

Jeanne B. Mullgrav Commissioner

September 18, 2009

#### ADDENDUM #1

**Re:** Cornerstone Initiative Request for Proposals

PIN: 26010CORNRFP

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 Cornerstone Initiative Request for Proposals (RFP), PIN 26010CORNRFP. Proposers should acknowledge receipt of Addendum #1 using the Acknowledgement of Addenda (**Attachment 7**).

#### ADDENDUM ITEMS

#### Section II – Summary of the Request for Proposals

**1. Page 6.** Under the heading, "Anticipated Payment Structure," the first two sentences are deleted and replaced with the following:

For the first 6 months of the contract term, January 1 to June 30, 2010, it is anticipated that the payment structure of contracts awarded from this RFP will be based solely on line item budget reimbursement pursuant to a budget approved by DYCD. Beginning July 1, 2010, DYCD reserves the right to retain up to 10 percent of the value of the contract pending achievement of the performance targets specified on page 13, Section III – Scope of Services.

**2. Page 6.** Under the heading, "Subcontracting," the third bullet is deleted and replaced with the following:

All proposed subcontractors must be identified in the proposal and be tax-exempt, not-for-profit organizations incorporated in New York State as evidenced prior to the conclusion of contract negotiations by submission of a copy of the exemption certificate demonstrating that the subcontractor is classified as a tax-exempt organization under Section 501 (c)(3) of the Internal Revenue Code, <u>and</u> a copy of the Certificate of Incorporation issued by the State Department of State.

**3. Page 7.** Under the heading, "Facilities/ADA Requirements," in the fourth bullet, the phrase "HVAC and/or individual A/C units" is deleted and replaced with the following: **"individual heating or air conditioning units**".

#### Section III: Scope of Services of the Request for Proposals

**4. Page 10.** Under the heading, "Community Center Operating Hours," the hours for either Saturday or Sunday are revised as follows:

Either Saturday or Sunday school year	10am to 5pm	308 hours
(44 days)		

**5. Page 10.** Under the heading, "Contractor and Staff Qualifications/Experience, the first bullet is deleted and replaced with the following:

The contractor, and, if applicable, any subcontractor would be a tax-exempt, not-for profit organization incorporated in New York State.

6. Page 10. Under the heading, "Contractor and Staff Qualifications/Experience," an additional bullet is added after the first bullet, as follows:

The contractor or, **if applicable, the contractor and the subcontractor combined** would have at least 5 years experience providing services to youth and families and at least 3 years providing such services in the neighborhood where the proposed Cornerstone Initiative site is located.

**7. Page 11.** Under the heading, "Facility Management," in the second bullet, the phrase "HVAC and/or individual A/C units" is deleted and replaced with the following: **"individual heating or air conditioning units**".

**8. Page 12.** Under the heading, "Facility Management," from page 11, the final bullet is deleted and replaced with the following:

NYCHA would be responsible for payment of utility bills including electricity, heat, and water. The contractor would be responsible for payment of telephone, cable, and Internet services.

9. Page 13. The paragraph under the heading, "Youth," is deleted and replaced with the following:

Performance targets would vary according to the age of participants, as follows:

Younger youth 5 through 12 years

The program achieves an average daily attendance rate of 80 percent of enrolled youth.

<u>Youth ages 13 through 15 years</u> Program participants achieve 75 percent (= 150 hours) of the minimum annual contact hours of 200.

<u>Youth ages 16 through 21 years</u> Program participants achieve 70 percent (= 115.5 hours) of the minimum annual contact hours of 165.

**10. Page 13.** Under the bolded statement that begins, "The above performance targets would...," the second bullet is deleted and replaced with the following:

July 1, 2010 to June 30, 2011: DYCD reserves the right to withhold up to 10 percent of the value of the contract pending achievement of an **average daily attendance rate** of 80 percent for younger youth 5 through 12 years and the specified minimum enrollment numbers for older youth ages 13 through 21 years and adults.

**11. Page 14**. Under the heading, "Activities for Older Youth (ages 13 through 21)," the following sentence is added after the final sentence of the first paragraph:

Subject to space and safety limitations and to DYCD's prior approval, the contractor may also schedule programming outside these times.

#### Section IV – Format and Content of the Request for Proposals

**12. Page 16.** Under the heading, "Instructions," the fourth bullet is deleted and replaced with the following:

Proposals should preferably not exceed 22 pages (11 sheets front and back), excluding requested attachments.

**13. Page 16.** Under the heading, "Organizational Capability," an additional bullet is added, as follows:

Indicate the dollar value of proposer's annual operating budgets for each of the calendar years 2006, 2007 and 2008.

**14. Page 16.** Under the heading, "Experience," the words in parentheses next to the heading, are deleted and replaced with the following:

Preferable page limit is 6 pages excluding requested attachment.

**15. Page 16.** Under the heading, "Experience," the first bullet is deleted and replaced with the following:

Describe the successful, relevant experience of the proposer, and, **if applicable, of any proposed subcontractor** providing services to youth ages 5-21, including experience providing such services in the neighborhood where the proposed Cornerstone Initiative site is located. Where possible, provide quantitative data relating to enrollment and performance targets demonstrating outcomes that met or exceeded funders' expectations.

#### Appendix A – Cornerstone Initiative Sites: Funding and Service Levels

**16. Page 23.** The first sentence in Footnote14 is deleted and replaced with the following:

Service levels for younger youth ages 5 through 12 are within the *maximum* levels allowed under the SACC regulations and indicate the number that can be served given available funding. Service levels for older youth and adults indicate the *minimum* numbers to be served.

#### CLARIFICATIONS

1. The DYCD Cornerstone Initiative is separate from and unrelated to any other City or private program, including the Department of Housing Preservation and Development Cornerstone Program of new mixed-income multifamily housing construction.

#### 2. Additional Site Visits

Proposers who wish to arrange additional site visits should contact: Pete Trifoli, Deputy Director of Physical Compliance, NYCHA, (212) 571-4565.

#### Section III: Scope of Services of the Request for Proposals

**3. Page 9.** Under the heading, "DYCD's Assumptions Regarding Organizational Capability," the first bullet is deleted and replaced with the following:

The contractor would be a tax-exempt organization **under Section 501 (c) (3) of the Internal Revenue Code** and incorporated as a not-for-profit in New York State.

4. **Page 10.** Under the heading, "Hours of Operation," the word "safely" in the penultimate sentence is deleted and replaced by the word "**safety**".

#### Section IV – Format and Content of the Request for Proposals

5. **Page 16.** Before the sub-heading, "Organizational Capability," the following heading is added:

2. Proposal

6. Page 19. Under the heading, "Acknowledgment of Addenda," the reference to "Attachment 8" is revised to read "Attachment 7."

7. Page 23. In Appendix A, the entry for the Bronx site, Dr. Ramon E. Betances VI, the shading is removed and the address is amended to read, "465 St. Ann's Avenue".

**8. Page 33.** Attachment 1, Proposal Summary Form, the items below have been added and the revised Attachment 1 is posted on DYCD's website.

Proposer's overall annual operating budget:

2006:	\$
2007:	\$
2008:	\$

If yes (services are being subcontracted), percentage of DYCD funding request:\_\_\_\_\_

**9. Pages 38-40.** In Attachment 5, Proposal Budget Summary Form, word "personal" is deleted and replaced by "personnel" throughout. The Revised Attachment 5 is posted on DYCD's website.

Daniel Symon Agency Chief Contracting Officer

# **<u>Revised ATTACHMENT 1</u>**: Proposal Summary Form

### **RFP TITLE: CORNERSTONE INTIATIVE**

#### PIN: 26010CORNRFP

Organization:			EIN:	
Address:				
	City		State	Zip Code
Contact Name:		Title:		
Contact Email:				
Telephone:		Fax:		
Competition: Site Name (see Appendix A):				
	NOTE: Only o	one site per propos	al	
DYCD Funding Request:	\$			
Proposer's overall annual ope 2006: 2007:	\$			
2008:	\$			
Compliance Certification:				
Not-for-Profit Status: (Check	the applicable box.)			
Proposer is a   Proposer has   Proposer is n   Tax-exempt Status: (Check t)   Proposer is a   Proposer has	not-for-profit incorporated entite applied for such status to the Se ot a not-for-profit incorporated	ecretary of State entity and has r Section 501(c)	not yet applied f (3) of the Intern	al Revenue Code .
Subcontracting:				
Will any services be subcontr	racted? Yes No	If yes, percent	age of DYCD f	unding request:
	oth sides, on recycled paper contract of the instructions to this solutions to this solutions to the instructions to the solution of the solut			ntage of recovered fiber
Authorized Representative:		Title:		
Email:		Phone:		



Jeanne B. Mullgrav Commissioner

# **Cornerstone Initiative**

## Request for Proposals PIN: 26010CORNRFP

RFP Release Date:	August 18, 2009
Deadline for Proposals:	October 1, 2009 at 2:00 p.m.
Return To:	Office of Contract Procurement 156 William Street, 2nd Floor New York, New York 10038
Attention:	Daniel Symon, Agency Chief Contracting Officer
Pre-Proposal Conference:	September 10, 2009 at 10:00am OR 2:00pm
Pre-Proposal Conference Location:	DYCD 156 William Street, 2nd Floor New York, New York 10038

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



#### CORNERSTONE INITIATIVE REQUEST FOR PROPOSALS (RFP) PIN: 26010CORNRFP

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#### AUTHORIZED AGENCY CONTACT PERSONS

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

#### **Procurement**

Daniel Symon, Agency Chief Contracting Officer Office of Procurement Dept. of Youth and Community Development 156 William Street, 2<sup>nd</sup> Floor New York, NY 10038 Tel: (212) 513-1820 Fax: (212) 676-8129 E-mail: <u>RFPquestions@dycd.nyc.gov</u>

#### **<u>RFP Content and Procedures</u>**

Cressida Wasserman, Senior Planner Planning, Research, and Program Development Dept. of Youth and Community Development 156 William Street, 2<sup>nd</sup> Floor New York, NY 10038 Tel: (212) 676-8109 Fax: (212) 676-8160 E-mail: <u>RFPquestions@dycd.nyc.gov</u>

#### NOTE ON E-MAIL INQUIRIES: Proposers should enter "Cornerstone RFP" in the subject line of the e-mail.

DYCD cannot guarantee a timely response to phoned-in and written questions regarding this RFP received less than <u>one</u> 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: August 18, 2009

**B.** Site Visits – DYCD staff will be available at all Cornerstone sites to provide tours of the facilities. See schedule below.

DATE	TIME	SITES See Appendix A for address information
Tuesday, September 1, 2009	10am – 3pm	Bronx and Manhattan sites
Wednesday, September 2, 2009	10am – 3pm	Brooklyn and Staten Island sites
Thursday, September 3, 2009	10am – 3pm	Queens sites

#### C. Pre-Proposal Conference:

Date:	September 10, 2009
Time:	10:00am OR 2:00pm
Location:	DYCD
	156 William Street, 2nd Floor
	New York, New York 10038

Attendance at either session is optional but recommended by DYCD.

#### **D.** Proposal Due Date and Time and Location:

Date: October 1, 2009			
Time:	2:00pm		
Location:	Hand deliver proposals to:		
	<b>DYCD</b> Procurement Office		
	156 William Street, Second Floor		
	New York, New York 10038		

DYCD will not accept e-mailed or faxed proposals.

Proposals received at this location after the Proposal Due Date and Time are late and shall not be accepted, except as provided under New York City's Procurement Policy Board Rules, Section 3-03(f)(5).

In accordance with 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.

#### E. Anticipated Contract Start Date: January 1, 2010

#### SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

#### A. Purpose of the RFP

Through the Cornerstone Initiative, the Department of Youth and Community Development (DYCD) is seeking qualified not-for-profit organizations to operate programs for youth and adults at community centers located in 25 New York City Housing Authority (NYCHA) developments across New York City (City). These sites were selected by DYCD and NYCHA, based on indicators of need, an assessment of existing services, and the suitability of the physical facilities. (See **Appendix A**, Cornerstone Initiative Sites: Funding and Service Levels.) The overall aim of the initiative is to strategically invest public funds in ways that foster the healthy development of NYCHA youth, provide engaging and relevant programs for adults, promote intergenerational activities, and support vibrant community centers offering benefits to residents of all ages.

