target levels vs. actual enrollments)
 - Achievement of outcomes that met or exceeded funder/program expectations (projections vs. actual outcomes)

Program Time Period (Describe only one time period for this program.)	Target Enrollment	Actual Enrollment
Outcome 1:	Projected Achievement	Actual Achievement
Outcome 2:	Projected Achievement	Actual Achievement
Outcome 3:	Projected Achievement	Actual Achievement

Staff Experience and Qualifications

1. For staff members already identified for the proposed program, attach resumes and describe their experience and qualifications in delivering youth development or workforce development services for youth.
2. For all staffing positions for which no staff have yet been identified, attach job descriptions and qualifications that will be required.
Resumes and job descriptions should specifically address the following:
 - Key staff would have at least two years experience providing youth development or workforce development services for youth.
 - All staff, including any volunteers, would be qualified and appropriately trained in areas such as youth development and employment.

In addition:

- Demonstrate that staff would participate in training to increase their capacity to effectively serve SYEP participants in a manner that incorporates DYCD’s core competencies for youth workers.
 - Demonstrate that all staff, including volunteers, would provide services in a manner that is sensitive to the participant’s cultural heritage and traditions, life experiences, sexual orientation, and gender identity.
 - For staff already identified for specific positions, provide at least one specific example of his or her success implementing a program similar to the one proposed.
- c. Program Approach** (preferable page limit: 15 pages, excluding requested attachments)

Describe in detail how the proposer will provide the proposed program and demonstrate that the proposed program approach will fulfill DYCD’s program goals and objectives cited in Section III–Scope of Services of the RFP. Specifically, address each of the following:

1. Target Population

- Identify the geographic service area (borough and if applicable, area(s) of high unemployment) from which youth will be recruited to participate. Describe the characteristics of the target population, including strengths and needs. If the proposer intends to serve youth with disabilities, describe the types of disabilities and the criteria that will be used to identify them, including assessment instruments.
- Demonstrate the proposer's ability to serve this population and how it will build on its strengths and address its needs.
- Demonstrate the effectiveness of the strategies and sources to be used to conduct outreach to the target population, as well as ensure full participation in the program.

2. Anticipated Levels of Service

- State the number of participants the proposer intends to serve. Identify the number of slots that would be filled by youth with disabilities.
- Demonstrate the capacity to serve the proposed number of participants, including plans to establish additional intake sites.

3. Program Facility

- Indicate the location of each proposed program facility.
- Describe each program facility and demonstrate that it is appropriate to adequately accommodate all activities planned for that facility (i.e., education/training activities, program administration, intake).
- Demonstrate that each program facility is accessible to public transportation and easily and readily accessible to persons with disabilities. If not, describe the alternate measures used for making all educational/training activities available to all potential participants, including youth with disabilities.

4. Participant Services

- Describe the overall design of the proposed program and discuss how the program will incorporate principles of effective youth development.
- Discuss any proposed partnerships with schools or universities. Discuss proposed mentoring services, if applicable.
- Describe how the contractor would individually assess each participant and how that assessment would guide job placement.
- Include a description of each of the service elements discussed in Section III—Scope of Services, including:

- o Work site development and job placement. Describe how work sites would be developed for the program, including strategies for private sector job development and placement. Discuss strategies for job placement in employment sectors that show growth and have opportunities for career advancement. In addition, include information about the types of jobs participants will be placed in and how, in the case of vulnerable youth, participants would not be segregated or stigmatized. For Service Option 4, describe how partnerships would be developed with employers for unsubsidized job opportunities. Be as specific as possible about the number of participants who will be placed in each type of job. Use **Attachment 4**, the **Work Site Development Chart**, to summarize these efforts.
 - o Educational services. Describe how your organization would deliver the educational component of the program.
 - o Job placements and educational services. Describe strategies and measures to ensure that job placements and educational services are tailored to the age and experience of each SYEP participant.
 - o Job placement follow-up. Include a description of how the organization will ensure the sustainability of each job placement.
- Demonstrate that the proposed program’s administration will be structured as described in Section IIID5.

