



January 21, 2016

ADDENDUM #1

Re: Arches: A Transformative Mentoring Intervention Request for Proposals
PIN: 78116I0001

Dear Prospective Proposer:

Pursuant to Sections 3-02 (i) and 3-16 (o) (2) of the Procurement Policy Board (PPB) Rules, the Department of Probation (DOP) is issuing **Addendum #1** to the Arches: A Transformative Mentoring Intervention Request for Proposals (RFP) PIN 78116I0001.

ADDENDUM ITEMS:

1. Section 2- Program Expectations and Proposal Instructions, page 10, B. Group Process and Mentoring, 1. Program Expectations, a: The first sentence:

The contractor would run a mentoring group for each site, during which a team of five mentors⁸ delivers the 48 group session cognitive behavioral curriculum ("Interactive Journaling") to a group of 20 young adults twice a week.

is deleted and replaced with the following:

The contractor would run a mentoring group for each site, during which a team of up to five mentors⁸ delivers the 48 group session cognitive behavioral curriculum ("Interactive Journaling") to a group of 15-20 young adults twice a week depending on the competition proposed, as outlined in Attachment C in the "number of seats per mentoring group session" column.

2. Section 2- Program Expectations and Proposal Instructions, page 10, B. Group Process and Mentoring, 1. Program Expectations, a, Footnote 9: The following sentence is added:

DOP anticipates use of the following Interactive Journals from the Forward Thinking series: Relationships and Communication, Handling Difficult Feelings, Responsible Behavior, and Individual Change Plan. More information on Interactive Journaling and samples can be found on the Change Companies' website: <https://www.changecompanies.net/products/series/?id=6>.

3. Section 2- Program Expectations and Proposal Instructions, page 10, B. Group Process and Mentoring, 1. Program Expectations, a: The following sentence is added:

The contractor would serve all participants referred by DOP and would not be able to reject a referral. The only anticipated exception is in cases that pose serious safety concerns, in consultation with DOP.

4. Section 2- Program Expectations and Proposal Instructions, page 10, B. Group Process and Mentoring, 1. Program Expectations, b: The following sentence is added:

Contractors should be prepared for referrals of Arches participants to begin as of July 1, 2016. The first group mentoring session should be made available within a week thereafter.

5. Section 2- Program Expectations and Proposal Instructions, page 12, C. Staffing, 1. Program Expectations, b: The following footnote is added:

Hiring and vetting of contractor staff, including mentors, is the sole responsibility of the contractor. Furthermore, it is the contractor's responsibility to ensure on an on-going basis that staff hired is not currently involved in criminal or gang-related activity.

6. Section 2- Program Expectations and Proposal Instructions, page 12, C. Staffing, 1. Program Expectations, d: The first sentence:

The contractor would be responsible for recruiting, hiring and supervising five paid mentors¹⁵ per group.

is deleted and replaced with the following:

The contractor would be responsible for recruiting, hiring and supervising up to five paid mentors¹⁵ per group, in keeping with the 1:4 mentor to participant ratio. The Project Coordinator would not count towards the 1:4 mentor to participant ratio.

7. Section 2- Program Expectations and Proposal Instructions, page 13, D. Partnerships, Collaborations and Linkages, d: The following sentence is added:

A linkage agreement would not be required to demonstrate a relationship between the proposer and a City Agency. A letter of support, if appropriate, could be used to document these services. A linkage agreement may be used to demonstrate a programmatic service to be delivered with another City Agency; however the City reserves the right to approve or disapprove any request based on business integrity and past history.

8. Section 2- Program Expectations and Proposal Instructions, page 17, G. Budget Management, 1. Program Expectations, c: The following footnote is added:

Proposers should ensure that core program service costs are adequately accounted for in the line-item portion of the budget.

9. Section 2- Program Expectations and Proposal Instructions, page 17, G. Budget Management, 1. Program Expectations, d: The following footnote is added:

Start-up costs, subject to approval by DOP at the time of contract negotiations, would only be used for purposes of transitioning clients from existing Arches providers/sites to new providers.

CLARIFICATIONS:

1. DOP anticipates that technical assistance and training will be available to contract awardees to ensure consistent implementation of the program model, as well as to assist in training mentors and project coordinators, as appropriate, in group facilitation, mentoring and the Interactive Journaling curriculum.
2. Information on locations of New York Police Department (NYPD) precincts can be found on the NYPD website: http://www.nyc.gov/html/nypd/html/precinct_maps/precinct_finder.shtml
3. Letters of support or reference from DOP are not required or encouraged as part of a proposal submitted in response to this RFP and such letters, if submitted, would not be considered in evaluation of the proposal.



February 1, 2016

ADDENDUM #2

Re: Arches: A Transformative Mentoring Intervention Request for Proposals
PIN: 78116I0001

Dear Prospective Proposer:

Pursuant to Sections 3-02 (i) and 3-16 (o) (2) of the Procurement Policy Board (PPB) Rules, the Department of Probation (DOP) is issuing **Addendum #2** to the Arches: A Transformative Mentoring Intervention Request for Proposals (RFP) PIN 78116I0001.

CLARIFICATIONS:

1. For sites with 15 seats per mentoring group session, 4 mentors would be required to maintain the 1:4 mentor to participant ratio.
2. The "Anticipated # of Sites Per Competition" column represents the number of anticipated awards per competition. Proposers should indicate only one group mentoring site per proposal submitted.



Request for Proposals

Arches: A Transformative Mentoring Intervention

PIN: 78116I0001

Table of Contents

1. Program Background
2. Program Expectations and Proposal Instructions
 - A. Organizational Experience and Capacity 25 points
 - B. Group Process and Mentoring 25 points
 - C. Staffing 20 points
 - D. Partnerships, Collaborations and Linkages 5 points
 - E. Facilities 10 points
 - F. Monitoring and Reporting 5 points
 - G. Budget Management 10 points
3. List of Attachments
4. Basis for Contract Award and Procedures
 - a. Proposal Evaluation
 - b. Contract Award

IMPORTANT NOTE: This Request for Proposals is issued through the HHS Accelerator system to organizations prequalified in the relevant service areas. Accordingly, proposals must be submitted through the HHS Accelerator system in the manner set forth in the 'Procurements' section of the system by the respective prequalified organizations. To learn more, visit www.nyc.gov/hhsaccelerator.

Basic Information

RFP Release Date	January 4, 2016	
Proposal Due Date/Time	Date: February 5, 2016 Time: 2:00 P.M.	
Pre-Proposal Conference	Date: January 14, 2016	Time: 10 AM
	Location: NYC Department of Probation 33 Beaver Street, 18 th Floor Auditorium New York, NY 10004	
	Attendance by proposers is optional, but recommended. If you plan to attend the Pre-Proposal Conference, DOP requests that you RSVP in advance. Please send an email to acco@probation.nyc.gov with the name of your organization and the number of people who will attend.	
Anticipated Contract Term	7/1/16 - 6/30/18 With an option to renew for up to four additional years	
Authorized Agency Contact Person	Eileen Parfrey-Smith Agency Chief Contracting Officer 33 Beaver Street, 21 st Floor New York, NY 10004 acco@probation.nyc.gov	
Anticipated Funding and Payment Structure	<ul style="list-style-type: none"> Total maximum available funding: \$5,066,250 (\$2,846,750 annually) Anticipated # of contracts: 13 (460 weekly mentoring seats) It is anticipated that the payment structure of the contracts awarded will be a combination of line-item reimbursement and pay for performance. DOP also reserves the right to reduce the funding amount accordingly or request a reduced program budget if full enrollment capacity is not maintained on an on-going basis. Proposers may include as part of their funding request a budget for up to 10 additional seats. Award of additional seats would be subject to availability of funds and used at DOP's discretion. 	
Minimum Qualification Requirements for Proposal	<ul style="list-style-type: none"> Proposal site locations must be located in target precincts. Proposals containing sites outside of the target precinct for competition proposed will be deemed non-responsive and rejected. 	
Minimum Qualification Requirements for Award	<ul style="list-style-type: none"> Selected proposer is required to provide proof of site control, for example, through a lease or certificate of occupancy. Demonstration that proposer is tax-exempt and incorporated as a Not-for-Profit in New York State. 	
Subcontracting/Consultants	<p>Subcontracting is permissible under the following conditions:</p> <ul style="list-style-type: none"> The proposer would identify any proposed subcontractor in the proposal Agency assumptions as set forth in the Program Expectations and other sections of this RFP apply equally to any proposed subcontractor All contractors and subcontractors shall be subject to DOP approval before expenses are incurred and payments made 	
Questions Regarding this RFP	<ul style="list-style-type: none"> Questions regarding this RFP should be transmitted in writing to the Authorized Agency Contact Person. Proposers should enter "Arches RFP" in the subject line of the e-mail. 	