Each Cornerstone program will provide year-round out-of-school time activities for youth aged 5 through 21 and, directly or indirectly, provide programs for adults 22 and older, including seniors. With regard to youth programs, the Cornerstone approach reflects research-based models in which planned activities yield tangible benefits for participants both during their participation and in the future. DYCD intends to fund innovative programs will be explicitly designed to help young participants acquire the skills and attitudes they need to stay on track, graduate from high school, pursue their chosen career pathways, and contribute to the well-being of their peers, families and communities. Adult programs will focus on recreational activities and programs that enhance skills and promote social interaction and community engagement.

#### **B.** Background

Like many other cities around the world, the City is responding to the ongoing effects of the global financial crisis. The federal stimulus package heralds a range of new initiatives in areas ranging from "green jobs" and sustainable energy to infrastructure renewal, educational innovation, job training, and community service. Simultaneously, under the leadership of Mayor Michael R. Bloomberg, City agencies have launched a variety of efforts to create new jobs, expand workforce development, support homeowners, encourage community service, and target relief to those most impacted by the downturn. Coupled with the anti-poverty agenda established by the City's Center for Economic Opportunity, these strategies recognize that individuals and families in poor communities are among those most threatened by worsening economic conditions and most in need of assistance to build personal and social capital.<sup>1</sup>

NYCHA manages the largest urban public housing system in the United States and has historically had a two-fold mission to support low and moderate income New Yorkers: the provision of high quality affordable housing and on-site community and social services to support and improve the lives of residents. Unique among housing authorities across the country, NYCHA has maintained its housing stock in recent years. Despite significant federal budget reductions, it has been able to maintain a network of approximately 470 community facilities, day care centers, senior centers, health clinics and employment programs throughout 345 developments. NYCHA has achieved notable successes, including an innovative construction management/building program; collaboration with the City's housing agencies to preserve and expand affordable housing; establishment of an array of employment services; and, in partnership with City agencies, the creation of a network of community centers serving youth and families, senior centers, health care centers, day care and Head Start educational centers. Through these efforts, NYCHA developments have offered numerous working class and new New Yorkers an avenue to the middle class. Nevertheless, many NYCHA residents confront stark challenges, especially those who live in neighborhoods marked by concentrated poverty.<sup>2</sup> The initiative represents a collaborative venture between NYCHA and DYCD designed to maintain and enhance programming at the 25 selected developments. NYCHA is making these sites available at no cost to the contractor. Proposers will be able to visit the designated Cornerstone Initiative sites prior to the deadline for proposal submission. See page 4 of this RFP for the schedule.

<sup>&</sup>lt;sup>1</sup> Teenagers, particularly those residing in public housing, are likely to be among those most severely impacted. See, New York Times, editorial *Even Worse for Teens*, December 8, 2008 and *Public Housing and Public Schools: How Do Students Living in NYC Public Housing Fare in School?* Furman Center, Institute for Education and Social Policy, Policy Brief, NYU November 24, 2008. <sup>2</sup> Ibid.

#### C. Anticipated Total Funding, Competitions, and Price Per Participant

Anticipated total annual funding for the Cornerstone Initiative is **\$10.41 million**; maximum funding for each of the individual Cornerstone sites is set out in Appendix A, Cornerstone Initiative Sites: Funding and Service Levels. **The RFP comprises 25 separate competitions: one competition for each of the sites.** DYCD anticipates that a maximum of 25 contracts will be awarded. Contractors may subcontract some services to enhance their program design (see further below).

# Contractors may propose to offer Cornerstone programs at more than one of the designated Cornerstone Initiative sites but must submit a separate and complete proposal for each site/competition.

- The final total allocation amounts depend on the availability of funds and are subject to change.
- DYCD reserves the right to modify the allocations for each competition in the best interests of the City.
- DYCD reserves the right to award less than the full amount of funding requested by proposers.

The anticipated maximum annual price per participant is:

- Younger youth ages 5 through 12: \$2,800
- Older youth ages 13 through 21: \$1,300
- Adults ages 22 and older: \$ 600

#### **D.** Anticipated Payment Structure

For the first year of the contract, it is anticipated that the payment structure of the contracts awarded from this RFP will be based solely on line-item budget reimbursement, pursuant to a budget approved by DYCD. Beginning with the second year of the contract, DYCD reserves the right to retain up to 10 percent of the value of the contract pending achievement of the performance targets specified on page 13, Section III – Scope of Services. No payments shall be made nor funds applied to other uses. All contract payments are subject to audit.

#### E. Anticipated Contract Term

It is anticipated that the term of the contracts awarded from this RFP will be from January 1, 2010 to June 30, 2012, with an option for DYCD to renew for up to three additional years. DYCD reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

#### F. Minimum Qualification Requirements

There are no minimum qualification requirements for this RFP.

#### G. Subcontracting

Contractors may subcontract a percentage of the program services to create more robust programs, subject to the following conditions:

- 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.
- Subcontracted activities must be integrated with all components of the program design.
- All proposed subcontractors must be identified in the proposal and, prior to conclusion of contract negotiations, will be required to document not-for-profit status by submitting the documentation referenced in F, above.
- All subcontractors and subcontracts are subject to DYCD approval before expenses are incurred and payments made.

#### H. Regulatory Requirements

**Nondiscrimination.** 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.

**New York State School-Age Child Care (SACC) Regulations.** Programs serving 7 or more youth under age 13 may be subject to New York State SACC regulations and registration requirements. If SACC regulations apply, programs must be in compliance by program start date. (Programs that serve 6 or fewer children under age 13 are **not** subject to SACC regulations.) Proposers should consult the definitions in 18 NYCRR 413.2 to determine if such registration is required. The regulations may be accessed at <a href="http://www.ocfs.State.ny.us/main/childcare/regs/414\_SACC\_regs.asp">http://www.ocfs.State.ny.us/main/childcare/regs/414\_SACC\_regs.asp</a>.

**New York State Day Camp Regulations**. For programs serving ten (10) or more youth under age 13 during the summer, the contractor shall comply with applicable New York State Day Camp Regulations. Community-based organizations must submit completed applications for Summer Day Camp permits 60 days prior to Day Camp start date. Application forms may be picked up at the Department of Health and Mental Hygiene/ Licensing, 253 Broadway, 6<sup>th</sup> Floor (Telephone: 212 442-2626).

**Services provided primarily to NYCHA residents.** At least 51 percent participants served by the Cornerstone program contractor shall be NYCHA residents. The contractor shall submit monthly reports to DYCD to demonstrate compliance with this requirement, and, as necessary, develop and submit a plan for NYCHA approval to ensure such compliance.

#### Facilities/ADA Requirements.

- The Cornerstone program sites have been surveyed for compliance with the Americans with Disabilities Act (ADA) as indicated in Appendix A. At sites which are not now ADA-compliant, the contractor will be required to put into place DYCD-approved alternative measures, such as access to other suitable space and referrals to programs at other sites, to make activities accessible to people with disabilities. To consider such alternative measures, proposers are encouraged to visit sites at the times set out on page 6. The contractor will not be responsible for bringing a site into compliance with the requirements of the ADA.
- The contractor shall comply with all applicable fire, health, and safety standards at the Cornerstone program site.
- The contractor shall enter into a **written occupancy agreement** with NYCHA, a sample of which is attached (**see Appendix B**), for the period of the contractor's occupancy of the respective community center site(s).
- Upon the expiration of initial applicable warranty periods, if any, relating to any systems and equipment installed within a community center site by or for the benefit of the contractor, including, without limitation, closed circuit security cameras (CCTV), wiring used for high speed Internet access, HVAC and/or individual A/C units, the contractor must promptly procure and maintain service and maintenance contracts for the continuing operation of all such systems and equipment. NYCHA will continue to maintain health and safety systems that are required by applicable laws.

**Personnel Investigation/Arrest Notification.** The contractor must undertake appropriate background checks of all staff assigned to the Cornerstone program, including volunteers and staff of subcontractors and co-locators.<sup>4</sup> 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 Cornerstone program, whether funded directly by DYCD or otherwise. The contractor will be asked to verify the actual existence of claimed staff through an inspection by senior agency staff. 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. These regulations may include the requirement that all program staff (paid and volunteer) in programs serving youth under the age of 21 be

<sup>&</sup>lt;sup>3</sup>\_NYCHA will provide snacks and meals for youth ages 5 through 12 that contractors are required to provide under the SACC

Regulations pursuant to agreements with the New York State Department of Health and the United States Department of Agriculture. <sup>4</sup> Co-locators are organizations that, by agreement with the contractor, use space at the community center without charge for the purpose of providing free programming or services for NYCHA residents and others.

fingerprinted. Contractors shall comply with applicable State and federal regulations, including 42 U.S.C. §5119. It is anticipated that fingerprinting procedures will be developed by DYCD, the costs of which would be reimbursable under the contract as part of the unit price. Youth staff (paid and volunteer) who are 17 years old or younger and who are still attending school are not required to be fingerprinted.

Such regulations, policies, and procedures shall also determine whether individuals with criminal conviction histories may continue their employment in the Cornerstone program. In addition, the Cornerstone program shall report any conviction or subsequent arrest of any staff member (paid or volunteer) of which it becomes aware to DYCD.

Liability Insurance. The contractor shall maintain, at a minimum, the following insurance:

- Commercial general liability insurance of \$1 million per occurrence and \$2 million aggregate;
- Motor vehicle liability insurance of \$5 million, if applicable; and
- Workers' Compensation insurance, in accordance with City regulations.

Therefore, the contractor would demonstrate the possession of necessary insurance coverage by providing an **original** certificate of insurance naming DYCD, NYCHA, and the City of New York as additional insureds. DYCD will not release funds to any proposer awarded a contract until it has obtained the necessary insurance coverage.

#### SECTION III: SCOPE OF SERVICES

#### A. Goals and Objectives

The Cornerstone Initiative seeks to create vibrant, multi-generational community centers that are responsive to and reflect the needs of the neighborhood where the site is located. Its goals and objectives for participants of all ages are to:

- Ensure a safe, welcoming, and supportive environment;
- Promote healthy physical, emotional and social development;
- Facilitate access to health, mental health and other social services;
- Broaden horizons and foster appreciation for diversity;
- Foster life-skills that encourage leadership and social responsibility;
- Develop engaging programs for adults that include learning opportunities and recreation;
- Engage youth in project-based activities that offer tangible benefits;
- Give youth "choice" and "voice" in the design and implementation of program activities; and
- Provide intergenerational activities and encourage parental involvement and community engagement.

#### B. DYCD's Assumptions Regarding Organizational Capability

- The contractor would be a tax-exempt organization and incorporated as a not-for-profit in New York State.
- The contractor would be fiscally sound and capable of managing the proposed program.
  - The contractor's Board of Directors would remain free of conflicts and exercise active oversight of:
    - program management, including regular reviews of executive compensation, audits, and financial controls;
      program operations and outcomes.
- The contractor would have the capacity to integrate the proposed program into its overall operations.
- The contractor's internal monitoring system would be effectively used to identify program, 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 an effective computerized system for data collection and management that meets the following specifications:
  - Microsoft Internet Explorer 6 or greater 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 has access to computers and the Internet.
- If the proposer submitted multiple proposals in response to this RFP, the contractor would have the programmatic, managerial, and financial capability to operate all programs simultaneously.

#### C. Agency Assumptions Regarding Program Approach

#### 1. Target Population/Service Levels/Site Operation Hours

#### Target population

The Cornerstone programs would target younger youth (ages 5 through 12), older youth (ages 13 through 21), and adult residents 22 years and over.