5. Staffing

- Describe the salaried and non-salaried, if any, staff positions that will be utilized to provide the proposed program and demonstrate that they are sufficient to assist program participants to achieve the proposed program goals and objectives.

d. Price Proposal

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

a. Completed Budget Forms (Attachment 5)

b. Budget Justification (Preferable page limit: 2 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.

If applicable, justify a proposed higher participant price according to the factors in Section IID.

e. Acknowledgement of Addenda

The **Acknowledgement of Addenda (Attachment 7)** serves as the proposer's acknowledgement of the receipt of addenda to this RFP, which may have been issued by DYCD prior to the Proposal Due Date and Time. The proposer should complete this acknowledgement as instructed on the form.

f. Other Required Documents

The **Doing Business Data Form (Attachment 6)** is to be completed and submitted with the proposal.

B. 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.

1. The proposal package should include one original set and four duplicate sets of the documents listed below in the following order:
 - 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
 - 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**)
 - Work Site Development Chart (**Attachment 4**)
 - Price Proposal
 - Budget Justification
 - Budget Forms (**Attachment 5**)
 - Acknowledgement of Addenda (**Attachment 7**)
2. In a sealed, inner envelope, one original and one duplicate set of the Doing Business Data Form (**Attachment 6**) should be included in the proposal package.

For each proposal submitted, enclose the documents listed above in a sealed envelope and hand deliver to Michael Owh, Interim Agency Chief Contracting Officer, Office of Procurement. Label the envelope with the proposer's name and address, Summer Youth Employment Program, PIN: 26013SYEPRFP, 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 percent
- Demonstrated level of organizational capability 30 percent
- Quality of proposed program approach 40 percent

C. Basis for Contract Award

DYCD will award contracts to the responsible proposers whose proposals are determined to be the most advantageous to the City, taking into consideration the price and such other factors or criteria set forth in this RFP such as geographic distribution, including targeted CDs, the target population(s) to be served, and diversity of jobs to be developed, including those in the private sector. Within each competition pool, proposals will be ranked in descending order of their overall average technical scores. All technically viable proposals with a price per participant at or below the stated rate will be considered for award; higher rates will only be considered for technically viable proposals that will serve youth with disabilities. Adequate justification must be provided for exceeding the rates set forth in the RFP. DYCD reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interests of the City, how many participants the proposer will be awarded. Likewise, in the case that a proposer is eligible for award in more than one competition, DYCD reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interests of the City, for how many and which competition(s) the proposer will be awarded a contract. Contract award will be subject to timely completion of contract negotiations between DYCD and the selected proposer.

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 \$1 million) (above \$1 million).

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.

(Commissioner) (Agency Chief Contracting Officer)

Date

Message from the New York City Vendor Enrollment Center
Get on mailing lists for New York City contract opportunities!
Submit a NYC-FMS Vendor Application - Call 212/857-1680

Appendix A: Human Services Standard Contract

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 http://www.nyc.gov/html/dyed/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 A 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.

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

ARTICE 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 [reproduced herein in this RFP as Appendix B], "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

By:

CONTRACTOR

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.

**Appendix B: General Provisions Governing Contracts for
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DEFINITIONS

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.

REPRESENTATIONS AND WARRANTIES

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.

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.

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.

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.

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.

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.

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.

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.

ASSIGNMENT AND SUBCONTRACTING

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.

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.

LABOR PROVISIONS

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.

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.

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.

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.

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.

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.

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.

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

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.

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).

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.

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.

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.

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.

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.

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.

COPYRIGHTS, PATENTS, INVENTIONS, AND ANTITRUST

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.

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.

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.

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.

INSURANCE

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.

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.

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.

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.

Unemployment Insurance

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

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.

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.

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.

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.

PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

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.

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.

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.

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.

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.

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.

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.

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.