This Request for Proposals is issued through the HHS Accelerator system to organizations prequalified in the relevant service areas. Accordingly, proposals must be submitted through the HHS Accelerator system in the manner set forth in the 'Procurements' section of the system by the respective prequalified organizations. To learn more, visit www.nyc.gov/hhsaccelerator.

	<ul style="list-style-type: none"> Proposers should note that any response that may constitute a change to the RFP will not be binding unless DOP subsequently issues such a change as a written addendum to the RFP. Any addenda that may be issued in relation to this RFP will be released to all organizations that are prequalified to propose to this RFP through the HHS Accelerator system. DOP cannot guarantee a timely response to written questions regarding this RFP received less than one week prior to the proposal due date.
<p>Compliance with HireNYC and Reporting Requirements</p>	<p>Contracts awarded through this RFP are subject to compliance with HireNYC and Reporting Requirements. See Attachment G – Hiring and Employment Rider.</p> <ul style="list-style-type: none"> The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services, and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the HireNYC process and obligations, including reporting requirements throughout the life of the contract. The HireNYC process requires contractors to enroll with the HireNYC system within thirty (30) days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

Proposal Submission Instructions

<p>General Guidelines</p>	<ul style="list-style-type: none"> All Proposals must be submitted utilizing the Procurement Tab of the HHS Accelerator system at www.nyc.gov/hhsacceleratorlogin by providers with approved HHS Accelerator Applications, including Business Application and required Service Application(s) for the areas listed in the Services and Providers Tab. Proposals received 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 3-16(o)(5). Please allow sufficient time to complete and submit Proposals, which includes entering information, uploading documents and entering log-in credentials. The HHS Accelerator system will only allow Providers to submit Proposals prior to the Proposal Due Date and Time. Providers are responsible for the timely electronic submission of proposals. It is strongly recommended that Providers complete and submit their Proposals at least 24 hours in advance of the Proposal Due Date and Time. Resources such as user guides, videos, and training dates are listed on www.nyc.gov/hhsaccelerator. For more information about submitting a proposal through the HHS Accelerator system, please contact info@hhsaccelerator.nyc.gov.
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Proposal Details													
<p>Competition Pools</p> <p><i>NOTE: Proposers must submit a separate and complete proposal for each competition.</i></p>	<ul style="list-style-type: none"> Arches will have a total capacity of approximately 460 group mentoring seats operating per week across the five boroughs (230 seats @ two sessions each per week)) Competition Pools (Borough/Community served): <ol style="list-style-type: none"> Bronx (North Bronx) Bronx (South Bronx-1) Bronx (South Bronx-2) Brooklyn (East New York) Brooklyn (Bedford Stuyvesant) Brooklyn (Brownsville) Manhattan (Harlem) Queens (Jamaica) Queens (Far Rockaway) Staten Island Please see Attachment C for funding/service levels per competition and further details of the neighborhoods/Police precincts to be served. The proposal site must be within one of the target precincts for the competition proposed. Any proposals outside of these target areas will be marked non-responsive and rejected. 												
Proposal Title	<ul style="list-style-type: none"> Enter the proposal title 												
Proposal Contact Information	<ul style="list-style-type: none"> Enter the organization’s primary contact person, address, phone number, and email address for this RFP. 												
Service Unit	<ul style="list-style-type: none"> Enter the TOTAL ANNUAL funding request. 												
Site Information	<ul style="list-style-type: none"> Enter the address(es) where services will be delivered. 												
Custom Question	<ul style="list-style-type: none"> Is proposed site located in target police precinct for competition proposed? Enter Yes or No. 												
Proposal Documents													
<p>Required Documents</p> <p>Note: A separate and complete proposal, including all required documents, must be submitted if proposing for more than one (1) competition.</p>	<table border="1"> <thead> <tr> <th>Document Type</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Proposal</td> <td>Proposal Narrative (Not to exceed 30 double-spaced pages with size 12 font and 1-inch page margins)</td> </tr> <tr> <td>Budget</td> <td>Completed Proposal Budget Summary</td> </tr> <tr> <td>References</td> <td>Three (3) Letters of Reference from past funders or other relevant stakeholders</td> </tr> <tr> <td>Linkage Agreement(s)</td> <td>Complete Linkage Agreement(s)</td> </tr> <tr> <td>Resumes and/or Job Descriptions</td> <td>Complete list of resumes and/or job descriptions</td> </tr> </tbody> </table>	Document Type	Description	Proposal	Proposal Narrative (Not to exceed 30 double-spaced pages with size 12 font and 1-inch page margins)	Budget	Completed Proposal Budget Summary	References	Three (3) Letters of Reference from past funders or other relevant stakeholders	Linkage Agreement(s)	Complete Linkage Agreement(s)	Resumes and/or Job Descriptions	Complete list of resumes and/or job descriptions
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	Doing Business Data Form	Completed Doing Business Data Form
Optional Documents	Document Type	Description
	Budget	Proposers may include as part of their funding request a budget for up to 10 additional seats. Award of additional seats would be subject to availability of funds and used at DOP's discretion.
Additional Requirements for Documents	<ul style="list-style-type: none"> • Proposal document file size cannot exceed 12 MB. • Proposal documents must be in one of the following file formats: Word (.doc, .docx), PDF (.pdf), and Excel (.xls, .xlsx). • Only one document file can be added to each required document slot. If you need to combine documents, complete one of the following steps: <ul style="list-style-type: none"> ○ For Word documents: Cut and paste contents of all documents into one Word document. ○ For PDF documents: Combine files into a single PDF. ○ For printed documents: Scan the multiple documents into a single document. 	

Section 1 – Program Background

The New York City Department of Probation (DOP) helps build stronger and safer communities by supervising people on probation, fostering positive change in their decision-making and behavior, and expanding opportunities for them to move out of the criminal and juvenile justice systems through meaningful education, employment, health services, family engagement and civic participation.

To better accomplish its mission, DOP focuses service delivery on the neighborhood level. The vehicle for DOP's neighborhood-based strategy is the Neighborhood Opportunity Network (NeON)¹. At the heart of the NeON is a network of partners – individuals and organizations, public and private – working together to improve public safety by linking people on probation to quality opportunities, resources and services and by strengthening community capacity to find solutions to complex challenges.

As part of the NeON initiative, DOP developed a transformative mentoring program, Arches, which has been provided to young adults on probation by community based organizations under contract with the Mayor's Fund to Advance New York City (Mayor's Fund). Arches was initiated on July 1, 2012, in partnership with the NYC Center for Economic Opportunity (CEO), as part of the Young Men's Initiative (YMI) and is funded through June 30, 2016 by Bloomberg Philanthropies.

Preliminary evidence suggests that DOP programming, such as the Arches program², which targets high crime neighborhoods, is associated with lower short-term recidivism and decreased violations among adolescents and young adults aged 16-24. Building on the preliminary success of the Arches model, DOP also provides transformative mentoring opportunities for high risk youth (not necessarily on probation) who live in and around 15 New York City Housing Authority (NYCHA) housing developments through the Next STEPS (Striving Towards Engagement and Peaceful Solutions): A Transformative Mentoring Intervention, as part of a broader Mayoral neighborhood safety initiative.

Through this RFP, DOP is seeking appropriately qualified community-based providers to make available neighborhood based transformative mentoring services to young adults on probation beginning, July 1, 2016, upon the expiration of the previously referenced Arches contracts. Arches targets adolescents and young adults who are (1) under NYC DOP probation supervision; (2) between the ages of 16 and 24; and (3) reside in or adjacent to the targeted neighborhoods. Other targeted populations and eligibility criteria may be determined by DOP.

¹ For more information on the NeON's, please visit DOP's website at <http://www.nyc.gov/html/prob/html/neon/neon.shtml>

² Arches is currently undergoing a rigorous evaluation conducted by the Urban Institute. Once completed, these findings may inform further modification of the program model and its operational components.

Arches: The Model

Arches is based on mentoring programs developed by the Mentoring Center in Oakland, California. It is grounded in positive youth development³ and uses an evidence-based curriculum employing cognitive behavioral principles.