#### Service Levels

See Appendix A, Cornerstone Initiative Sites: Funding and Service Levels, for anticipated service levels in each age category at each site.

- Service levels for younger youth ages 5 through 12 reflect the *maximum* numbers allowed under the SACC regulations.
- Service levels for older youth and adults are the *minimum* numbers to be served.
- In the case of adults, the minimum number to be served will vary between 50 and 100 depending on the size of the site (see further below under "*Performance Targets*").

#### Hours of Operation

The Cornerstone programs would operate **year-round**, Mondays through Fridays and on one weekend day. The contractor would be responsible for managing the site during the "community center operating hours" and for providing youth programming during the "core service hours for youth programming," both of which are set out below. Subject to space and safely limitations, contractors may schedule activities simultaneously for different age groups. Additional Cornerstone activities outside the specified operating hours are allowed.<sup>5</sup>

#### Community Center Operating Hours

School year (36 weeks, M-F)	2pm to 10pm	1440 hours
School closing days <sup>6</sup> (20 days)	8am to 6pm	200 hours
<b>Summer</b> $^{7}$ (8 weeks M-F)	8am to 6pm	400 hours
Either Saturday or Sunday year-round	10am to 5pm	364 hours
(52 days)		
Core Service Hours for youth programming		
Younger Youth ages 5 through 12 years		
School year (36 weeks, M-F)	3pm to 6pm	540 hours
School closing days (20 days)	8am to 6pm	200 hours
Summer (8 weeks, M-F)	8am to 6pm	400 hours
Older Youth ages 13 through 21 years		
13 through 15 years	6pm to 10pm on weekdays	200 hours
16 through 21 years	6pm to 10pm on	165 hours

#### Adult Program Hours

There are no prescribed minimum hours for adult programming.

#### Pre-existing Programming

Following award of contracts, any pre-existing programming at the site that is funded through non-DYCD sources but scheduled to take place during the DYCD contractor's operating hours will be assessed by the new contractor to determine whether such programming can be integrated into the Cornerstone program.

weekdays

#### 2. Contractor and Staff Qualifications/Experience

- The contractor would be a **not-for-profit organization** with at least <u>5 years experience</u> providing services to youth and families <u>at least 3 years providing such services in the neighborhood where the proposed Cornerstone Initiative site is located</u>.
- The contractor would have a history of successful linkages with community-based organizations and agencies in the neighborhood that enriched services to youth and families and created effective referral networks.
- The program director would have at least a <u>bachelor's degree</u> plus <u>5 years experience</u> working in a youth-serving program of comparable size with at least <u>2 years</u> in a supervisory/managerial position

<sup>&</sup>lt;sup>5</sup> The contractor would be responsible for making appropriate arrangements with NYCHA for such activities. The foregoing notwithstanding, NYCHA will retain its right, at its discretion, to program the use of the community center site outside the DYCD contractor's hours of operation.

<sup>&</sup>lt;sup>6</sup> As defined by the New York City Department of Education.

<sup>&</sup>lt;sup>7</sup> From July 1 through August 31.

- Key staff would have an understanding of the neighborhood where the proposed site is located through prior work experience or other connections (*e.g.*, engagement in community activities).
- Key staff other than the program director, whether paid staff or volunteers, would be qualified for their assigned tasks and have appropriate experience and expertise to be able to successfully implement the program and effectively train and supervise junior staff and volunteers. In particular, staff supervising homework help for younger youth would have the necessary literacy and numeracy skills and the knowledge needed to provide participants with appropriate assistance in accordance with the curricula and instructional approaches of the schools attended by participants. Staff implementing activities for older youth would have experience delivering project-based activities that successfully engage teenagers and young adults. Staff responsible for adult programming would have the experience and skills needed to provide, lead or coordinate such activities including effective managerial and communication skills.
- All program staff would be culturally competent. They would be familiar with the neighborhood in which the community center is located, demonstrate an appreciation for and sensitivity to diverse languages, cultures, traditions, and family structures, and integrate this knowledge into service delivery.

#### 3. Staffing

- The contractor's staffing plan would be appropriate for the delivery of services to program participants.<sup>8</sup> •
- The program director would be a full-time employee with full responsibility for administration of programming at the site.
- The contractor would identify the program director in advance of proposal submission and include his/her resume as an attachment to the proposal.
- The contractor would ensure that all staff are appropriately qualified and trained in areas that include, but would not be limited to: youth, family, and community development, neighborhood priorities, services for youth and adults with disabilities, and cultural competence.
- All staff would receive training on "Core Competencies for Youth Work Professionals" developed by DYCD.<sup>9</sup> In . addition, the contractor would provide program staff with information on the Family Development Training and Credentialing Program (FDC) and, where appropriate, refer staff for training. Paid staff members are eligible for scholarships to FDC, offered through DYCD.
- The contractor would be responsible for staffing a reception desk at the community center where participants and others would be signed in and out during program open hours.
- The contractor would be responsible for oversight of the community center facilities and ensuring access by colocators and others scheduled to provide services for adults during program operating hours.
- DYCD encourages contractors to recruit and hire NYCHA residents as program staff. Contractors would have a . strategy for recruiting NYCHA residents as staff.

#### 4. **Facility Management**

- The contractor would have use of the community center at no cost during operating hours. Under no • circumstances would the contractor charge others for use of the space.
- NYCHA will equip the community center sites with **CCTV** and wiring for high-speed internet service, and HVAC and/or individual A/C units. Upon the expiration of initial applicable warranty periods, if any, relating to such systems and equipment installed by or for the benefit of the contractor within a community center site, the contractor would promptly procure and maintain service and maintenance contracts for the continuing operation of all such systems and equipment, including ongoing service and maintenance of high speed Internet service at the site. NYCHA will continue to maintain health and safety systems that are required by applicable laws.
- The contractor would report all concerns relating to health and safety to the NYCHA authorities and DYCD in a timely manner to ensure that facilities and equipment at the community center meet requirements.
- The contractor would develop a written Security Plan in coordination with the NYCHA authorities and the local police precinct. The Security Plan would detail emergency procedures and means by which the safety and security

The Core Competencies for Youth Workers are posted on the agency's website at

<sup>&</sup>lt;sup>8</sup> Note that the SACC Regulations require minimum staff/participant ratios of 1 staff member for every 10 participants in the case of youth ages 5 through 9, and 1 staff person for every 15 participants for youth ages 10 through 12.

http://www.nyc.gov/html/dycd/downloads/pdf/core competencies for yw professionals.pdf

of participants, staff, the program site, and NYCHA property would be maintained during the hours of operation of the program, including information about first aid and CPR training, and evacuation procedures. **The Security Plan would require the approval of DYCD and NYCHA**.

- The contractor would issue photo identification cards for all Cornerstone participants and staff (paid and unpaid) and require all staff to be clearly identifiable as staff, through distinctive clothing such as T-shirts or other means.
- For the purpose of conducting business with DYCD, the contractor would provide broadband computer access at the site, maintain internet service and email addresses for the executive director and the Cornerstone program director. Prior to the contract start date, DYCD will provide detailed specifications of system requirements.
- The contractor would undertake routine cleaning of the community center at the end of each day of operation and be responsible for routine cleaning and maintenance of equipment at the site owned by the contractor or purchased with DYCD funds under the contract.
- NYCHA would be responsible for "building systems" maintenance *i.e.*, for regular daily custodial services, and for maintenance of structural elements and building systems relating to and serving the entire building containing the community center site.
- NYCHA would be responsible for payment of utility bills including electricity, heat, water, telephone and cable services.

#### 5. Cornerstone Community Advisory Board

Each DYCD Cornerstone contractor would create an advisory board at each community center (the Cornerstone Community Advisory Board) as the primary mechanism for obtaining community input and leveraging resources for the respective Cornerstone program. Each Advisory Board would consist of at least 15 members, including at least two (2) NYCHA residents from the community center (including parents and Resident Council members), a NYCHA staff person, at least one (1) representative from the contractor, and other community representatives, including school personnel, social service providers, youth advocates and representatives of the local police precinct, faith-based organizations, civic associations and businesses. The Cornerstone Community Advisory Board would meet at least quarterly at the community center and maintain a record of proceedings.

#### 6. Linkages

Prior to proposal submission, all contractors would establish effective linkages that would contribute to the creation of programs responsive to the needs of the local community. In particular, each contractor would establish linkages with local schools, healthcare providers, law enforcement, and other community-based service providers to enrich program services and maintain a referral network for participants. All linkages would be documented through Linkage Agreements (**Attachment 4**).

#### 7. Tracking/Reporting and Performance Targets

#### Tracking/Reporting Requirements

The contractor would be responsible for meeting DYCD's reporting and tracking requirements, whether or not the activities are provided by the contractor or a sub-contractor or co-locator. In accordance with these requirements, and using DYCD Online, an electronic database developed by DYCD that uses web-based reporting and tracking software, all Cornerstone contractors would track and report the following data:

- Enrollment and participation of youth of all ages in programming.
- Number of youth and adults attending large-scale community events.
- Number of adults ages 22 and older who attend any Cornerstone program activities on two or more occasions.

DYCD will provide training for contractors on how to use DYCD Online.

#### Performance targets

Using DYCD Online, the electronic database developed by DYCD, the contractor would demonstrate compliance with required minimum service levels and hours of participation.

#### Youth

Performance targets would be defined by **participation rates** and would vary according to the age of participants, as follows:

- Younger youth 5 through 12 years: 80 percent
- Youth ages 13 through 15 years: 75 percent
- Youth ages 16 through 21 years: 70 percent

#### Adults

Performance targets would be defined by **enrollment numbers** and would vary according to the size of the Cornerstone site, as follows:

٠	Small sites (under 10,000 square feet):	50 participants
•	Medium sites (10,000 to 18,000 square feet):	75 participants
•	Large sites (18,000 square feet or greater):	100 participants

# The above performance targets would be phased in as follows, using minimum enrollment numbers<sup>10</sup> and participation rates:

- <u>January to June 2010</u>: DYCD will not impose penalties if contractors fail to meet their minimum enrollment numbers or participation rates.
- July 1, 2010 to June 30 2011: DYCD reserves the right to withhold up to 10 percent of the value of the contract pending achievement of a participation rate of 80 percent for younger youth 5 through 12 years and the specified minimum enrollment numbers for older youth ages 13 through 21 years and adults.
- <u>From July 1, 2011</u>: DYCD reserves the right to withhold up to 10 percent of the value of the contract pending fulfillment of the specified performance targets for all youth and adults.

#### Outcomes

If required by DYCD, the contractor would administer DYCD outcomes surveys to youth participants in collaboration with DYCD administrators or external evaluators or both. The contractor would also prepare and submit quarterly and final reports detailing enrollment and participation figures, demographic information, and participant outcome achievement for both children and adults. Should funds become available for an outside evaluator to assess the effectiveness of the program, the contractor would be required to participate in the evaluation process.

#### 7. Core Program Components of Cornerstone Programs

#### a) <u>Youth Programs</u>

The Cornerstone youth programs would offer a variety of engaging, age-appropriate activities that would meet DYCD's youth development goals and objectives. The programs would present participants with challenging activities, stimulate their imaginations, and take them beyond the confines of their immediate environment. They would help youth develop specific competencies, provide concrete benefits, and foster a culture of learning, good work habits, pro-social norms, and personal responsibility. Each year, every Cornerstone program would adopt an overarching theme as a framework for a rich menu of project-based activities.

#### Theme-Based Approach

Each Cornerstone program would frame its planned activities within an overall theme that would maintain the interest of NYCHA youth. The theme would inspire the contractor to create a more compelling and rewarding set of inter-related activities that have focus, structure and clear goals.<sup>11</sup> (See **Appendix C** for examples of themes and related activities.)

<sup>&</sup>lt;sup>10</sup> Minimum enrollment numbers for each age group will vary by site and are shown in Appendix A.