CONTRACT CHANGES

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.

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.

TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

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.

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.

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.

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.

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.

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.

PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

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.

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.

CLAIMS

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.

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.

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.

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.

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.

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.

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.

APPLICABLE LAWS

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.

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.

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.

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.

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.

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

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and 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 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.

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.

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.

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.

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.

MISCELLANEOUS PROVISIONS

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.

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.

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.

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.]

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

Appendix C: Work Site Preference

The following lists occupations with strong long-term growth openings based on current NY State Department of Labor estimates, by the education level they require. Under each education level, the occupations are listed in order of the largest estimated job growth openings through 2014. **Although it will not be possible to place youth in many of these positions, DYCD encourages placements in industries where they would come into contact with individuals in these occupations.**

Growing occupations requiring Bachelor's degree or higher	Growing occupations requiring some post-secondary or extensive employer training	Growing occupations requiring some job training and high school diploma or less
Registered Nurses Accountants & Auditors Teachers, Secondary and Special Education General and Operations Managers Lawyers Financial Managers Computer Programmers Market Research Analysts Editors Financial Analysts Management Analysts Business Operations Specialists Child, Family, and School Social Workers Graphic Designers Public Relations Specialist	Secretaries and Administrative Assistants Sales Representatives First-Line Supervisors, Managers of Offices and Administrative Support Workers Customer Service Representatives Maintenance and Repair Workers, General Police and Sheriff's Patrol Officers Nursing Aides, Orderlies, and Attendants Electricians Carpenters Social and Human Service Assistants Automotive Service Technicians and Mechanics Hairdressers, Hairstylists, and Cosmetologists Artists and Commercial Artists Correctional Officers and Jailers Medical Assistants	Retail Salesperson Cashiers Office Clerks, General Waiters and Waitresses Janitors and Cleaners Child Care Workers Security Guards Teacher Assistants Stock Clerks and Order Fillers Laborers and Freight, Stock, and Material Movers Landscaping and Grounds keeping Workers Truck Drivers, Light or Delivery Service Bill and Account Collectors Painters, Construction and Maintenance Cooks, Restaurant

Attachment 1: Proposal Summary Form

RFP TITLE: Summer Youth Employment Program

PIN: 26013SYEPRFP

Organization: _____ EIN : _____

Address: _____

City State Zip Code

Contact Name: _____ Title: _____

Contact Email: _____

Telephone: _____ Fax: _____

Enrollment and Price Proposal Summary

Service Option 1: Youth aged 14-15

Borough (check one): Bronx Brooklyn Manhattan Queens Staten Island

	A. Number of participants to be served annually	B. Price per participant (\$)	Cost to DYCD (A x B) (\$)
Participants at given price		\$325	
Participants at higher price			
Total Cost to DYCD (=Total DYCD Funding Request)			

Service Option 2: Youth aged 16-24

Borough (check one): Bronx Brooklyn Manhattan Queens Staten Island

	A. Number of participants to be served annually	B. Price per participant (\$)	Cost to DYCD (A x B) (\$)
Participants at given price		\$325	
Participants at higher price			
Total Cost to DYCD (=Total DYCD Funding Request)			

Service Option 3: Vulnerable youth aged 14-24

(Check all that apply): Court-involved Youth Runaway and Homeless Youth

Foster Care Youth Youth Receiving Preventive Services

	A. Number of participants to be served annually	B. Price per participant (\$)	Cost to DYCD (A x B) (\$)
Participants at given price		\$400	
Participants at higher price			
Total Cost to DYCD (=Total DYCD Funding Request)			

Service Option 4: Unsubsidized jobs for youth aged 16-24

	A. Number of participants to be served annually	B. Price per participant (\$)	Cost to DYCD (A x B) (\$)
Participants at given price		\$700	
Participants at higher price			
Total Cost to DYCD (=Total DYCD Funding Request)			

For all service options, indicate the High Unemployment CDs to be targeted for recruitment:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Multiple Proposals

How many proposals has the proposer submitted in response to this RFP? _____

If more than one, has the proposer filled out Attachment 2, Multiple Proposals, as required? Yes No

Proposed Sites

Application Intake Site:

Address:

City State Zip Code

Other Intake Sites: If there is more than one intake site, create a list with each site name and address and attach to the Proposal Summary Form.