The core components of the Arches model include (1) a group process that encourages participants to become an important support system for each other; (2) a curriculum based on cognitive behavioral principles delivered by culturally appropriate mentors, “credible messengers”; (3) mentors who are available for intensive support, advice, and guidance; (4) incorporation of positive youth development values, principles and practices; (5) case management provided by DOP Probation Officers; and (6) participant stipends. The focus is on the achievement of pro-social developmental outcomes – such as the ability to seek help in a crisis, identify and resolve conflict peacefully, show up on time, and handle a job interview – that can prepare a person for education, employment, and civic participation. As such, successful participation in the Arches intervention would also prepare clients for future involvement in education and/or work readiness programming.

Many high risk young adults need a series of interventions to help them desist from criminal activity or violent behavior, and strengthen their attachment to education, employment and community. The group mentoring model is designed to meet young people where they are in this process of pro-social engagement, focusing on changes in cognition/thinking and the attainment of problem-solving/social skills that often precede the ability to secure concrete attainments in education/employment, healthy personal relationships, and avoidance of criminal behavior.

In each mentoring group, a team of five paid mentors will deliver a cognitive behavioral curriculum to a group of up to 20 young adults twice a week, in the evening, and/or on weekends. Through the group mentoring and Interactive Journaling sessions, mentors work with participants to address their attitudes, knowledge, and skills in key areas, including **relationships and communication** (e.g., being able to anticipate future situations where negative peer/social pressure might be present and being able to respond effectively, including issues related to domestic violence/intimate partner violence); **responsible behavior** (e.g., cost-benefit analysis of illegal/irresponsible behavior); **handling difficult feelings** (e.g., understanding how difficult feelings can lead to negative behaviors); and **individual change planning** (e.g., identifying and having the skills needed to implement positive behavior change). In addition, the program’s open access to mentors outside of group sessions provide participants with positive adults who are there to support them through challenging situations, address their behaviors and attitudes, serve as role models, help them reach their goals, and can be counted on to be there for them.

³ Positive youth development is a comprehensive developmentally-appropriate framework that emphasizes the importance of building on the positive attributes that young people have to promote their success.

The intervention will utilize “Interactive Journaling,” an evidence-based curriculum developed by The Change Companies⁴ that uses a journaling process to assess a client’s readiness to change, and provides strategies that lead an individual successfully through the process of change, action, and maintenance of prosocial behavior.

In conjunction with the mentoring, participating young adults will work one-on-one with their DOP probation officers, who have received training in the Arches approach and provide case management. Young adults, together with their probation officers will have developed Individual Achievement Plans (IAPs)⁵ that identify the developmental milestones that will help prepare them to engage productively in education, work, and civic life. The seven IAP domains include housing, education, workforce development, healthy relationships with a positive adult, antisocial/criminal thinking, behavioral health, and additional services and support. Young adults with identified needs in the domains of antisocial/criminal thinking, healthy relationships with a positive adult, education, and/or workforce development would be targeted for this intervention.

Probation officers will be responsible for ensuring that appropriate young adults on probation are referred to the program. The key point of contact for the probation officer will be the Project coordinator. Probation officers, as the primary case managers, will also be responsible for coordinating necessary referrals for young adults on probation, including referrals for services for health and mental health, substance abuse, and anger management, as well as connections to educational and employment opportunities.

The intervention is designed with the assumption that some participants may continue to display negative attitudes and behaviors during the program period. There should be no expulsion or rejection of participants who might continue to engage in negative behavior during the intervention period⁶. A balance of clear expectations and support would be the strategic, non-judgmental approach to working with the most reluctant participants.

It is expected that a hot, nutritious meal would be served at each group session. In addition, participating young adults would receive a cash or cash-like stipend at predetermined intervals, as prescribed by DOP, during their participation in the group process.⁷

DOP expects to include the providers awarded through this RFP to the existing learning network which includes organizations delivering the Next STEPS intervention in order for program providers to learn from one another and strengthen the capacity to deliver an effective and meaningful intervention.

⁴ Proctor, S., Hoffman, N., Allison, S. (Feb 2011). The effectiveness of interactive journaling in reducing recidivism among substance-dependent jail inmates. *International Journal of Offender Therapy and Comparative Criminology*, 1-16.

⁵ Individual Achievement Plans (IAPs) are developed by probation officers and their clients are an essential part of the probation model for all clients. IAP’s are individualized and transparent probation agreements with specific goals and conditions that match the interests, needs and challenges of each probation client.

⁶ The only anticipated exception would be in cases that pose serious safety concerns.

⁷ Approximately \$900 annually per participant has been set aside for participant stipends. DOP anticipates centrally administering stipend payments and that this amount will not be included in the contractor’s budget.

Section 2 – Program Expectations and Proposal Instructions

A. Organizational Experience and Capability

1. Program Expectations

- a. The contractor would have the organizational capability to begin services by the contract start date to ensure the continuation of on-going and uninterrupted services at the conclusion of the existing Arches program contracts.
- b. The contractor would be a not-for-profit organization with at least three years of successful relevant experience in the last five years providing similar services, to young adults involved in the criminal justice system.
- c. The contractor would have experience, either directly or through a subcontractor, delivering services in the targeted community for the competition proposed.
- d. The contractor would have a demonstrated understanding of the targeted communities for the competition proposed.
- e. The contractor would have a demonstrated history of working in or with other service providers in the targeted community for the competition(s) proposed.
- f. The contractor would have experience operating a program that involved a group process for young adults.
- g. The contractor would have experience providing cognitive-behavioral therapeutic interventions/programs.
- h. The contractor would have experience facilitating training for staff members.
- i. The contractor would have experience tracking participant data and outcomes, as well as the organizational capacity to make program improvements upon review of programmatic data.

2. Proposal Instructions

- a. Describe the proposer's successful relevant experience and capability as it relates to the proposed program, based on the expectations outlined in this section. If proposing to use a subcontractor, proposers should also provide a detailed description of the subcontractor's relevant successful experience and capability as it relates to the proposed program.
 - i. For previous experience cited, proposers should include descriptions of the relevant services/programs offered, dates of operation and program goals/impact (including numbers served and outcomes achieved).
- b. Attach three (3) relevant letters of reference from past funders or other relevant stakeholders qualified to comment on past performance.

3. Evaluation:

- a. This section will be evaluated based on the extent to which the proposer demonstrates successful relevant experience and capability to provide the program based on the criteria in this section. It is worth a maximum of **25** points in the proposal evaluation.

B. Group Process and Mentoring

1. Program Expectations:

- a. The contractor would run a mentoring group for each site, during which a team of five paid mentors⁸ delivers the 48 group session cognitive behavioral curriculum (“Interactive Journaling”)⁹ to a group of up to 20 young adults twice a week. The anticipated duration of program participation for each participant, in order to complete the full 48 sessions, is approximately 9 months¹⁰. Stipends would be available for a maximum of 48 sessions per participant. Any participation beyond 48 sessions, to the extent there is capacity in the group and budget, would not be eligible for further stipend payment. Each group session would last a minimum of one and a half hours, including time for a group meal and the session. Groups would be open and on-going with rolling admissions.
- b. The contractor would ensure that services will be available as of the contract start date and would be available to meet with DOP upon notification of proposed contract award to coordinate transition planning for participants currently served under the existing Arches program.
- c. The contractor would provide a nutritious hot meal and Metro Cards¹¹ to participants at each group session.
- d. The contractor would incorporate intrinsic and extrinsic incentives into the program model, including non-financial incentives.
- e. The contractor would provide an orientation to each participant
- f. The contractor would ensure that, in addition to the twice weekly group sessions, all mentors would be available to meet with participants during the week, most likely before and after the group sessions. Mentors would also be available by phone for support, advice and guidance.
- g. The contractor would be responsible for performing outreach and attempt to re-engage participants who fail to show up for multiple group sessions.
- h. It is anticipated that stipends totaling \$900¹² would be available for each participant, based on a pre-determined schedule to be provided by DOP upon contract award. It is anticipated that the stipend schedule will include a payment tied to participants’ full completion of the post-test assessment. Stipend costs would be assumed by DOP and would not be included in the

⁸ Groups would maintain a 1:4 mentor to participant ratio.

⁹ Interactive Journaling is a cognitive behavioral curriculum developed by the Change Companies. Interactive Journaling uses journaling to assess participant’s readiness to change and provides strategies that lead an individual successfully through the process of change, action, and maintenance of prosocial behavior. The curriculum is age-appropriate, suitable for use by young adult populations, and requires a third grade reading level.