<sup>&</sup>lt;sup>11</sup> The underlying rationale for the theme-based approach to programming for youth lies in research that has identified four key characteristics of after-school programs that achieve positive outcomes for their participants. Known by the acronym "SAFE," these key program features are: (1) *Sequential* – activities linked over several days (as distinct from unstructured drop-in opportunities); (2) *Active*– youth are actively involved in shaping the program rather than being passive recipients of services; (3) *Focus* – programs have specific elements and build in enough time for development of personal or social skills; (4) *Explicit* – programs identify which skills

The Cornerstone contractor would propose a theme to members of the Cornerstone Community Advisory Council and explain how it would shape program activities for youth of different ages and what advantages it would bring. The contractor would subsequently canvass opinion and solicit input on how the theme approach was working in practice and seek suggestions for a theme for the following program year.

#### **Project-Based Activities**

Project-based activities involve participants in sustained, cooperative endeavors that result in a specific end-product, event or other tangible benefit. Such activities provide a bridge to academic learning without replicating the school day. They strengthen teamwork, problem-solving, communication, and academic skills and give students a sense of accomplishment.

The Cornerstone project-based activities would be explicitly designed to strengthen literacy, numeracy and other core academic skills. In the case of older youth, they would provide opportunities to learn and practice the kinds of skills that increase chances of success in high school and in the labor market. Regardless of the program's adopted theme, the contractor would be free to incorporate a wide variety of skill-building activities including reading and writing, word games, quizzes, group discussions/debates, arts and drama performance, videos, outings to museums and parks, and trips outside the City.

#### **Outreach and Recruitment**

All Cornerstone contractors would have effective strategies for recruiting and enrolling youth in the program. Such strategies would include active outreach and marketing and dissemination of information about program activities to youth, their parents, NYCHA residents, members of the Cornerstone Community Advisory Council, local schools, churches and other community-based organizations. Outreach to older youth might include drop-in activities to attract participants and posting information about the program on social networking websites.

#### Youth Councils

All Cornerstone youth programs would have **Youth Councils** to ensure a strong youth voice in the selection, development, and implementation of program activities. The Youth Council would, particularly in the case of older youth, offer opportunities for participants to gain a sense of empowerment, independence, and confidence through development of leadership, teamwork and communication skills. Contractors would encourage Youth Council members to play an active role in selecting a theme and related activities for the following program year as well as suggest ways to improve the current year program.

#### Activities for Younger Youth (ages 5 through 12)

All Cornerstone programs would set aside sufficient time for children to complete homework assignments in a quiet, supportive environment. Staff supervising homework time would be appropriately qualified and familiar with the curricula and instructional approaches of the schools attended by program participants. In addition, they would offer young youth a variety of age-appropriate project-based activities linked, as far as possible, to the program's adopted theme.

#### Activities for Older Youth (ages 13 through 21)

Programming would comprise structured, age-appropriate project-based activities that reflect the interests and priorities of older youth: those ages 13 through 15 and those ages 16 through 21. Planned project activities would be sequenced, have specific goals, and be linked to the program's adopted theme. Youth ages 13 through 15 years would be expected to particulate for a **minimum of 200 program hours per year**. Youth ages 16 through 21 would be expected to participate for a **minimum of 165 hours per year**. The Cornerstone contractor would be able to schedule programming for older youth year-round, on weekdays after 6pm and on Saturdays and Sundays.

All projects for older youth would focus on skill-building and deliver a tangible end-product designed to give participants a sense of achievement. Examples of end-products might include completion of a mural or a work of art; creation of a documentary video, a comic book or a magazine; participation in a dance or drama performance; completion of a community survey or other type of community service project; attainment of high school or college credits, admission to college, or job placement. As long as they contribute to the achievement of project goals, the contractor would be able to

they should seek to develop. See, *e.g.* Joseph A. Durlak\_& Roger P. Weissberg: The Impact of After-School Programs That Promote Personal and Social Skills <u>http://www.casel.org/downloads/ASP-Full.pdf</u>

incorporate a wide variety of approaches in its program design. Examples of approaches might include service learning, peer tutoring, discussion groups, workshops, visits to cultural institutions, campus outings, and special presentations.

#### b) Adult Programs

To create a welcoming, multigenerational community center, each Cornerstone program would offer a range of attractive and relevant services for adults age 22 and over, based on residents' preferences and priorities. The Cornerstone contractor would provide the adult programming directly or indirectly, in collaboration with co-locators, resident groups, and subcontractors. The Cornerstone contractor would be responsible for the overall coordination of the activities for adults. Accordingly, the contractor would be responsible for identifying and liaising with co-locators and residents interested in scheduling activities for adults at the community center. Subcontractors could also be hired to provide some adult activities. Subject to space and safety limitations, programming for adults could take place at any time during or (by arrangement with NYCHA) outside the contractor's operating hours.

Adult programs could include a wide variety of activities such as healthy living/fitness, ESOL,<sup>12</sup> GED,<sup>13</sup> and computer training classes; job readiness and job-seeking workshops; gardening, cooking, and craft (*e.g.*, knitting, sewing) classes; and informational sessions on local and citywide resources for adults on broad range of topics (*e.g.*, career development, financial literacy, eligibility for social benefits, parenting skills and healthy relationships).

#### c) Community Events

The contractor would hold at least two large-scale community events per year. These events would be designed to engage youth, parents and other NYCHA residents. Older youth would take on leadership roles in the planning and implementation of these events. The events would showcase Cornerstone programs and participant achievements.

#### D. 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 name 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 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 DYCD and will be given four calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to DYCD. 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 not later than five days from the date of mailing or upon delivery, if delivered.** 

<sup>&</sup>lt;sup>12</sup> English for Speakers of Other Languages.

<sup>&</sup>lt;sup>13</sup> Tests of General Educational Development.

#### SECTION IV: FORMAT AND CONTENT OF THE PROPOSAL

**Instructions**: Proposers should provide all information requested in the format below:

- The proposal, including attachments if appropriate, should be typed on both sides of 8<sup>1</sup>/<sub>2</sub>" 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 12 pages (6 sheets front and back), excluding requested attachments.
- The proposal should include a Table of Contents, placed directly following the Proposal Summary Form.
- The City of New York requests that all applications be submitted on paper with no less than 30 percent post consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency. (For any change to that standard please consult: <a href="http://www.epa.gov/cpg/products/printing">http://www.epa.gov/cpg/products/printing</a>. htm.)

#### A. Proposal Format

#### 1. Proposal Summary Form

The Proposal Summary Form (Attachment 1) transmits the proposal package to DYCD. It 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.

Organizational Capability (Preferable page limit: 3 pages, excluding requested attachments)

Demonstrate the proposer's organizational capability (programmatic, managerial, and financial) to carry out the program described in Section III-1 Scope of Services. Specifically, include the following:

- Describe the active oversight of the Board of Directors in (a) program management, including regular reviews of executive compensation, audits, and financial controls, and (b) program operations and outcomes.
- Complete and submit with the proposal the Corporate Governance Certification (Attachment 2).
- Describe the steps that will be taken to ensure that program operations begin by January 1, 2010.
- Demonstrate the organization's capability to integrate the proposed program into its overall operation. Attach an organizational chart for the proposer's organization and the proposed program. Describe how the proposed program and program staff will relate to the overall organization.
- Describe the organization's internal monitoring system and demonstrate its effectiveness in identifying program, personnel, and fiscal issues.
- Describe the quality improvement protocol that the contractor would implement to ensure continuous improvement of program delivery and participant outcome achievement.
- Describe the computerized system for data collection and management and demonstrate that system meets the specifications set out in Section III –Scope of Services.
- If the proposer is required to file with the Federal Office of Management and Budget pursuant to Circular A-133, attach a hard copy of the latest report filed with that office, indicating the period covered. If not, provide as an attachment the most recent audit or audited financial Statement 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.
- Indicate whether or not the proposer has submitted more than one proposal in response to this RFP. If so, demonstrate the organization's capability (programmatic, managerial, and financial) to successfully provide all the proposed programs, as indicated on the Proposal Summary (Attachment 1), concurrently.

*Experience* (Preferable page limit: 5 pages, excluding requested attachments) Describe in detail the successful relevant experience of the proposer and its key staff.

• Describe the successful, relevant experience of the **proposer** providing services to youth ages 5 to 21, including experience providing such services in the neighborhood where the proposed Cornerstone Initiative site is located. Where possible, provide quantitative data relating to enrollment and performance targets demonstrating outcomes that met or exceeded funders' expectations.

- Demonstrate the proposer's history of linkages with community-based organizations and other community entities that enriched its services it provided to youth and adults and created effective referral networks.
- Describe the successful, relevant experience of the **key staff** within the past 5 years in providing services to youth ages 5 to 21 years. Where possible, provide quantitative data relating to enrollment and performance targets demonstrating outcomes that met or exceeded funders' expectations.
- Attach the resume of the person identified for the position of **program director**.
- Attach resumes for other **key staff** already identified; for other key staff positions, attach job descriptions showing the required qualifications.
- Attach a list of **at least 2 relevant references from funding sources** other than DYCD, including the name of the reference entity, and a brief statement describing the relationship between the proposer or proposed subcontractor, as applicable, and the reference entity. Indicate the name, title, and telephone number of a contact person at the reference entity for the proposer and each proposed subcontractor, if any. If there are no funding sources other than DYCD, other relevant references may be listed.
- Attach **up to 3 letters of support** from key stakeholders in the community surrounding the proposed site.

#### *Program Approach* (Preferable page limit: 10 pages, excluding requested attachments)

Describe in detail how the proposer will provide the proposed activities and services and demonstrate that its approach will fulfill the program goals set out in Section III-Scope of Services.

Specifically, cover the following areas:

#### Target Population

- State the number of participants *in each age* category that the proposer will serve annually.
- Describe the proposer's strategy for recruiting and enrolling youth and adults in the Cornerstone program.

#### Staffing/Staff Training

- State the proposed number of salaried and non-salaried (if any) staff positions that will be utilized to provide the Cornerstone program and demonstrate that the staffing plan will be sufficient to meet the requirements of the SACC regulations and for effective program implementation.
- Demonstrate by reference to resumes for staff already identified and job descriptions for staff not yet identified that the program director and other key staff will have the minimum qualifications (credentials and experience) specified in Section III Scope of Services of the RFP.
- Describe the proposer's strategy for recruiting staff from among residents of the NYCHA development where the community center is located.
- Describe the staffing pattern, indicating the relationship among supervisors, line staff, and volunteers.
- Describe how the proposer will ensure that all staff are appropriately trained for their assigned roles as indicated in Section III- Scope of Services, including cultural competency and the "Core Competencies for Youth Work Professionals" developed by DYCD. Specifically address how the proposer will ensure effective training and supervision of junior staff.
- Describe the proposer's staffing strategy in relation to resource coordination, scheduling, and oversight of programming for adults.

#### Facility Management

- For community center facilities which are not in compliance with the ADA Accessibility Guidelines for Buildings and Facilities (see Appendix A), describe how the proposer will make services accessible to persons with disabilities through alternative measures such as access to other suitable space and referrals to programs at other sites.
- Describe the security measures, including emergency procedures, that will be used at the community center and demonstrate how they will ensure a secure and safe environment for program activities and the safety of program participants.

#### Advisory Board

• Identify the local stakeholders the proposer intends to recruit as members of the Cornerstone Community Advisory Board and explain how their membership will benefit the community center.

• Describe the strategy the proposer will employ to recruit members of the Cornerstone Community Advisory Board.

#### Consultant/Subcontractor Services

Describe the nature of any consultant or subcontractor services and how they will contribute to successful implementation of the program. Indicate the scope of the consultant or subcontract agreement and the identity of the consultant or subcontractor.

#### Themes and Related Project-Based Activities

- State the proposed theme that will provide the framework for youth programming activities and community events during the first program year. Explain why this theme will sustain the interest of youth in the program at the proposed Cornerstone Initiative site.
- Describe planned procedures for identifying future themes through community input.