Program Site:

Address:

City State Zip Code

Primary Education Site:

Address:

City State Zip Code

Other Education Sites: If there is more than one education site, create a list with each site name and address and attach to the Proposal Summary Form.

Authorized

Representative:

Title:

Email:

Phone:

Signature:

Attachment 2: Multiple Proposals

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 if more than one contract is awarded.

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

SYEP RFP

PIN: 26013SYEPRFP

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

BOARD OF DIRECTORS

Name of Organization: _____

Board Member Name	Board Position	Business Address/Phone	E-Mail Address

(Attach additional pages if needed.)

Attachment 4: Work Site Development Chart

SYEP RFP

PIN: 26013SYEPRFP

Name of Proposing Organization _____

Total Number of Program Participants Requested _____

Name of Proposer or Subcontractor	Employer Organization	Job Title	Summary or Rationale	Number of Anticipated Summer Jobs

Use additional sheets, if needed.

Attachment 5: Budget Forms

BUDGET INSTRUCTIONS

BUDGET FACE SHEET IDENTIFYING INFORMATION – Page 1 of 4

To assist with proper completion of the budget, DYCD has made the budget forms available for download (in Microsoft Excel and the Instructions in Microsoft Word) on the DYCD Website: www.nyc.gov/dycd.

- Indicate the official name of your organization, address, e-mail, telephone number and fax number.
- The **Executive Director** is the person responsible for this proposal, or in charge of the overall agency. Please include his/her e-mail and telephone numbers.
- The **Fiscal Officer** is the person responsible for preparing the financial documents for this contract, i.e., the Comptroller, Bookkeeper and/or Accountant. Please include his/her e-mail and telephone numbers.
- **Federal Employer Identification Number (EIN)**: Indicate the proposer's EIN #.
(A copy of any official IRS document reflecting the Federal Employer Identification Number will be required before entering into contract with your organization.)
- **State Unemployment Insurance Number (SUI)**: A number appearing on all correspondence relating to State Unemployment Insurance. It is obtainable through the New York State Department of Labor (1-888-899-8810).
- **Operating Period**: The first 12 month period of your proposed contract should coincide with the dates that activities operate within the budget.

The budget has one column, DYCD Funding Request, in which to enter the funding requested from DYCD for each line item.

BUDGET SUMMARY BY THE BUDGET CATEGORIES

To complete the remainder of Page 1 of the budget, first complete Pages 2, 3, and 4 as described below. For proposers completing the budget electronically, the appropriate totals for each budget category will automatically transfer into the corresponding box on Page 1.

I. BUDGET SALARIES AND WAGES SUPPORT SHEET- Page 2 of 4

1100 The Salaries are divided in two categories:

Category 1 Full-time employees: Persons who work **35 hours or more** per week

Category 2 Part-time employees: Persons who work **fewer than 35 hours** per week

All required information should be entered on the budget, including all personnel, full-time (35 hours or more) and part-time (fewer than 35 hours), who will receive a salary from this program. For full-time employees, enter the title, salary, number of positions within the title and percent of salary that will be allocated to this contract. For part-time staff, enter the title, hourly wage rate, number of positions, number of annual hours on the program per position, and the percent of the wages that will be allocated to this program.

Helpful Hints

To calculate the annual salary for FY 2013 multiply the hourly rate by 1827 hours per year (35 hours per week).

To calculate the number of hours per year multiply the number of hours worked per day by the number of days per year. (FY 2013=261 days)

To calculate the annual salary for FY 2013, multiply the hourly rate by 2088 hours per year (40 hours per week).