¹⁰ The length of stay is not expected nor required to be continuous for each participant, rather it would be counted as each participant’s cumulative participation.

¹¹ Metro cards would only be provided to participants in need of public transportation to reach the group meeting site.

¹² It is anticipated that the stipend maximum of \$900 per participant would be structured as follows: \$15 per attendance at group session (up to maximum of 48 sessions per participant), \$40 for completing pre-assessment, \$40 for completion post-assessment and \$100 completion bonus for completion of 48 sessions.

contract budget. It is anticipated that participants would be issued debit cards and stipends will be disbursed, according to the DOP stipend schedule, based on data submitted by the contractor in DOP's online data tracking system.

- i. The contractor would run the program outside of normal 9:00 A.M. to 5:00 P.M. business hours to accommodate participants who are working or are in school, groups would be conducted in the evenings and/ or on weekends.
- j. The contractor would be responsible for the creation of a safe space and establishment of behavioral norms that would keep all participants feeling safe and respected when they are in the program.
- k. The contractor would administer the pre- and post-assessments according to DOP protocol
- l. In addition to twice weekly group sessions, mentors would be available to meet one-on-one with the young adults during the week, at minimum before and after the group sessions. Mentors would also be available by phone for support, advice and guidance.
- m. Mentors, in both group and one-on-one sessions, will work with the young adults to reinforce the goals set forth in the IAP's.
- n. The contractor would ensure that there is no expulsion or rejection of participants who might continue to engage in negative behavior during the intervention period¹³. A balance of clear expectations and support would be the strategic, non-judgmental approach to working with the most reluctant participants.
- o. The contractor would assist program participants, in collaboration with the probation officer, to make connections to educational/work readiness programming upon completion of mentoring sessions and successful exit from Arches.

2. Proposal Instructions:

- a. Describe start-up plan detailing steps to be taken to ensure program services are ready to begin as of the contract start date.
- b. Describe the proposed approach to the Group Process and Mentoring component, addressing the program expectations in this section. Specifically describe the plan for providing the twice weekly group-sessions, including how the program will be run outside of normal 9 to 5 business hours, providing a nutritious hot meal as well as how intrinsic and extrinsic incentives would be incorporated into the program model, based on the Program Expectations outlined in this section. If proposing to use a subcontractor, the services to be provided by the subcontractor should be fully detailed as well.
- c. Describe a plan for structuring mentor availability outside of the group sessions, both in person and by phone, based on the Program Expectations outlined in this section.

¹³ The only anticipated exception would be in cases that pose serious safety concerns.

3. Evaluation:

- a. This section will be evaluated based on the quality of the proposed approach to provide the services outlined above based on the criteria in this section. It is worth a maximum of **25 points** in the Proposal Evaluation.

C. Staffing

1. Program Expectations:

- a. The contractor would ensure that appropriate staffing levels are maintained, that staff are appropriately qualified and that staffing is sufficient to help participants achieve program milestones and outcomes.
- b. The contractor would include a plan for recruiting, hiring, and training staff.
- c. The contractor would ensure that all program staff is culturally competent, familiar with the targeted communities where participants are anticipated to reside, and have an appreciation for and sensitivity to diverse languages, traditions, and family structures. Additionally, the contractor would ensure that the program environment is friendly and supportive and all youth served are treated with dignity and respect¹⁴. The contractor would integrate this knowledge into service delivery.
- d. The contractor would be responsible for recruiting, hiring and supervising five paid mentors¹⁵ per group. Mentors could be full or part-time employees or independent contractors¹⁶, but must be able to demonstrate that they are able to commit to a minimum number of hours per week of service to the program. Mentors would be “credible messengers” who are well respected, invested in, and trusted in the communities where participants reside. Mentors must be culturally competent with a strong understanding of the target population, and must be familiar with the unique challenges faced by young adults who live there. Mentors would include a mix of people who themselves have been justice-involved, those who work in the private and nonprofit sectors, and respected community residents.
- e. The contractor would ensure that at least one mentor in each group has experience with group facilitation to serve as Lead Mentor. Mentors would be trained in the use of cognitive behavioral therapies, motivational interviewing, and/or positive youth development prior to starting mentoring group sessions. The contractor would provide on-going training to mentors¹⁷.
- f. The contractor would employ at least one project coordinator who would be responsible for administration of the program, including reporting to/meeting with DOP (including participation in Project Coordinator Meetings) and

¹⁴ This includes clients and their families who are lesbian, gay, bisexual, transgender, or questioning (LGBTQ).

¹⁵ Mentors should be paid a minimum of \$15.00 per hour for their time, including facilitating and participating in mentoring groups, meeting one-on-one with participants, being available for support, advice and guidance, as well as participating in regularly scheduled trainings and supervision.

¹⁶ While some mentors might be employed on the contractor’s staff and serve as mentors as part of their employment opportunities, DOP expects that a significant percentage of mentors will be hired from outside the organization on a contractual part-time basis.

¹⁷ It is anticipated that DOP would provide an initial training and contractors would be responsible for providing on-going training to new and existing staff thereafter.

supervision of mentors. It is expected that the project coordinator would be the main point of contact for DOP program staff as well as probation officers. The project coordinator should be a full-time employee¹⁸ and would have a Master's Degree in Social Work (MSW) or similar relevant graduate degree or would have at least five years of similar relevant on-the-job experience.

2. Proposal Instructions

- a. Describe the proposed approach to Staffing based on the Program Expectations outlined in this section, including a detailed training plan.
- b. Describe the proposed staff, salaried and non-salaried, that will provide program services. Demonstrate that staff will be appropriately qualified; and that such staffing covers the key functions outlined above and is sufficient to help participants achieve program milestones and outcomes.
- c. Attach:
 - i. Resumes for key staff already identified;
 - ii. For other key staff positions, job descriptions showing the required qualifications

3. Evaluation:

- a. This section will be evaluated based on the quality of the staffing plan based on the criteria in this section. It is worth a maximum of **20** points in the Proposal Evaluation.

D. Partnerships, Collaborations and Linkages

1. Program Expectations:

- a. The contractor would establish and maintain effective on-going relationships with DOP staff, program participants, their families and communities. This includes on-going communication and engagement with participant's probation officers.
- b. The contractor would cultivate and maintain relationships with DOP probation officers to help ensure sufficient program referrals.
- c. The contractor would establish effective linkages and/or subcontracts with local neighborhood based organizations in each neighborhood that will be served within the competition proposed that will contribute to the creation of a program responsive to youth and families within their local communities.
- d. The contractor would leverage additional resources, for example by developing effective partnerships, collaborations, and linkages, with appropriate community based organizations, government agencies, education providers, and other service providers to ensure that participants have access to comprehensive services to meet needs identified through case management activities.

¹⁸ Project coordinator should be a full-time employee of the contractor or subcontractor (if applicable). The project coordinator could have other assigned duties within the organization but must devote sufficient time to Arches for program success.

- e. The contractor would participate in on-going Learning Community meetings, which include organizations delivering the Next STEPS intervention, in order for program providers to learn from one another and strengthen the capacity to deliver an effective and meaningful intervention.

2. Proposal Instructions

- a. Describe the proposed approach to Partnerships, Collaborations and Linkages, based on the Program Expectations outlined in this section.
- b. Demonstrate how the proposed linkages will be relevant to the proposed program and effective in helping participants achieve program milestones and outcomes.
- c. Attach completed linkage agreement(s) (Attachment B)
 - i. Proposer must attach at least one linkage agreement for a service provider located in each community targeted within the competition proposed.
 - ii. Proposers should attach a linkage agreement for any other proposed linkages that are described in the narrative. Please note only linkages with corresponding agreements will be considered.

3. Evaluation:

- b. This section will be evaluated based on the quality of the proposed approach to provide services outlined above based on the criteria in this section. It is worth a maximum of 5 points in the Proposal Evaluation.

E. Facilities

1. Program Expectations

- a. The contractor would identify an appropriate site location(s)¹⁹ for each group that will be run. Groups and other services would be held in a safe, neutral space that is conveniently located and the group site must be located in at least one of target precincts as defined in Attachment C²⁰. For competitions where there is a NeON location in one of the target precincts²¹, it is anticipated that a group could be held at the same location as the DOP NeON site, if appropriate and subject to availability of space²² as well as any relevant safety concerns.
- b. The contractor would ensure that the site is accessible by public transportation, and would be appropriate for group sessions and meetings with mentors.
- c. The Contractor would ensure that the building and all facilities and equipment therein meet the local fire, health, and safety standards and comply with the American Disabilities Act (ADA) standards. If facilities do not meet ADA standards, the contractor must provide alternative measures, subject to DOP approval, such as access to other suitable space, to make activities accessible to persons with disabilities.