#### Programming for Younger Youth

- Describe how much time will be set aside for participants to complete homework assignments.
- State the number of staff who will be assigned to supervise homework time and their qualifications. Attach resumes for staff already identified and job descriptions for staff not yet identified to demonstrate their suitability to provide homework help.
- Describe the proposed project-based activities and explain how they relate to the theme. Specify the anticipated end product that will result from the activities.
- Describe the kinds of choices that will be offered to participants and the mechanisms that will be created for youth input into the design of activities.
- Describe and explain the rationale for the anticipated length of each sequence of planned activities.
- Complete the Project-based Activity Plans for Youth (Attachment 3) and submit with proposal.

#### Programming for Older Youth

- Describe the proposed project-based activities and how they relate to the chosen theme. Specify the anticipated end product(s) that will result from the activities.
- Describe the kinds of choices that will be offered to participants and the mechanisms for youth input into the design of the activities.
- Describe and explain the rationale for the anticipated length of each sequence of activities.
- Complete the Project-based Activity Plans for Youth (Attachment 3) and submit with proposal.

#### Programming for Adults

- Describe how the proposer will assess the preferences and priorities of NYCHA residents for adult programming.
- Describe how the proposer will create an engaging menu of activities for adults that reflects their needs and interests.
- Describe the strategies that the proposer will use to identify and recruit suitable co-locators (if any) to provide adult programming that will not be provided directly by the contractor, a subcontractor, or NYCHA residents.

#### Community Events

- Describe two proposed community events and demonstrate how they will engage youth, parents, and other NYCHA residents.
- Describe the role of older youth in planning and implementing community events.
- Describe how the community events will show-case the Cornerstone program and participant achievements.

#### Linkages

- Describe how the proposed linkages will contribute to the creation of a lively community center offering programs and services that are relevant to the neighborhood and attractive to participants in all age groups.
- Identify and describe each proposed linkage with other service providers and demonstrate how each linkage will help achieve DYCD's goals and objectives set out in Section III- Scope of Services of the RFP.
- Complete and attach a Linkage Agreement Form (Attachment 4) for each proposed linkage.

#### B. 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 Summary Form and the Budget Justification.

- Completed Proposal Budget Summary Form (Attachment 5) for a 12 month contract period.
- Budget Justification (Preferable page limit: 3 pages)

Justify how requested funds would be used to deliver program services. Proposers should ensure that the budget and budget justification are consistent with the proposed program. Specifically, justify the expenses under each major budget category by addressing the points listed below.

#### Personnel Services

• List each position (full time and part time) and salary included in the funding request, and indicate which resume or job description is intended to fill that position.

#### Non-staff Services (as applicable)

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

#### Other Than Personnel Services (as applicable)

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

#### C. Other Required Document

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

#### D. Acknowledgment of Addenda

The Acknowledgment of Addenda (**Attachment 8**) serves as the proposer's acknowledgment of the receipt of addenda to this RFP that may have been issued by DYCD prior to the Proposal Due Date and Time, as set forth in Section I (C) above.

#### E. Proposal Package Contents ("Checklist")

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

1. A sealed inner envelope labeled "Program Proposal," containing **one** <u>**original**</u> set <u>and</u> four (4) <u>**duplicate**</u> sets of the documents listed below in the following order:

- Proposal Summary Form (Attachment 1)
- Program Proposal
  - > Narrative
  - > The Corporate Governance Certification (Attachment 2)
  - > References for the Proposer and, if applicable, each subcontractor
  - Resumes and/or Description of Qualifications for Key Staff Positions
  - Letters of Support
  - Organization Chart
  - > Audit Report or Certified Financial Statement or a Statement as to why no report or Statement is available
  - Project-based Activity Plans for Youth (Attachment 3)
  - Linkage Agreement (s) ( Attachment 4)
- Price Proposal
  - Proposal Budget Summary Form (Attachment 5)
  - Budget Justification Narrative
- Acknowledgement of Addenda (Attachment 7)

2. In a sealed, inner envelope, one <u>original</u> 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 deliver to Daniel Symon, Agency Chief Contracting Officer, Office of Contract Procurement. Label the envelope with the proposer's name and address, Cornerstone Initiative, PIN 26010CORNRFP, 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 requirements of this RFP. Proposals which DYCD determines to be nonresponsive will be rejected. DYCD's Evaluation Committees will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. DYCD reserves the right to conduct site visits, to conduct interviews, or to request that proposers make presentations, as deemed applicable and appropriate. Although DYCD may conduct discussions with proposers submitting acceptable proposals, it 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

All proposals from all proposers, including current contractors of DYCD, will be evaluated according to the following criteria only.

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

#### C. Basis for Contract Award

Contracts will be awarded to the responsible proposers whose proposals are determined to be the most advantageous to the City, taking into consideration the price, program design, staff quality, capacity and such other factors or criteria which are set forth in this RFP. Within each competition pool, proposals will be ranked in descending order of their overall technical scores and a competitive range of technically viable proposals will be established. Proposals not within the competitive range will not be further considered. Awards will be based on the highest rated proposals that are technically viable and whose total DYCD funding request does not exceed the maximum set forth in the RFP. In the case that a proposer is eligible for more than one contract award from this RFP, DYCD reserves the right to determine, based on the proposer's demonstrated organizational capability and the best interests of the City, respectively, how many and for which program(s) the proposer will be awarded a contract, and at what level of services and dollar value.

Contract award shall be subject to:

- Demonstration that the proposer organization is tax-exempt and incorporated as a not-for-profit in New York State. Compliance will be shown by submission of a copy of the exemption certificate demonstrating that the proposer is classified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, <u>and</u> a copy of the Certificate of Incorporation issued by the State Department of State.
- Demonstration of compliance with the New York City Comptroller's Office mandate that all contractors have the insurance specified in Part II, General Provisions Governing Contracts with Directly and Indirectly Funded Contract Agencies, and including coverage of NYCHA. A contractor can either buy into the City Centralized Insurance Program (CIP) or purchase its own commercial liability insurance, workers compensation insurance, and, if applicable, unemployment insurance, motor vehicle liability insurance, and professional liability insurance. Compliance will be shown by submission of a certificate of insurance naming the City, DYCD, and NYCHA as additional insureds.
- Timely completion of contract negotiations between the agency and the selected proposer.

#### SECTION VI - GENERAL INFORMATION TO PROPOSERS

**A.** <u>Complaints.</u> 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.** <u>Applicable Laws.</u> 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. <u>General Contract Provisions.</u> 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 Human Services Contracts" 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.** <u>Contract Award.</u> 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; submission by the proposer of a NYCHA application for space usage and a NYCHA Not-For-Profit Organization questionnaire; 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.** <u>**Proposer Appeal Rights.**</u> 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.** <u>Multi-Year Contracts.</u> 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. <u>Prompt Payment Policy</u>. 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.** <u>Prices Irrevocable.</u> 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. <u>Confidential, Proprietary Information or Trade Secrets.</u> 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. <u>RFP Postponement/Cancellation</u>. The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

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

#### L. Charter Section 312(a) Certification.

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

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 an NYC-FMS Vendor Application - Call (212) 857-1680

## <u>APPENDIX A</u>: Cornerstone Initiative Sites\*: Funding and Service Levels

### **RFP TITLE: CORNERSTONE INTIATIVE**

#### PIN: 26010CORNRFP

	Number of Participants <sup>14</sup>								
Borough	Site Name	Address	Zip Code	Square Footage	5-12 years	13-15 years	16-21 years	Over 21 yrs	Annual Budget
Brooklyn	Louis H. Pink	2702 Linden Boulevard	11208	7,800	30	30	50	50	\$218,000
Brooklyn	Cypress Hills	475 Fountain Avenue	11208	10,564	45	45	75	75	\$327,000
Brooklyn	Marlboro	2298 West 8th Street	11223	7,550	59	59	85	50	\$382,400
Brooklyn	David G. Farragut**	228 York Street	11201	16,637	50	50	75	75	\$347,500
Brooklyn	Bay View	5955 Shore Parkway	11236	21,000	80	80	115	100	\$537,500
Brooklyn	Bushwick/Hylan**	50 Humboldt Street	11206	3,985	65	65	100	50	\$426,500
Brooklyn	Sumner	862 Park Avenue	11206	3,500	43	43	60	50	\$284,300
Brooklyn	Surfside	2923 West 28th Street	11224	12,000	60	60	90	75	\$408,000
Brooklyn	Raymon V. Ingersoll	177 Myrtle Avenue	11201	18,000	80	80	120	100	\$544,000
Brooklyn	Taylor-Wythe	80 Clymer Street	11211	7,200	40	40	60	50	\$272,000
Bronx	Edenwald**	1150 East 229th St	10466	7,335	40	40	60	50	\$272,000
Bronx	Soundview**	1680 Seward Avenue	10473	9,225	64	64	95	50	\$415,900
Bronx	Bronx River	1619 East 174th St	10472	12,005	90	90	130	75	\$583,000
Bronx	Eastchester Gardens	3016 Yates Avenue	10469	13,549	60	60	80	75	\$395,000
Bronx	Dr.RamonE.Betances VI	465 St. Anne's Avenue	10455	26,000	125	125	186	100	\$814,300
Manhattan	Polo Grounds	2975 Eighth Avenue	10039	22,000	110	110	170	100	\$732,000
Manhattan	JamesWeldon Johnson	1833 Lexington Avenue	10029	23,706	110	110	170	100	\$732,000
Manhattan	Dyckman**	3782 Tenth Avenue	10034	3,703	30	30	55	50	\$224,500
Manhattan	Two Bridges (URA)**	286 South Street	10002	2,600	38	38	55	50	\$257,300
Queens	Ravenswood**	35-40 21st Street	11106	5,708	40	40	60	50	\$272,000
Queens	Ocean Bay**	57-10 Beach Channel Dr.	11692	12,400	84	84	120	75	\$545,400
Queens	Redfern**	1544 Hassock Street	11691	4,500	32	32	50	50	\$226,200
Queens	South Jamaica II**	109-04 160th Street	11433	4,110	36	36	50	50	\$242,600
Queens	LewisH.Latimer Gardens	34-30 137th Street	11354	12,670	50	50	80	75	\$354,000
Staten Island	Stapleton	210 Broad Street	10304	21,000	90	90	130	100	\$598,000

\* Shading indicates a site under construction or renovation.

\*\* Indicates sites not in compliance with the Americans with Disabilities Act.

<sup>&</sup>lt;sup>14</sup> Service levels for younger youth ages 5 through 12 indicate the *maximum* numbers allowed under the SACC regulations; service levels for older youth and adults indicate the *minimum* numbers to be served.

### <u>APPENDIX B</u>: Sample Non-Exclusive, Temporary, Revocable License Agreement

#### **RFP TITLE: CORNERSTONE INTIATIVE**

#### PIN: 26010CORNRFP

**IT IS HEREBY AGREED**, as of the [] day of January 2009 (the "**Effective Date**") between the **NEW YORK CITY HOUSING AUTHORITY**, a public benefit corporation organized pursuant to the laws of the State of New York, having an office at 250 Broadway, New York, New York 10007 (the "**Authority**"), and [], a [] organized pursuant to the laws of the State of [], having its principal place of business at []] (the "**Licensee**") (the Authority and the Licensee are collectively referred to as the "**Parties**" and each, individually, as a "**Party**"), in consideration of the mutual promises contained herein and subject to the terms and conditions set forth in this non-exclusive, temporary revocable license agreement (the "**License Agreement**"), that:

1. **Grant of License.** Licensee shall be granted a non-exclusive, temporary, revocable license to access and to enter upon portions of a public housing development owned by the Authority (the **"License"**) known as [

] Houses (the "**Development**"), such portions being known as and located at [ ] County Block [ ], Lot [ ] and more particularly described and reflected by the cross-hatched area of **Exhibit A** hereto (the "License **Area**"). The sole purpose for this License is to permit access to the License Area to allow the Licensee, and its employees and subcontractors specifically retained therefore, to deliver certain Youth and Community services more particularly set forth in the \_\_\_\_\_ Provider Agreement between Licensee and the New York City Department of Youth and Community Development ("DYCD") dated \_\_\_\_\_\_ a copy of which is attached hereto as <u>Exhibit B</u> and made a part hereof (the "**Permitted Use**").