The minimum wage is \$7.25 effective July 24, 2009. This is subject to change. Part-time salaries should be calculated by consolidating same titles with the maximum hourly rate. The subtotal of all salaries should be calculated and transferred to Page 1, Salaries and Wages (1100) both boxes.

II. FRINGE BENEFITS – Page 3 of 4

1200 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 at least \$1 million, with a certificate naming DYCD and the City of New York as additional insureds, if they do not participate in CIP.**

CONSULTANTS/SUBCONTRACTORS/STIPENDS/VENDORS

2100 **Consultant:** 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 **Subcontractor:** An independent 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 **Stipend:** An incentive allowance **ONLY** for the benefit of a participant or client.

2400 **Vendor:** An independent business entity retained to provide non-program services. Examples: Cleaning services, security and accounting services.

OTHER THAN PERSONNEL SERVICES (OTPS) – Page 4 of 4

3100 **Consumable Supplies:** Supplies that are not lasting or permanent in nature, such as office, program, or maintenance supplies.

3200 **Equipment Purchase:** Purchase of equipment that is durable or permanent, such as furniture, printers, calculators, telephones, computers. All equipment or furniture purchased with DYCD funds at a cost of \$200 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. Indicate items being purchased.

3300 **Equipment Other:** The rental, lease, repair, and maintenance of office/programmable equipment utilized in the program's operation. This category also includes computer software.

3400 **Space Rental:** This category is separated into two subcategories (3410 and 3420).

3410 **Public School:** Opening fees and room rentals paid to the Department of Education (DOE).

3420 **Rent/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 rent are required to submit a Space Rental - Cost Allocation Plan. In addition, the contractor will be required to

submit a copy of its lease, DOE permit, 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 and Telephone: Self-explanatory.

3700 Other Operational Costs: This category is separated into two subcategories (3710 and 3720).

3710 Other Costs: Items such as 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.

Please note regarding audit costs, DYCD will accept a portion of contractor audit fees for Fiscal Year 2013. If the organization receives additional funding besides that from DYCD, it may only include DYCD's proportionate share. The proportionate share should be calculated by dividing the total DYCD budget by the agency's total budget and applying that percentage to the total audit cost. The proposer must submit an Audit Cost Allocation Plan with your budget.

3720 Indirect Cost: The purpose of Indirect Cost is to capture overhead costs incurred by a contractor operating several programs. The following guides are to be used to request Indirect Cost:

- A detailed justification or an analysis from a CPA or audit detailing how the rate was determined must be provided.
- The maximum allowable rate is 10 percent of the total budget.

3900 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.
- 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:

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

Department of Youth and Community Development
REQUEST FOR PROPOSAL
PIN: 26013SYEPRFP
SYEP BUDGET SUMMARY

Attachment 5

Form Revised 12/06

Proposer's Name _____
Address: _____

Tel #: _____ **Fax #:** _____ **E-mail:** _____
Ex. Director _____ **Tel #:** _____ **E-mail:** _____
Fiscal Officer: _____ **Tel #:** _____ **E-mail:** _____
EIN: _____ **SUI #:** _____
Operating Period: _____ **Through:** _____

Account Code	DYCD FUNDING REQUEST
PERSONNEL SERVICES	
1100 Salaries and Wages	
1200 Fringe Benefits*	
1300 Central Insurance Program (CIP) **	
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 Rental	
3500 Travel	
3600 Utilities & Telephone	
3700 Other Operational Costs	
3900 Fiscal Agent Services	
TOTAL OTHER THAN PERSONNEL SERVICES	
TOTAL COST	

* The maximum rate is 30%; and the minimum rate is 7.65% of the total salaries.