¹⁹ DOP reserves the right to request an alternate site location at the time of contract award.

²⁰ Proposals containing sites outside of the target precinct will be deemed non-responsive and rejected.

²¹ It is anticipated that the majority of referrals for these competitions will come from the local NeON

²² Negotiations for space at these locations would be the responsibility of the contractor.

2. Proposal Instructions

- a. Describe the proposed approach to Facilities/Site Location-based on the “Program Expectations” outlined in this section.
- b. Identify and describe the proposed site location(s)²³ including where group sessions and meetings with mentors will take place. Demonstrate that the site location(s) will be in a safe and neutral location, located within the target community, and accessible by public transportation, as well as appropriate in size and design to accommodate any program activities and any on-site administrative functions.
- c. Demonstrate that the building and space and equipment therein meet the local fire, health and safety standards. Demonstrate that the facility will meet ADA standards or that alternative measures will make program activities accessible to persons with disabilities.

3. Evaluation

- a. This section will be evaluated on the site considerations outlined above based on the criteria in this section. It is worth a maximum of **10** points in the Proposal Evaluation.

F. Monitoring and Reporting

1. Program Expectations:

- a. The contractor would work closely with DOP to measure and report regularly on program outcomes.
- b. The contractor would submit monthly and quarterly reports to DOP, including specific information about participant enrollment and attendance, mentor contact hours, and participant progress.
- c. The contractor would submit reports and notifications to participant’s probation officers, in the manner and form prescribed by DOP upon contract award.
- d. The contractor would be required to track/capture participant enrollment and attendance, and report on participant outcomes through the use of DOP’s on-line data collection system and other reporting as requested.
- e. Outcomes/tracking for this program focus on the key components of the program that must be implemented successfully in order to effect meaningful change in participants -- namely, an effective group process predicated on sufficient and sustained program enrollment, regularly scheduled and held group mentoring sessions, ongoing contact with participants in group mentoring sessions , one-on-one mentoring sessions, and outreach for re-engagement when participants are not attending group sessions, and maintenance of an appropriate mentor to participant ratio. Successful program outcomes as well as changes in participants’ attitudes, knowledge, and skills related to positive behavior change (e.g., participants’ internal motivation for change, knowing how to identify negative people/places/things that influence their behavior, being

²³ At the time of contract award, the selected proposer would be required to provide proof of site control, for example, through a lease or certificate of occupancy.

able to substitute problem behaviors with healthy alternatives) and participants' self-reported access to supportive adult role models/mentors will also be tracked.

- f. It is expected that the contractor would achieve the following outcomes²⁴:
 - i. 100% of each site's enrolled participants would receive a minimum of 8 contacts²⁵ per month
 - ii. At least 50% of participants will have a successful program exit²⁶
 - iii. Average daily attendance of at least 60%
 - iv. Reduction of recidivism rates by 5-10%
- g. Contractors will be required to report regularly on program performance metrics and expenses. Programs will also need to provide researchers from DOP or its external evaluators with access to program staff and participants, provide information on program activities and participant level data. DOP or its external evaluator will periodically visit the provider to observe program activities and obtain detailed data on participant activities within the program. Other monitoring and evaluation activities may include surveys, focus groups, administrative record reviews, as well as regular telephone/email contact to document the program's status and follow-up with participants after program completion. DOP or its external evaluators may also conduct staff and enrollee interviews, as well as obtain and analyze baseline and program data for research, compliance and program monitoring purposes.

2. Proposal Instructions

- a. Describe the proposed approach to Monitoring and Reporting based on the expectations outlined in this section.
- b. Describe record keeping, data collection and procedures for documenting and reporting services delivered and outcomes
- c. Summarize previous experience collecting data and meeting reporting requirements.
- d. Indicate what quality control measures will be in place to assure timely, accurate and reliable data.
- e. Describe how outcome achievement data will be used to improve program performance.

²⁴ DOP reserves the right to modify outcomes during the contract term.

²⁵ Contacts include: Attendance at group sessions, one-on-one mentoring sessions, and outreach

²⁶ Successful program exit is defined as: (1) Participants attending at least 36 group mentoring sessions (although participant must attend 48 sessions to receive full stipend payment and completion bonus), OR (2) participant completion of at least half of the Interactive Journals, and participant experiences a documented positive exit such as: exiting for education, employment, military or other intervention/services such as substance abuse or mental health treatment.

3. Evaluation:

- a. This section will be evaluated based on the quality of the proposed approach to Administrative Responsibilities/Monitoring/Reporting based on the criteria in this section. It is worth a maximum of 5 points in the Proposal Evaluation.

G. Budget Management

1. Program Expectations:

- a. The proposed budget represents the annual costs to provide services for the proposed program.
- b. The contractor's costs would enable the effective delivery of services described in this RFP. Competitive pricing is encouraged.
- c. The payment structure of the contract awarded from this RFP will be based on a combination of line-item budget reimbursement and specific performance-based outcome measures. It is anticipated that the performance-based component will not exceed twenty percent (25%) of the total contract value. It is anticipated that the performance-based milestones would be comprised of:
 - i. 10%: Participant Contacts - Monthly milestone payment for meeting threshold of required number of monthly contacts (including attendance at group sessions, one-on-one mentoring and outreach)
 - ii. 5% Participant Attendance- Monthly payment for exceeding attendance outcome
 - iii. 5% Positive Exits- Annual payment for exceeding positive exit outcome.
 - iv. 5% Timeliness of reporting- Monthly milestone payment for on-time submission and completeness of monthly reports including pre and post assessment data
- d. The contractor could include start-up costs as a line-item, to be utilized in the event participants need to be transitioned from an existing Arches program. Utilization of this line-item would be subject to prior approval by DOP, at DOP's sole discretion.
- e. The contractor could propose reserve capacity for 10 additional seats. Any additional funding request cannot exceed \$48,250. If the additional seats are awarded, the budget would only be available for invoicing against upon DOP's notification.

2. Proposal Instructions:

- a. Complete and attach the Proposal Budget Summary (Attachment F)²⁷. Proposers should review DOP's Fiscal Manual for guidance on completing the proposed budget. The Fiscal Manual can be accessed on the DOP website: <http://www.nyc.gov/html/prob/html/contracting/manual.shtml>
- b. Include in the Proposal document a Budget Narrative that fully describes how you would plan for and manage costs for this program, based on the program expectations outlined throughout this RFP and consistent with the proposed

²⁷ Proposers should not include stipends and costs for journals as part of the proposed budget. It is anticipated that DOP will centrally administer stipend funds and purchase journals for program participants.

program design, including appropriate justification of the cost per participant.

Budget narrative should include:

- i. Justification for each cost item with a description of how the budget would support the proposal, including the identification and justification of all Personnel and Other than Personnel Services (OTPS), including administrative costs and fringe benefits.
 - ii. For Personnel Services, include titles of each position (full time and part time) for this program and explain how the costs for each position were determined (such as a percentage of full-time salary or hourly rate multiplied by the number of hours).
 - iii. For operation, utilities and other support expenses, list each item and explain how the costs (of each one) were determined.
 - iv. For Rent and Occupancy, describe the space costs, including those involving a rental expense, their importance in the proposed program, and how costs were determined.
 - v. For contracted services, list the associated cost included in the funding request, explaining how the cost of the assigned work for the program was calculated. If it is a non-program service purchased from a vendor, describe the nature of the service, why it is needed, and how the costs relating to its purchase were determined.
- c. Proposers interested in reserve capacity of 10 additional seats should attach a second Proposal Budget Summary (Attachment F) reflecting the relevant costs. These costs should also be outlined in the budget narrative.

3. Evaluation:

- a. This section will be evaluated based on the quality of the proposed budget and extent to which the Proposer demonstrates compliance with the criteria in this section. It is worth a maximum of 10 points in the Proposal Evaluation.