This License Agreement, when fully executed by both Parties hereto, shall constitute the agreement by which the Authority grants the License to the Licensee in order that the Licensee may perform the Permitted Use by accessing the License Area. This License Agreement is intended to define the duties and responsibilities of the Licensee to ensure that the Licensee performs the Permitted Use in a manner that will not negatively impact the License Area or the Development and that ensures the safety of the Authority's employees and the Development's residents (the "Authority Residents").

2. **Term.** The Authority hereby agrees that, subject to the terms and conditions set forth in this License Agreement, the Licensee shall be granted the License to access the License Area on a non-exclusive basis for the sole purpose of performing the Permitted Use. The term of this License Agreement shall be for a period of [TBD] months commencing on [TBD] (the "**Commencement Date**") and ending on [TBD] (the "**Expiration Date**") (hereinafter, the interim period between the Commencement Date and the Expiration Date is referred to as the "**Term**"), or ending on such earlier date on which this License Agreement and the License granted hereunder is terminated or revoked, as herein provided.

3. Access. Licensee's use and occupancy of the License Area to conduct the Permitted Use, is limited to a minimum of forty-two (42) hours over six (6) days each week in the afternoons, evenings, weekends and school holidays (the "Hours of Operation") during the Term excluding: (1) days observed as official holidays by the government of the United States of America or the State of New York or The City of New York and (2) any other days which the Authority shall require, provided that the Authority shall notify Licensee within forty-eight (48) hours of the Authority's intent to use the License Area. Licensee hereby recognizes that there may be competing interests between the Licensee, the Authority and other Authority licensees, who may, pursuant to a monthly schedule, which shall be prepared in conjunction with the Authority's on-site representative, occupy those portions of License Area delineated in Exhibit A. Accordingly, Licensee shall cooperate with the Authority and only occupy the License Area on only those days and hours of operation set forth in said monthly schedule.

4. Licensee's Acknowledgments. The Licensee expressly acknowledges that

(a) the Authority makes no representation or warranty as to the suitability or fitness of the License Area for the purpose of the Permitted Use;

(b) the Authority shall have no obligation to perform any work at the License Area or to make any alterations, repairs, renovations or restorations of any nature whatsoever or to cause the License Area to comply with any applicable laws and regulations;

(c) the Authority shall not be responsible for theft or vandalism of any property owned or installed by the Licensee and shall have no obligation to furnish any services (including security services) with respect to the License Area;

(d) the Authority shall have no obligation with respect to conducting the Permitted Use, it being expressly understood that no person or entity engaged by the Licensee in connection with the Permitted Use shall be deemed an employee or agent of the Authority;

(e) the Authority shall have no obligation to guarantee access by the Licensee to the License Area;

(f) the failure by the Authority to insist upon the strict performance of any covenant or obligation to be performed by the Licensee under this License Agreement or to exercise any right or remedy consequent upon a breach of this License Agreement will not constitute a waiver by the Authority of any right or remedy consequent upon a breach of such covenant or obligation;

(g) notwithstanding the non-exclusive nature of the License being granted hereunder, this License Agreement is for the exclusive use of the Parties hereto and may not be assigned, in whole or in part, by the Licensee to any other person, firm, or entity.

(h) the Licensee has no possessory interest in the License Area and has no greater right to use or occupy the License Area than is provided by the License granted under this License Agreement; and

(i) the Authority's unconditional right to revoke the License granted by the Authority to the Licensee in this License Agreement shall not be affected by the length of the Term of this License Agreement or by any cost, expense or liability assumed or incurred by the Licensee in connection herewith or with the License Area, or by anything else whatsoever.

5. **Licensee's Covenants.** The Licensee covenants to the Authority that

(a) the Licensee will take good care of the License Area and maintain same in a safe condition free of all hazards;

(b) the Licensee shall comply with all applicable federal, State, municipal, and local laws, ordinances, codes, rules and regulations, notices, and orders (including any environmental laws and laws concerning the protection of historic properties, if applicable), and any requirements as to permits, approvals, testing and or licenses, and the payment of any and all fees imposed in connection therewith, related to the Permitted Use and/or that bear upon the conduct of those persons engaged in performing the Permitted Use (the **"Legal Requirements**").

(c) if Licensee shall receive a notice of violation arising out of the failure to comply with the Legal Requirements, Licensee agrees to immediately provide the Authority and DYCD with a copy of such violation. If the condition resulting in the determination of non-compliance with any of the Legal Requirements is associated with Licensee's obligation to repair or remedy, Licensee or DYCD (if the so elect) shall promptly prepare a plan to correct such condition and submit its plans to the Authority for approval (upon receiving such approval, Licensee shall take immediate steps to correct the condition, if the condition resulting in the determination of non-compliance with Licensee's obligation to repair, the Authority may, at its sole discretion, either (1) correct such condition in accordance with its procedures or (2) terminate this License in accordance with Paragraph 9.1 hereof. Notwithstanding the foregoing, DYCD may, upon the Authority's decision to terminate, agree to undertake, on their own account, all remedial measures necessary to cure the violation.

(d) the Licensee will promptly, in accordance with all applicable laws and at its sole cost and expense, have all the refuse, debris, garbage, waste and other objectionable materials caused by or as a result of the Permitted Use removed from the License Area daily;

(e) the Authority shall have the right (but not the obligation) to enter the License Area at any time to examine the same and to make such repairs, replacements, and improvements to the License Area or any other portion of the Development of which the License Area forms a part as the Authority may deem necessary or that the Authority may desire;

(f) the Licensee will take all precautionary steps which may be necessary and/or legally required to ensure the safety of the Authority's employees, the Authority residents and other persons participating in programs constituting the Permitted Use and the Licensee shall otherwise ensure that the License Area is adequately secured at all times when the Licensee is not present at the License Area so as to prevent access by unauthorized persons;

(g) at the Authority's request, the Licensee will have a security guard or safety coordinator placed at the License Area during the Licensee=s performance of the Permitted Use throughout the Term;

(h) the Licensee, and its specific employees, contractors and subcontractors engaged in furtherance of the Permitted Use shall carry at all times while they are on the License Area, and display upon request, identification cards acceptable to the Authority;

(i) the Licensee will not, in connection with the Permitted Use of the License Area, discriminate or permit discrimination against any person(s) or organization(s) because of race, sex, color, age, religion, national origin, disability, marital status, military service, sexual orientation or for any other reason prohibited by law. The Licensee must use its best efforts to ensure that parties with whom it conducts business in connection with the Permitted Use or its use of the License Area comply with the aforesaid prohibitions against discrimination;

(j) the Licensee shall produce and submit to the Authority monthly statistical reports, in the form and substance acceptable to the Authority, that shall include, without limitation, the percentage of Authority residents served by Licensee's program; and

(k) Licensee shall not permit any form of gambling, the sale and use of intoxicating beverages, partisan political activities or substance abuse/drug rehabilitation services to occur within the Access Area or around the Development.

6. **Liens.** The Licensee shall not create or permit to be created, by contract or otherwise, any lien, encumbrance or charge upon the License Area.

(a) Notwithstanding the foregoing, if any mechanic's, laborer's, materialman's or other lien, encumbrance or charge is filed at any time against the License Area and/or the Development of which it forms a part (individually, a **"Lien"**), in connection with the Permitted Use, then within twenty (20) consecutive calendar days after the filing thereof, the Licensee must cause the Lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and notify the Authority in writing of the discharge of such Lien, with proof thereof.

(b) If the Licensee fails to cause each such Lien to be discharged of record within the aforesaid period, and if such Lien continues for an additional ten (10) consecutive calendar days after written notice by the Authority to the Licensee, then, in addition to any other right or remedy, the Authority may, but will not be obligated to, discharge such Lien either by paying the amount claimed to be due or by procuring the discharge thereof by deposit or by bonding proceedings.

(c) The Licensee shall be liable for any amount paid by the Authority to discharge any Lien, including all costs, expenses and attorneys' fees incurred by the Authority in connection therewith, together with

interest thereon at the highest rate of interest that at such time may be permitted under applicable law, from the respective dates of the Authority's making of the payment or incurring of the costs, expenses and attorneys' fees, and shall be payable by the Licensee to the Authority within ten (10) consecutive calendar days of the Authority's demand for same.

(d) The provisions of this <u>Article 6</u> shall survive the revocation, expiration or termination of this License Agreement.]

7. Indemnification. In addition to any other indemnification provided herein, the Licensee hereby agrees to indemnify, defend (with counsel selected by the Authority), and hold the Authority, its agents, board members ("Members"), employees, successors, assigns and the Authority residents (collectively, the "Indemnified Authority Parties"), harmless from and against all penalties, losses, claims, damages, punitive damages, expenses, suits, judgments, fines, costs, liabilities (including sums paid in settlement of claims), interest, attorneys' fees (including any attorneys' fees incurred in enforcing this indemnity), consultants' fees and expert fees whatsoever that may arise against the Authority and the Indemnified Authority Parties, as a result of any injury and/or damage to persons or property of any nature and/or any matter or thing occasioned in whole or in part by the acts or omissions of the Licensee, or by the acts or omissions of its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Permitted Use, regardless of the actual cause of such injury and/or damage, including, without limitation:

(a) any tortious conduct by the Licensee, and/or by its employees, agents, licensees, invitees, contractors, subcontractors or any other entity or person involved in the Permitted Use during the Term of the License Agreement, whether or not said conduct is related to the performance of the Permitted Use and/or the use of the License Area or the pathways or sidewalks and curbs adjacent thereto;

(b) any breach by the Licensee of any covenant, agreement, representation or warranty set forth in this License Agreement;

(c) any structural defects in improvements constructed upon the License Area as may result from, without limitation, architectural, engineering or design flaws; and

(d) damage to the lines or equipment of utility providers, relocation of lines or equipment of utility providers and/or disruption of utility service regardless of the location of the service.

The provisions of this indemnity shall survive the revocation, expiration or termination of this License Agreement.

#### 8. Insurance.

(a) It is expressly understood and agreed that this License Agreement is subject to the "Insurance **Requirements**" attached herewith as, and more particularly described within, <u>Exhibit C.</u> Such Insurance Requirements are incorporated herein and hereby made a part of this License Agreement.

(b) Prior to or contemporaneously with the execution of this License Agreement, and from time-totime thereafter on demand from the Authority, the Licensee must provide the Authority with satisfactory insurance certificates (the "**Certificates**") and certified copies of the insurance policies evidencing that the Insurance Requirements set forth herein are in effect. In addition, the Licensee must provide the Authority with evidence of proper renewal of all required insurance policies prior to the date on which any such policies expire. Neither the Licensee nor any of its employees, agents, licensees, invitees, contractors or subcontractors, shall be permitted to enter upon the License Area until the Authority has received all the Certificates required by this <u>Article 8</u>. The original Certificates, evidence of renewals of such insurance coverage must be delivered for approval to the New York City Housing Authority, Risk Finance Department, 90 Church Street, 6<sup>th</sup> Floor, New York, New York 10007, to the attention of the Deputy Director of Risk Finance, with a copy delivered to the New York City Housing Authority, Law Department, 250 Broadway, 8<sup>th</sup> Floor, New York, New York 10007, to the attention of the Deputy General Counsel for Corporate Matters. (c) The Licensee hereby releases the Authority and the Indemnified Authority Parties from any and all claims or causes of action whatsoever that the Licensee might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered or that should have been covered by insurance, including any deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Licensee pursuant to this <u>Article 8</u> and/or this License.

(d) The Licensee's failure to obtain and maintain the coverage required by the Insurance Requirements shall constitute a breach of, and default under, this License Agreement. If the Licensee shall fail to remedy such breach within five (5) business days after written notice by the Authority, the Licensee shall be liable for any and all costs, liabilities, damages, and penalties resulting to the Authority from such failure. The provisions of this <u>Article 8</u> shall survive the revocation, expiration or termination of this License Agreement.