** CIP rate is 4.50% of total budget for insurance coverage

SALARIES AND WAGES SUPPORT SHEET

Full Time Employees Only						
# Of Pos.	Title Code	*** Position/Title	# of Months	Annual Salary	% Applied to DYCD	Total DYCD Cost
Sub-Total						
Part Time Employees Only						
# Of Pos.	Title Code	*** Position/Title		Hourly Rate	Total Hours for Budget Period	Total Amount Part Time Staff
Sub-Total						
Total Budgeted Salaries						

* Note: Part Tme employees must work less than 35 hours per week

Proposed RFP budget

FUNDING
REQUESTED

Acct Code

FRINGE BENEFITS

1200 **FRINGE BENEFITS**

FICA @ 7.65%, Unemployment Insurance, Medical,

Workers' Compensation, Disability, Life insurance, & Pension.

The maximum fringe benefit rate is 30%; and the minimum rate is 7.65% of the total salaries.

If under the Fiscal Agent, the minimum fringe benefit rate is 12.65% of the total salaries.

1300 **CENTRAL INSURANCE PROGRAM (CIP)**

Central Insurance Package

4.5 % of Total Budgeted Amount

General Liability, Workers' Compensation, Disability, Special Accident, and Property Insurance are covered under the DYCD Central Insurance Program.

NON STAFF SERVICES

2100 **CONSULTANTS (Total)**

(Total of all Consultants)

Description and amount for each Consultant (If additional space is required submit attachments)

2200 **SUB-CONTRACTORS (Total)**

(Total of all Consultants)

Description and amount for each Sub-Contractor (If additional space is required submit attachments)

2300 **STIPENDS (Total)**

Description (If additional space is required submit attachments)

2400 **VENDORS (Total)**

Description (If additional space is required submit attachments)

**FUNDING
REQUESTED**

Acct Code

OTHER THAN PERSONNEL SERVICES

3100	CONSUMABLE SUPPLIES Office , Program and Maintenance Supplies	<input type="text"/>
3200	EQUIPMENT PURCHASES * <u><i>*Attach description or itemized equipment list.</i></u> Copiers, Computers, Printers, and Furniture Etc. _____ _____ _____ _____	<input type="text"/>
3300	EQUIPMENT OTHER Maintenance, Repairs, Rentals, & Computer Software	<input type="text"/>
3400	SPACE RENTAL (Total of Lines 3410 & 3420)	<input type="text"/>
	3410 Public School	<input type="text"/>
	3420 Rent / Other	<input type="text"/>
3500	TRAVEL Staff Travel , Bus Trips, Other	<input type="text"/>
3600	TOTAL UTILITIES AND TELEPHONE	<input type="text"/>
3700	OTHER OPERATIONAL COSTS (Total of Lines 3710 & 3720) Postage, Admission tickets, Printing and Publications Bank Charges, Training and Conferences, Audit Fee, Internet Fee Food and Refreshments, Participant Costs, and Liability Ins., Etc.	<input type="text"/>
	3710 Other Costs	<input type="text"/>
	3720 Indirect Costs * % _____	<input type="text"/>
3900	FISCAL AGENT SERVICES See Fee Scale on Budget Instructions	<input type="text"/>

* Maximum rate is 10% of Total Budget.

Please note: All highlighted fields (Blue) are calculated automatically and cannot be changed manually.

Attachment 6: Doing Business Data Form

SYEP RFP

PIN: 26013SYEPRFP



Doing Business Data Form

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

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated _____. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

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

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

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

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



Attachment 7: Acknowledgement of Addenda

SYEP RFP

PIN: 26013SYEPRFP

DIRECTIONS: COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

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

ADDENDUM #1 DATED: _____, 20__

ADDENDUM #2 DATED: _____, 20__

ADDENDUM #3 DATED: _____, 20__

ADDENDUM #4 DATED: _____, 20__

ADDENDUM #5 DATED: _____, 20__

ADDENDUM #6 DATED: _____, 20__

ADDENDUM #7 DATED: _____, 20__

ADDENDUM #8 DATED: _____, 20__

PART II: ___ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

DATE ___/___/___

PROPOSER (NAME): _____

PROPOSER (SIGNATURE): _____