Section 3 – List of Attachments

**All attachments for this RFP can be found in the RFP Documents tab in the HHS Accelerator system.*

- Attachment A – General Information and Regulatory Requirements
- Attachment B – Linkage Agreement Form
- Attachment C – Competition Funding and Service Levels
- Attachment D – List of NeON Locations/Addresses
- Attachment E – Doing Business Data Form
- Attachment F – Proposal Budget Summary
- Attachment G – Hiring and Employment Rider

Section 4 – Basis for Contract Award and Procedures

A. Proposal Evaluation

All proposals received by DOP will be reviewed to determine whether they are responsive or nonresponsive to the requirements of this RFP. Proposals which DOP determines to be nonresponsive will be rejected. The DOP Evaluation Committee(s) will evaluate and rate all remaining proposals based on the Evaluation Criteria outlined in this RFP. DOP reserves the right to conduct site visits, to conduct interviews, or to request that proposers make presentations, as deemed applicable and appropriate. Although DOP 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 terms.

B. 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 and other such factors or criteria which are set forth in this RFP. Proposals will be ranked in descending order of their overall average technical scores and DOP will establish a shortlist through a natural break in scores for technically viable proposals. Awards will be made to the highest rated vendors whose proposals are technically viable and whose prices do not exceed the conditions set forth in the RFP. However:

- DOP reserves the right to make awards to ensure 1) appropriate distribution of necessary programs and services within and across geographic areas, as well as to ensure access to programming, including proximity to target NeON locations (where applicable); and 2) program diversity (that is, programs that vary by factors such as programmatic methodologies, target sub-groups, types of partnerships and collaborations to provide support and follow-up services)
- DOP reserves the right to award less than the full amount of funding requested and modify the allocation of funds among competitions in the best interests of the City.

This Request for Proposals is issued through the HHS Accelerator system to organizations prequalified in the relevant service areas. Accordingly, proposals must be submitted through the HHS Accelerator system in the manner set forth in the 'Procurements' section of the system by the respective prequalified organizations. To learn more, visit www.nyc.gov/hhsaccelerator.

- DOP reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.
- In the event that a proposer is eligible for more than one contract award from this RFP, DOP 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 competition the proposer will be awarded contracts and at what level of services and dollar value.
- DOP reserves the right, prior to contract registration and during the term of the contract, to change the program service size, program type, and/or model of its population depending on the needs of the system.

Contract Award shall be subject to:

- Demonstration that the proposer has, or will have by the conclusion of negotiations, site control of an appropriate program facility.
- Demonstration that proposer is tax-exempt and incorporated as a Not-for-Profit in New York State. Compliance will be shown by submission 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, and a copy of the Certificate of Incorporation issued by the State Department of State.
- Timely completion of contract negotiations between DOP and the selected proposer.

General Information and Regulatory Requirements

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

Applicable Laws. This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-0010.

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

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

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

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

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

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

Confidential, Proprietary Information or Trade Secrets. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

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

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

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

Compliance with Local Law 34 of 2007. Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this proposal submission, and should do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the proposal submission is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

Recruitment and Hiring of Staff/Arrest Notification. On August 4, 2011, as part of the Young Men's Initiative, Mayor Bloomberg issued Executive Order 151 (EO 151) stating with respect to any employment governed by Article 23-A of the NYS Correction Law, with few exceptions, City agencies are prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, or asking any questions about an applicant's prior criminal convictions before or during the first interview. In keeping with the objectives of EO 151, Contractors selected as a result of this RFP will likewise generally be prohibited from asking questions regarding an applicant's prior criminal convictions on any preliminary employment applications, and from asking any questions about an applicant's prior criminal convictions before or during the first interview. In addition, Contractors will be required to comply with Article 23-A, including the requirement that determinations of hiring based on prior criminal convictions must be limited to a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or where their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public. The contractor shall report any conviction or subsequent arrest of any staff member (paid or volunteer) of which it becomes aware to the Agency.

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.

Americans with Disabilities Act (ADA). Program Facilities should be easily accessible to people with disabilities and should meet all requirements of the ADA. If not, DOP/CEO-approved alternative measures, such as access to other suitable space, should be used to make activities accessible to persons with disabilities.

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

Food Guidelines [Food policy guidelines apply to prime contractors and subcontractors]

(a) Pursuant to Local Law 50 of 2011, codified at section 6-130 of the New York City Administrative Code, the New York State Food Purchasing Guidelines, available at http://www.nyc.gov/html/mocs/html/vendors/food_purchasing_guidelines.shtml, shall apply to contracts valued at more than \$100,000 for food or food-related services (e.g., catering), and to any contract for social services through which more than \$100,000 of food would be purchased annually in fulfillment of the contract. The New York State Department of Agriculture & Markets list of food items available from New York State sources is available at <http://www.nyc.gov/html/mocs/downloads/pdf/NYSFoodList.pdf>.

(b) If the contract includes a requirement that the contractor supply food to program participants as a material part of the client services funded by the Agency/Department then the contractor shall provide a healthy food environment in connection with the client services provided under the contract by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under the contract, including compliance with the New York City Food Standards for beverage vending and food vending machines (<http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml>) for any vending machines to which program participants are granted access.

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

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

Supplementary Information

WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
 - (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
 - (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
 - (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
 - (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
 - (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.
2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS**

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

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

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

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

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

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

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

Notice for Proposers – Subcontractor Compliance:

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

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

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

NOTICE TO PROPOSERS

Please be advised that the City of New York has issued a new Human Services Standard Contract. The new Contract, which is incorporated in this Request for Proposals, includes changes that reflect amendments to the New York Executive Law and Not-for-Profit Corporation Law by the Non-Profit Revitalization Act of 2013 ("NPRA"). Significant changes include the following:

SECTION 1.01 DEFINITIONS

New definitions for "key employee," "improper related party transaction," "related party," and "related party transaction" have been added to reflect new definitions in section 102(a) of the Not-for-Profit Corporation Law.

SECTION 4.07 RECOUPMENT OF DISALLOWANCE, IMPROPERLY INCURRED COSTS, AND OVERPAYMENTS

A change allows the City to recoup amounts incurred on any improper Related Party Transaction, as defined in section 1.01.

SECTION 5.01 RECORDS TO BE MAINTAINED

New records have been added to the list of records not-for-profit corporations are required to maintain and/or provide for inspection, including: the contractor's conflicts of interest policy, the contractor's whistleblower policy (if required by law), the documentation required for approval of related-party transactions, and a related party's disclosure statement.

SECTION 5.06 ADDITIONAL AUDIT AND FINANCIAL REPORTING REQUIREMENTS

The audit requirements have been changed to reflect changes in Executive Law section 172-b.

SECTION 6.05 BOARD OF DIRECTORS

The provisions relating to Boards of Directors previously in section 2.02(D)-(H) of Appendix B have been moved into this contract. Consistent with the NPRA, subdivision (B) now specifies that board members cannot be present during deliberation of certain personnel matters.

SECTION 6.06 CONFLICTS OF INTEREST POLICY

A new section has been added requiring contractors to maintain a conflict of interest policy if required by Not-for-Profit Corporation Law section 715-a(a).

Please refer to the contract itself for a full understanding and the actual text of the changes that were made. The text of the Contract is the controlling document should there be any discrepancies between this notice and the Contract.

Public Assistance Hiring Commitment Rider for HRA, DHS, ACS, DYCD, DFTA, DOHMH and SBS