9. **Breach, Violation or Default and Cure.** If, in the opinion of the Authority, and at its sole and reasonable discretion, the Licensee breaches, violates or defaults on any of the provisions of this License Agreement, the Authority will have the right, but not the obligation, to deliver to the Licensee written notice of same, or a 24-Hour Notice as defined in Article 9.1, specifying the nature of the breach, violation or default. If the Authority delivers such notice, the Licensee will have seven (7) consecutive calendar days from the date of receipt of such notice within which to cure the breach, violation or default (the "**Cure Period**"). In the event that the Licensee fails to cure the breach, violation or default within the Cure Period, and any permitted extensions thereof, the Authority will have the right to immediately terminate this License Agreement and terminate the License granted thereby, but such termination will not give rise to any claim by the Licensee against the Authority for damages, including, without limitation, for lost profits. In the event that the Licensee's breach, violation or default creates a hazardous or an emergency situation, the Authority has the right, but not the obligation, to eliminate the emergency situation.

9.1. **24-Hour Notice.** The Authority shall have the unconditional right to revoke the License and other rights granted to the Licensee pursuant to this License Agreement and to terminate this License Agreement in its entirety on twenty-four (24) hours' prior oral notice (the "**24-Hour Notice**") to the Licensee (a) if the Licensee or any party conducting activities at the Premises on behalf of the Licensee fails to comply with the terms of this License Agreement, (b) if the Licensee or any party conducting activities at the Premises on behalf of the Premises on behalf of the Licensee fails to comply with any law or regulation governing the use of the Premises, (c) in the event of an emergency, or (d) for such other reason(s) that the Authority may deem necessary in its reasonable discretion.

10. **Restoration.** If this License Agreement shall be revoked, expire or terminate for any reason set forth herein, then upon such revocation, expiration or termination the Licensee shall, at its sole cost and expense, immediately remove its equipment and materials deposited at the License Area, restore the License Area to the condition existing immediately prior to the Commencement Date (which shall include, without limitation, removing all temporary enclosures that may have been erected and, where excavation has been performed, backfilling and compaction as specifically detailed in the Permitted Use) and return the License Area to the Authority free from deposits of refuse, debris, garbage, waste and all other objectionable materials caused by or as a result of the Permitted Use. If the Licensee fails to take any of the foregoing actions upon the termination of this License Agreement, or if latent defects are discovered following restoration, the Authority may take any of the aforesaid actions on behalf of, and at the sole cost and expense of, the Licensee. The foregoing provision shall survive the revocation, expiration or termination of this License Agreement.

11. **Revocation.** In all instances, the revocation, expiration or termination of this License Agreement shall automatically act to terminate and revoke the License granted hereunder without any further action required by the Authority.

12. **Notices.** Any notice or other communication, including a change of address or of the person to be notified, given under this Agreement to a party must be in writing and must be sent by hand, by electronic mail, by Certified or Registered Mail, Return Receipt Requested, or by any overnight courier service that provides receipt to sender, to the attention of the parties at the respective addresses set forth below:

To the Authority:	250 Broadway New York, New York 10007 Attn.: []
with a copy to: I	Iew York City Housing Authority Law Department
	250 Broadway, 9 <sup>th</sup> Floor
	New York, New York 10006
	Attn: General Counsel
To Licensee: [	1
TO Licensee:	J
l	
l	J
A	Attn.: [ ]

Receipt of a notice by party to whom the notice is transmitted shall be deemed to have occurred: A) upon receipt, if hand delivered; B) five days from the date of mailing, if sent via Certified or Registered Mail, Return Receipt Requested; or C) the next business day if transmitted via electronic mail or overnight courier.

#### 13. Utilities. [TO BE DISCUSSED]

(a) The Authority, at its expense, shall furnish reasonable amounts of electricity and reasonable amounts of hot and cold water to and for the License Area and provide heat sufficient to warm the License Area when the weather requires it, as provided in the Administrative Code of the City of New York.

(b) The Authority reserves the right to cause the temporary discontinuation or interruption of any utility otherwise furnished to Licensee at the License Area, without being liable therefore to Licensee, in an emergency until such emergency is abated. In addition, the Authority shall have no responsibility for its failure to furnish electricity, heat or water to Licensee pursuant to the terms of this License Agreement when the Authority is prevented from doing so by any reason beyond the Authority's control. Notwithstanding anything to the contrary above, the Authority shall have no responsibility for the failure of any utility company to furnish any utility to Licensee.

14. **Counterparts.** This License Agreement may be executed in one or more counterparts, each one of which, when so executed and delivered, shall constitute a valid and binding original and may be delivered by facsimile on condition that original counterparts are delivered within forty-eight (48) hours thereafter.

15. **Headings.** The captions are inserted in this License Agreement only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this License or the intent of any provision of this License Agreement.

16. **Governing Law.** This License Agreement and performance of it shall be governed by and construed in accordance with the laws of the State of New York, excluding New York's rules regarding conflicts of laws. Any and all actions or proceedings relating to the subject matter of this License Agreement must be commenced in the state courts sitting in the City of New York, which courts shall have exclusive jurisdiction for such purpose. The Licensee hereby consents to submit itself to the jurisdiction of such courts with respect to any actions or proceedings arising out of, under or related to this License Agreement and the Licensee agrees that process may be served on the Licensee at its address set forth in <u>Article 12</u> hereof.

17. **Entire Agreement.** This License Agreement, the Exhibit(s) annexed hereto and the documents incorporated by reference herein, set forth all the promises, assurances, agreements, conditions, inducements and understandings between the Authority and the Licensee relative to the License Area. There are no additional promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between the Parties, other than those contained herein.

18. **Parties Bound.** The covenants, agreements, terms, provisions and conditions contained in this License Agreement will apply to and inure to the benefit of, and be binding upon, the Licensee and the Authority and their respective successors and permitted assignees, if any, except as otherwise provided in this License Agreement.

19. **No Oral Modifications.** Except as otherwise provided herein, this License Agreement may not be changed, modified, amended or terminated orally, but only by a written instrument of change, modification, amendment, addition or termination, executed by the Party against whom enforcement of any change, modification, amendment, addition or termination is sought.

20. **No Recording.** Licensee shall not record this License Agreement in the office of the City Register for the County in which the License Area is located, or with any County Clerk wherever located.

21. **Severability.** If any of the terms and provisions of this License Agreement are in violation of or prohibited by any law, statute or ordinance of the State or City of New York, or such term or provision is found to be invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be considered deleted and shall not invalidate the remaining terms or provisions of this License Agreement, and this License Agreement shall continue in full force and effect.

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## **<u>APPENDIX C</u>**: Examples of Themes and Activities

#### **RFP TITLE: CORNERSTONE INTIATIVE**

#### PIN: 26010CORNRFP

#### Themes

#### Green Communities/Green Economy

These themes would focus the attention of participants on a range of "green" issues. Topics could include local, regional, national and global environmental challenges; sustainable economic development and green jobs; carbon footprints; climate change; energy and water conservation; air quality/pollution; waste disposal and recycling; solar power; nature conservation and endangered species, etc. End products might include essays, debates, peer tutoring, mural paintings, dance, music and drama performances, documentary videos, and campaigns to promote energy conservation and clean energy sources.

#### Healthy Living

The theme of *Healthy Living* would provide a way to teach youth about the meaning and importance of good physical and mental health. It could embrace many health-related topics including: nutrition and healthy diets; health and hygiene; exercise and health; strategies to prevent the development of chronic illness and conditions (*e.g.*, obesity, diabetes, HIV/AIDS); healthy adolescent development; youth risk behaviors (*e.g.*, smoking, substance abuse, teenage sex, teen dating violence, youth gangs); healthy human relationships and peaceful conflict resolution. Programs could focus on one or more issues (*e.g.*, diabetes, teen dating violence *etc.*) and include different types of activities. End products might include youth-oriented informational or campaign materials and websites; public service announcements (audio, video, film); and dance and drama performances.

#### Entrepreneurship

Entrepreneurship embraces a wide variety of business-related topics including financial literacy, basic principles of business and economics, the essential ingredients of successful enterprises, and business ethics.<sup>15</sup> The aim would be to introduce participants to the world of business and educate them about what is involved in becoming a successful entrepreneur. The program might let participants choose an idea for a business venture (*e.g.*, a restaurant, bakery, barber's shop, a hairdresser) and take them through the steps needed to establish its viability and secure the financing needed to launch and operate it until it becomes a profitable and stable enterprise. Examples of end products might include consumer surveys demonstrating the existence of a market for a service, or a business plan demonstrating how the idea could be translated into practice.

#### Creative and Performance Arts

Modern dance, African dance, ballet, drama/theater, music, literature, poetry, fine arts and photography are among a long list of topics that fall under the heading *Creative and Performance Arts*. The end product of the program would typically be a culminating event (*e.g.*, a theatrical or dance performance or screening of a video) or a creative work such as a comic book, a magazine, or a research report on an arts-related topic. Activities could be designed around a cultural enrichment curriculum involving team work, class discussion, and outings to museums, galleries, theater and dance performances, and concerts.

#### Science, Technology, Engineering, and Mathematics (STEM)

This theme would include numerous fields including the nature of scientific inquiry, the natural sciences, practical applications of scientific knowledge, medicine, engineering, technology, earth science, geography, space exploration, forensic science, robotics, computer and digital technologies, video and animation, and technical aspects of performance arts.<sup>16</sup> End products might include essays, stories or comic books based on specific scientific topics; works of art or dramatic performances depicting major scientific discoveries and facts; construction of robots; and creation of scientific and mathematical games and quizzes.

<sup>&</sup>lt;sup>15</sup> Useful information and resources can be found on the following websites: US Small Business Administration Teen Business Link at <u>http://www.sba.gov/teens/;</u> Junior Achievement at http://www.ja.org/programs/programs.shtml

<sup>&</sup>lt;sup>16</sup> For further information and ideas, see, for example, Southwest Educational Development Laboratory (SEDL) at <u>http://www.sedl.org/afterschool/toolkits/about\_toolkits.html?tab=science</u>
#### Social Justice and Social Responsibility

The theme of *Social Justice and Social Responsibility* would include a number of critical social issues such as poverty; educational inequality; different types of discrimination in modern society; disparities in healthcare and health outcomes; the criminal justice system and racial disparities; inequalities in housing; and environmental justice. End products might include documentary videos, murals, comic books, poetry, rap, musical compositions, community surveys, and community service.

#### Sports and Fitness

*Sports and Fitness* would cover numerous team and individual sports topics (*e.g.*, football, baseball, basketball, swimming, gymnastics, judo, and boxing), as well as martial arts and other fitness activities. In addition to encouraging youth to get into the habit of regular exercise, the programs would be able to educate youth on topics such as the health and mental health benefits of participating in sports and fitness activities, the history and role of sport in American society/culture, sports heroes and halls of fame, and the history of the Olympic Games from ancient to modern times. End products would include participation in sports tournaments and competitions, essay and story writing, works of art on sports-related topics, and peer training/tutoring in sport and fitness activities.

#### Activities

The examples set out above illustrate how themes can provide useful frameworks for programs seeking to deliver tangible end products that give participants a sense of achievement. All Cornerstone programs, regardless of the theme they adopt, could offer a wide range of engaging activities for youth of different ages. For younger youth, in addition to reading and writing projects designed to improve literacy skills, activities could include outings (e.g., to museums, parks, and zoos) that help broaden horizons and stimulate the imagination; documentary videos with follow-up discussions and writing projects; drawing, painting, and other arts-related projects; physical games; debates; play writing, and poetry; dance and music performances. For older youth, activities could also include field research (e.g., community surveys and interviews); community service; peer tutoring; creation of comic books, videos, websites, magazines; musical composition, poetry, rap, play writing and performance. Using Healthy Living as an illustration, activities could include brainstorming, quizzes, and games on health topics; library, Internet and field research projects on local health issues; creating campaigns to prevent youth engagement in risk behaviors; writing and illustrating essays on topics with titles like "Why \_\_\_\_\_is my favorite kind of exercise" or "Why smoking is bad for you" or "How teen dating violence can ruin your life." A cooking for health component could incorporate many literacy and numeracy skill-building activities (e.g., talking, reading and writing about nutrients and calories, creating a healthy living cookbook, and writing essays on favorite healthy foods, and discussions about the consequences of unhealthy living).