- A. The Public Assistance Hiring Commitment is an initiative administered by the Human Resources Administration (“HRA”) through its Business Link program, and seeks to match employers with qualified job-seekers. For the duration of this Contract, and subject to any qualified exceptions listed in **Subsection H** below, Contractor shall hire at least one (1) Public Assistance Recipient (“PA Recipient”) for each two hundred fifty thousand dollars (\$250,000.00) in annual value of this Contract. If Contractor believes it should be exempted from the requirements of this Rider, Contractor may submit a request for an exemption based on the reasons outlined below in **Subsection H**.
- B. Contractor shall hire PA Recipients for employment of at least twenty (20) hours per week for the duration of at least one (1) year.
1. Contractor shall pay hired PA Recipients at least the legally mandated minimum wage.
 2. Contractor may meet the requirements of this Rider through the hiring of PA Recipients by its subcontractors.
 3. Positions of employment may be at any site or within any program operated by the Contractor.
 4. In the event a PA Recipient hired by a Contractor is not retained for one (1) full year, the Contractor must hire and retain another PA Recipient for the remainder of the year in order to be credited for making one (1) required hire. When the Contractor replaces a hired PA Recipient before one (1) year has passed, this replacement will not count as an additional employee toward fulfilling Contractor’s hiring requirement.
 5. Contractor shall seek to retain hired PA Recipients beyond the one (1) year requirement of this Rider. In accordance with **Subsection H(3)** below, if Contractor retains a PA Recipient hired pursuant to this Rider beyond one (1) year, Contractor may qualify for a full or partial exemption of its hiring requirements in the subsequent year.
- C. Business Link will consult with Contractor to assess Contractor’s employment needs and minimum job qualifications, as determined by Contractor. Business Link will make referrals appropriate to those needs. Within ten (10) calendar days of the commencement date and any subsequent anniversary date of the start date of this Contract, the Contractor shall submit (i) all Contract information where the counterparty is HRA, DHS, or ACS; and (ii) contact information for the Contractor’s primary human resources contact and his/her supervisor; an organization chart, job titles, duties and qualifications for the last three years of hires in Contractor’s organization; and the estimated volume of annual hires.
- D. Within thirty (30) calendar days of: (i) the commencement date of the Contract; or (ii) the date of program start (e.g., shelter opening), whichever date is later, and any subsequent anniversary date of the commencement date of this Contract, Contractor shall submit an implementation plan detailing how Contractor will meet the hiring requirements of this Rider. If necessary, Contractor may request the assistance of Business Link in developing its implementation plan; however, Contractor must still submit its implementation plan within thirty (30) calendar days of the Contract commencement date and subsequent anniversary dates. If Contractor is determined by HRA, in consultation with [AGENCY], to be in compliance with this Rider during the previous Contract year, HRA will notify Contractor that it is not required to submit a new implementation plan.

- E. Contractor shall send all documentation to: HRA’s Business Link – Contractor Hiring Unit, located at 348 West 34th Street, New York, New York 10001. Documents may also be emailed to the Contractor Hiring Unit of Business Link at businesslink@hra.nyc.gov. Contractor shall submit any additional relevant information within ten (10) calendar days of a request from HRA. In consultation with [Agency], HRA will review Contractor’s documentation to determine the required number of PA Recipients Contractor shall hire and the allocated timeframe in which to hire these PA Recipients.
- F. Contractor shall begin instituting the implementation plan within ninety (90) calendar days of the Contract commencement date and shall notify HRA of potential job openings and their minimum job qualifications as determined by Contractor. As other job openings arise, Contractor shall send appropriate listings to HRA for the life of this Contract. Contractor may request the assistance of HRA in identifying potential employees. In such case, HRA will refer PA Recipients who meet Contractor’s minimum qualifications as determined by Contractor for employment interviews.
- G. If Contractor fails to hire the specified number of PA Recipients by the later of either (i) the timeframe mutually agreed upon between HRA and Contractor or (ii) six (6) months from the commencement date; or fails to pay and retain PA Recipients in accordance with the requirements specified above, HRA in consultation with [AGENCY] will notify Contractor in writing, indicating what deficiencies are to be remedied. Within ten (10) calendar days of its receipt of this notice, Contractor shall respond to [AGENCY] and HRA in writing, and must include a corrective action plan identifying with specificity the steps Contractor intends to take to remedy any deficiencies identified. HRA will investigate Contractor’s compliance with its corrective action plan and shall inform [AGENCY] as to the Contractor’s performance with its CAP. If the identified deficiencies are not addressed to the satisfaction of HRA and [AGENCY], [AGENCY] shall assess the agreed upon liquidated damages based on the calculation in Paragraph G(1) for each day and for each PA Recipient not hired or compensated in accordance with the provisions of this Rider.
1. Daily liquidated damages per PA Recipient will be calculated as the quotient of:

$$\frac{\text{[(current minimum wage as of the commencement date and any subsequent anniversary date) * 20 hours per week * 52 weeks per year]}}{365 \text{ days}}$$
 2. [AGENCY] retains the option to require Contractor to directly pay to [AGENCY], or to deduct from any payment due or to become due to Contractor, such amount as may be assessed for liquidated damages.
- H. No later than ten (10) calendar days after the Contract commencement date and, for subsequent years, no later than the subsequent anniversary date of the commencement date of this Contract, Contractor may apply to HRA, for a complete or partial exemption from the requirements of this Rider. Any exemption granted will be effective for one (1) year only. Any application for an exemption must be in the form specified by HRA, accompanied by supporting documentation.
1. Contractor may qualify for a complete exemption if one (1) of the conditions below is demonstrated:
 - a. The annual Contract amount is less than two hundred fifty thousand dollars (\$250,000.00) in annual value of personnel costs, excluding fringe benefits and other-than-personal-services (OTPS);

- b. Contractor's workforce within New York City is less than twenty (20) employees;
 - c. Contractor possesses no vacancies and can demonstrate that no positions are reasonably foreseen to be available within one (1) year of the commencement or anniversary date of this Contract;
 - d. Contractor is a party to a valid collective bargaining agreement covering all of Contractor's entry-level positions and such agreement limits Contractor to a hiring pool which does not include PA Recipients; or
 - e. Complying with the hiring requirements of this Rider in any manner will cause extreme hardship.
 2. Contractor may qualify for a partial exemption if one of the conditions below is demonstrated:
 - a. The specified number of PA Recipients to be hired exceeds 10% of Contractor's workforce located within New York City; or
 - b. A valid collective bargaining agreement covers some but not all entry-level positions and limits Contractor to a hiring pool which does not include PA Recipients.
 3. Beginning with Year 2 of the Contract, Contractor may qualify for either a full or partial exemption from its yearly hiring requirements to the extent that Contractor can demonstrate that it hired the required number of PA Recipients during the previous year and that these hires remain employed by Contractor as of the anniversary date. Contractor shall submit all appropriate documentation when seeking an exemption based on a retained PA Recipient, including, but not limited to: payroll reports, pay stubs, and any other documentation HRA may require.
 4. HRA will review Contractor's exemption request and will, in consultation and agreement with [AGENCY], notify Contractor whether its exemption request is approved or denied. If Contractor's request is denied, Contractor shall: (i) within ten (10) calendar days of its receipt of notice from HRA, submit all documentation in accordance with **Section C**; and (ii) within thirty (30) calendar days of its receipt of notice from HRA, submit an implementation plan in accordance with **Section D**.
- I. At the end of each fiscal year, the Contractor Hiring Unit of Business Link will in consultation with [AGENCY], notify Contractor as to whether the hiring requirements were met. Where the Contractor has failed to meet the requirements, Contractor may seek a modification to waive its unmet requirements if Contractor can demonstrate that it has made best efforts to meet the hiring requirements of this Rider. Evidence that Contractor utilized best efforts to meet the hiring requirements of this Rider include, but are not limited to:
 1. Contractor contacted Business Link for assistance in identifying potential employees and cooperated with Business Link to identify possible openings within Contractor's organization;
 2. Contractor made efforts to interview PA Recipients for open positions; documentation of these efforts must include at a minimum:
 - a. The names, addresses, and telephone numbers for each PA Recipient interviewed,

and whether they were referred to Contractor by HRA;

- b. Job description and specifications of the position a PA Recipient was interviewed for; and
- c. An explanation detailing why any PA Recipients interviewed were rejected for that position.

PAID SICK LEAVE LAW CONTRACT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Contractors of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

Contractor agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. Contractor further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

Contractor must notify the Agency Chief Contracting Officer of the City agency or other entity with whom it is contracting in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, Contractor must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of Contractor. Contractor is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which Contractor can get more information about how to comply with the PSLL. Contractor acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

be provided at the greater of the employee's regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSLL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment referred to him or her, and is paid an average hourly wage that is at least four times the federal minimum wage;
- an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;
- an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or
- a participant in a Work Experience Program (WEP) under section 336-c of the New York State Social Services Law.

Retaliation Prohibited

An employer may not threaten or engage in retaliation against an employee for exercising or attempting in good faith to exercise any right provided by the PSLL. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLL.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at <http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml>.

Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the PSSL for a period of at least three years, and must allow DCA to access such records in furtherance of an investigation related to an alleged violation of the PSSL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSSL, DCA has the right to investigate such complaint and attempt to resolve it through mediation. Within 30 days of written notification of a complaint by DCA, or sooner in certain circumstances, the employer must provide DCA with a written response and such other information as DCA may request. If DCA believes that a violation of the PSSL has occurred, it has the right to issue a notice of violation to the employer.