# **<u>ATTACHMENT 1</u>**: Proposal Summary Form

<b>RFP TITLE: CORNERSTONE INTIATIVE</b>		PIN: 26010CORNRFP		
Organization:		EIN:		
Address:				
	City	State	Zip Code	
Contact Name:		Title:		
Contact Email:				
Telephone:		Fax:		
Competition:				
Site Name (see Appendix A):				
(see Appendix A).	NOTE: O	nly one site per proposal		
DYCD Funding Reques	t: \$			
DTCD Funding Reques	ι. <u>Ψ</u>			
<b>Compliance Certificati</b>	<u>on</u> :			
Not-for-Profit Status: (C	Check the applicable box.)			
Propose	er is a not-for-profit incorporated e	entity in NYS.		
Propose	er has applied for such status to the	e Secretary of State.		
Propose	er is not a not-for-profit incorporat	ted entity and has not yet applied	l for such status.	
Tax-exempt Status: (Ch	eck the applicable box.)			
Propose	er is a tax exempt organization und	der Section 501(c)(3) of the Inter	rnal Revenue Code .	
	er has applied for such status.			
Propose	er is not a not-for-profit incorporat	ted entity and has not yet applied	l for such status.	
Subcontracting:				
Will any services be sub	ocontracted? Yes No			
· ·	on both sides, on recycled pape of by the City in the instructions to	°	entage of recovered No	
Authorized Representative:		Title:		
Email:		Phone:		

Email:

# **<u>ATTACHMENT 2</u>**: Corporate Governance Certification

#### **CORNERSTONE RFP PIN:**

#### 26010CORNRFP

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.

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 (Form 1 of 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	<b>Board Position</b>	<b>Business Address/Phone</b>	E-Mail Address

(Attach additional pages if needed.)

# **<u>ATTACHMENT 3</u>**: Project-Based Activity Plans for Youth

### **RFP TITLE: CORNERSTONE INITIATIVE**

#### PIN 26010CORNRFP

A. PROJECT-BASED ACTIVITY PLANS FOR <u>YOUNGER</u> YOUTH: Complete the chart below.

Theme:\_\_\_\_\_

#### **School Year Activity Plan**

Name/Type of Project	Description of Activities and End Product	Schedule per cycle: Hrs./Days/Weeks	# of cycles per year	Total Hours per year	Staff to Participa nt Ratio

#### Summer Activity Plan

Name/Type of Project	Description of Activities and End Product	Schedule per cycle: Hrs./Days/Weeks	# of cycles per year	Total Hours per year	Staff to Participa nt Ratio

## **B. PROJECT-BASED ACTIVITY PLANS FOR <u>OLDER</u> YOUTH**: Complete the chart below.

Theme:\_\_\_\_\_

**School Year Activity Plan** 

Name/Type of Project	Description of Activities and End Product	Schedule per cycle: Hrs./Days/Weeks	# of cycles per year	Total Hours per year	Staff to Participa nt Ratio
			ľ		

#### Summer Activity Plan

Name/Type of Project	Description of Activities and End Product	Schedule per cycle: Hrs./Days/Weeks	# of cycles per year	Total Hours per year	Staff to Participa nt Ratio

# **<u>ATTACHMENT 4</u>**: Linkage Agreement Form

#### **RFP TITLE: CORNERSTONE INITIATIVE**

PIN 26010CORNRFP

<b>Proposer:</b>	

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

Pursuant to the proposal submitted by	in
(Proposing Organization)	
response to the Cornerstone Request for Proposals from the Department of Youth and Community	
Development, the proposer, if funded, will establish programmatic linkage with	

\_\_\_\_\_in the form and manner described below.

(Linked Organization)

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

D	•	$\sim$	• •
Pro	nosing	(	rganization:
110	posing	$\sim$	5umzunom.

Linked Organization:

Authorized Representative

Title

Signature

Date

Authorized Representative

Title

Signature

Work Address

Work Telephone Number

Date

# **<u>ATTACHMENT 5</u>**: Proposal Budget Summary Form

## **RFP TITLE: Cornerstone**

PIN: 26010CORNRFP

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

## **Proposal Budget Summary Category Definitions**

# **Personal Services**

#### 1100 Salaries and Wages

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

#### **1200 Fringe Benefits**

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

#### 1300 Central Insurance Program (CIP)

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

# Non-Staff Services

#### **2100 Consultants**

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

#### 2200 Subcontractors

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

#### 2300 Stipends

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

#### 2400 Vendors

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

# Other Than Personnel Services

#### **3100** Consumable Supplies

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

#### **3200 Equipment Purchases**

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

#### **3300 Equipment Other**

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

#### 3400 Space Costs

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

#### 3500 Travel

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

#### 3600 Utilities & Telephone

• Utilities & Telephone costs associated with the proposed program.

#### **3700 Other Operational Costs**

- This category is separated into two subcategories (3710 and 3720).
  - Other Costs: Items such as audit costs, postage, printing and publications, subscriptions, internet fees, etc. Also include any other operating costs that cannot be classified in any other category. In addition, include costs associated with and for the benefit of the participants such as food, refreshments, entrance fees, awards, T-shirts, uniforms, and sporting equipment. This category also includes general liability insurance for contractors not in the Central Insurance Program.
  - Indirect Costs: The purpose of Indirect Cost is to capture overhead costs incurred by a contractor operating several programs. The maximum allowable rate is 10% of the total budget.

#### **3800 Fiscal Agent Services**

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

0	$\mathcal{O}$	2	0	
Budget \$ Value		Fiscal Ag	gent Services	Fee
\$0 - \$25,000		\$	51,200	
\$25,001 - \$50,000		\$	53,500	
\$50,001 - \$\$100,000		\$	5,100	
\$100,001 - \$250,000		\$	57,100	
Over \$250,001		\$	510,000	

The City of New York Mayor's Office of Contract Services Doing Business Accountability Project	To be completed by the City Agency prior to distribution          Agency:          Transaction ID:			
Doing Business	Check One:	Transaction Type (check one):		
•		Concession	Contract	Agreement
Data Form	Award	Franchise	Grant	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/T	IN:				
Entity Filing	Status (select one):				
Entity has	never completed a Doing Bu	siness Data Form. <i>Fi</i>	ll out the entire f	orm.	
Change fr	Change from previous Data Form dated			Fill out only those sections that have changed,	
and indic	and indicate the name of the persons who no longer hold positions with the entity.				
□ No Chang	□ No Change from previous Data Form dated Skip to the bottom of the last page.			om of the last page.	
Entity is a No	on-Profit: 🗌 Yes	No			
Entity Type:	☐ Corporation (any type) ☐ Sole Proprietor	☐ Joint Venture ☐ Other (specify):		Partnership (any type)	
Address:					
City:		State:	Z	ip:	
Phone :		Fax :			
E-mail:					
	Provide your e-mail addre	ess and/or fax number in o	rder to receive notic	es regarding this form by e-mail or fax.	

For information or assistance, call the Doing Business Accountability Project at 212-788-8104. 05/06/2008

Section 2: Principal Officers			
Please fill in the required identification inform officer or its equivalent, please check "This p the person listed is replacing someone who and fill in the name of the person being repla <i>Database</i> , and indicate the date that the cha	position does no was previously aced so his/her	ot exist." If the e disclosed, pleas name can be re	entity is filing a Change Form and se check "This person replaced"
Chief Executive Officer (CEO) or equi	valent officer	ſ	This position does not exist
The highest ranking officer or manager, such Chairperson of the Board.	h as the Presid	ent, Executive D	irector, Sole Proprietor or
First Name:	MI:	Last:	
Office Title:			
Employer (if not employed by entity):			
Birth Date (mm/dd/yy):			
Home Address:			
☐ This person replaced former CEO:			on date:
Chief Financial Officer (CFO) or equiv	alent officer		This position does not exist
The highest ranking financial officer, such as	s the Treasurer	, Comptroller, Fi	nancial Director or VP for Finance.
First Name:	MI:	Last:	
Office Title:			
Employer (if not employed by entity):			
Birth Date (mm/dd/yy):			
Home Address:			
This person replaced former CFO:			on date:
Chief Operating Officer (COO) or equi	valont office	-	
Chief Operating Officer (COO) or equi The highest ranking operational officer, such Operations.			This position does not exist Director of Operations or VP for
First Name:	MI:	Last:	
Office Title:			
Employer (if not employed by entity):			
Birth Date (mm/dd/yy):			
Home Address:			
This person replaced former COO:			on date:

EIN/TIN:

Page 2 of 4

Doing Business Data Form

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

#### 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):

	There are no individual owners	☐ No individual owner holds 10% or more shares in the entity
Principal Owners (who o	wn or control 10% or more of	the entity):
First Name:	MI:	Last:
Office Title:		
Birth Date (mm/dd/yy):	m/dd/yy): Home Phone #:	
Home Address:		
First Name:	MI:	Last:
Office Title:		
Employer (if not employed	by entity):	
		Phone #:
Home Address:		
First Name:	MI:	Last:
Employer (if not employed	by entity):	
		Phone #:
Home Address:		

#### Remove the following previously-reported Principal Owners:

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

Doing Business	Data	Form
----------------	------	------

EIN/TIN:

## 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:

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:	First Name:	MI:	Last:		
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 Address:   First Name:   MI:   Last:   Correctification   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:	Office Title:				
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 Address:   First Name:   MI:   Last:   Correctification   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:	Employer (if not employed by entity):				
First Name:       MI:       Last:         Office Title:					
Office Title:	Home Address:				
Employer (if not employed by entity):	First Name:	MI:	Last:		
Employer (if not employed by entity):	Office Title:				
Birth Date (mm/dd/yy):	Employer (if not employed by entity):				
First Name:       MI:       Last:         Office Title:					
First Name:       MI:       Last:         Office Title:	Home Address:				
Office Title:					
Employer (if not employed by entity):   Birth Date (mm/dd/yy):   Home Address:   Home Address:   Remove the following previously-reported Senior Managers:   Name:   Name:   Removal Date:   Removal Date:   Removal Date:   Name:   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:   Date:					
Birth Date (mm/dd/yy):					
Remove the following previously-reported Senior Managers:         Name:       Removal Date:         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:					
Name:	Home Address:				
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:	Remove the following previously-reported Sen	ior Manage	rs:		
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: Date: 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: Date: Date:	Name:		Removal Date:		
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:	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.				
Entity Name:	Name:				
	Signature:		e:		
Title: Work Phone #:					
	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.



# **<u>ATTACHMENT 7</u>**: Acknowledgement of Addenda

#### **RFP TITLE: CORNERSTONE INITIATIVE**

PIN 26010CORNRFP

Proposer: \_\_\_\_\_

#### COMPLETE PART I OR PART II, WHICHEVER IS APPLICABLE.

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

ADDENDUM #1	DATED:	, 2009
ADDENDUM #2	DATED:	, 2009
ADDENDUM #3	DATED:	, 2009
ADDENDUM #4	DATED:	, 2009
ADDENDUM #5	DATED:	, 2009
ADDENDUM #6	DATED:	, 2009
ADDENDUM #7	DATED:	, 2009
ADDENDUM #8	DATED:	, 2009

PART II: Check, if applicable.

\_\_\_\_\_NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.
DATE \_\_\_\_/\_\_\_
PROPOSER (NAME): \_\_\_\_\_
PROPOSER (SIGNATURE): \_\_\_\_\_