DCA has the power to grant an employee or former employee all appropriate relief as set forth in New York City Administrative Code 20-924(d). Such relief may include, among other remedies, treble damages for the wages that should have been paid, damages for unlawful retaliation, and damages and reinstatement for unlawful discharge. In addition, DCA may impose on an employer found to have violated the PSSL civil penalties not to exceed \$500 for a first violation, \$750 for a second violation within two years of the first violation, and \$1,000 for each succeeding violation within two years of the previous violation.

More Generous Policies and Other Legal Requirements

Nothing in the PSSL is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time. The PSSL provides minimum requirements pertaining to sick time and does not preempt, limit or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of sick leave or time, whether paid or unpaid, or that extends other protections to employees. The PSSL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

Attachment B: Linkage Agreement Form

RFP TITLE: Arches: A Transformative Mentoring Intervention PIN: 78116I0001

Proposer _____

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 _____
(Proposer Organization)

in response to the Arches: A Transformative Mentoring Intervention program Request For Proposals from the Department of Probation, the proposer has established or, if funded, will establish programmatic linkage with

_____ in the form and manner described below.
(Linked Organization)

Describe the proposed programmatic linkage, including what services the linked partner will provide, how data will be maintained and information shared between partners, and how referrals between partners will be handled. Describe how the linkage will help participants achieve program outcomes.

Proposer Organization:

Authorized Representative

Title

Signature

Date

Linked Organization:

Authorized Representative

Title

Work Address

Work Telephone Number

Signature

Date

Competition	Target Precinct(s)	# of seats per mentoring group session	Anticipated # of sites per competition	Total Competition Funding (Annual Base)
(1) North Bronx	43	20	1	\$193,000
(2) South Bronx-1	40	20	2	\$386,000
	41			
	42			
(3) South Bronx-2	44*	20	1	\$193,000
(4) East New York (Brooklyn)	75*	15	1	\$144,750
(5) Bedford Stuyvesant (Brooklyn)	79 *	20	1	\$193,000
	81			
(6) Brownsville (Brooklyn)	73 *	15	1	\$144,750
(7) Harlem (Manhattan)	23	15	3	\$434,250
	25			
	26			
	28/32*			
	30			
(8) Jamaica (Queens)	103*	20	1	\$193,000
	113			
(9) Far Rockaway (Queens)	100	15	1	\$144,750
	101			
(10) Staten Island	120*	20	1	\$193,000

*Denotes precinct with NeON location

NeOn Locations/Addresses:

Borough/Neighborhood	NeON Address
South Bronx	198 East 161 st Street Bronx, NY 10451
East New York (Brooklyn)	400 Liberty Avenue Brooklyn, NY 10207
Bedford Stuyvesant (Brooklyn)	510 Gates Avenue Brooklyn, NY 11216
Brownsville (Brooklyn)	444 Thomas Boyland Avenue, Brooklyn NY 11212
Harlem (Manhattan)	127 West 127 th Street New York, NY 10027
Jamaica (Queens)	162-24 163 rd Street Jamaica, NY 11432
Staten Island	340 Bay Street Staten Island, NY 10301

Doing Business Data Form

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

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

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

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

Section 1: Entity Information

Entity Name: _____

Entity EIN/TIN: _____

<p>Entity Filing Status (select one):</p> <p><input type="checkbox"/> Entity has never completed a Doing Business Data Form. <i>Fill out the entire form.</i></p> <p><input type="checkbox"/> Change from previous Data Form dated _____. <i>Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.</i></p> <p><input type="checkbox"/> No Change from previous Data Form dated _____. <i>Skip to the bottom of the last page.</i></p>

Entity is a Non-Profit: Yes No

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

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

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

Section 2: Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

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

There are no owners listed because (select one):

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

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

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

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

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

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

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

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

Name: _____

Signature: _____ Date: _____

Entity Name: _____

Title: _____ Work Phone #: _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

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



Proposal Budget Summary

Total Price Proposal (Line Item + Performance)		\$	-
Line Item (75%)		Annual Budget	
-	Total Direct Costs	\$	-
-	Total Personnel Service	\$	-
	Total Salary	\$	-
	Total Fringe	\$	-
-	Total OTPS	\$	-
	Operations, Support and Equipment	\$	-
	Utilities	\$	-
	Professional Services	\$	-
	Rent & Occupancy	\$	-
	Start-Up/Transition (optional/if needed)	\$	-
	Contracted Services	\$	-
-	Indirect Costs		
-	Total Indirect Costs	\$	-
Performance (25%)		Annual Budget	
-	Milestone	\$	-
	Participant Contacts (10%)	\$	-
	Participant Attendance (5%)	\$	-
	Positive Exits (5%)	\$	-
	Timeliness of Reporting (5%)	\$	-

HIRING AND EMPLOYMENT RIDER:
HIRENYC AND REPORTING REQUIREMENTS

Introduction

This Rider shall apply to all contracts for goods, services, and construction with a value of one million dollars (\$1,000,000.00) or more, provided, however, that certain requirements of the Rider shall only apply as indicated below. This Rider addresses the HireNYC process, including reporting obligations under the HireNYC process, and certain other reporting requirements imposed by law. In general, the HireNYC process under this Rider requires the Contractor to enroll with the HireNYC portal for the City of New York (“the City”) found within the Department of Small Business Services’s (“SBS”) website, to disclose all entry to mid-level job opportunities described in this Rider arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities.

HireNYC Requirements

A. Enrollment

The Contractor shall enroll with the HireNYC system, found at www.nyc.gov/sbs, within thirty (30) days after the registration of this Contract pursuant to Section 328 of the New York City Charter. The Contractor shall provide information about the business, designate a primary contact and say whether it intends to hire for any entry to mid-level job opportunities arising from this contract and located in New York City, and, if so, the approximate start date of the first hire.

B. Job Posting Requirements

Once enrolled in HireNYC, the Contractor agrees to update the HireNYC portal with all entry to mid-level job opportunities arising from this contract and located in New York City, if any, which shall be defined as jobs requiring no more than an associate degree, as provided by the New York State Department of Labor ([see Column F of https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls](https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls)). The information to be updated includes the types of entry and mid-level positions made available from the work arising from the contract and located in New York City, the number of positions, the anticipated schedule of initiating the hiring process for these positions, and the contact information for the Contractor’s representative charged with overseeing hiring. The Contractor must update the HireNYC portal with any hiring needs arising from the contract and located in New York City, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, except with the permission of SBS, not to be unreasonably withheld, and must also update the HireNYC portal as set forth below.

After enrollment through HireNYC and submission of relevant information, SBS will work with the Contractor to develop a recruitment plan which will outline the candidate screening process,

and will provide clear instructions as to when, where, and how interviews will take place. HireNYC will screen applicants based on employer requirements and refer applicants whom it believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it believes are qualified.

After completing an interview of a candidate referred by HireNYC, the Contractor must provide feedback via the portal within twenty (20) business days to indicate which candidates were interviewed and hired, if any. In addition, the Contractor shall provide the start date of new hires, and additional information reasonably related to such hires, within twenty (20) business days after the start date. In the event the Contractor does not have any job openings covered by this Rider in any given year, the Contractor shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

These requirements do not limit the Contractor's ability to assess the qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require the Contractor to employ any particular worker.

In addition, the provisions of this Rider shall not apply to positions that the Contractor intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York. The Contractor shall not be required to report such openings with HireNYC. However, the Contractor shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Breach and Liquidated Damages

If the Contractor fails to comply with the terms of the contract and this Rider (1) by not enrolling its business with HireNYC; (2) by not informing HireNYC, as required, of open positions; or (3) by failing to interview a qualified candidate, the contracting agency may assess liquidated damages in the amount of two-thousand five hundred dollars (\$2,500.00) per breach. For all other events of noncompliance with the terms of this Rider, the agency may assess liquidated damages in the amount of five hundred dollars (\$500) per breach.

Furthermore, in the event the Contractor breaches the requirements of this Rider during the term of the contract, the City may hold the Contractor in default of this contract.

Audit Compliance

In addition to the auditing requirements set forth in other parts of the contract, the Contractor shall permit SBS and the City to inspect any and all records concerning or relating to job openings or the hiring of individuals for work arising from the contract and located in New York City. The Contractor shall permit an inspection within seven (7) business days of the request.

Other Reporting Requirements

The Contractor shall report to the City, on a monthly basis, all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule, including any requirement that the City maintain a publicly accessible database. In addition, the Contractor agrees to comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

Construction Requirements

Construction contractors shall comply with the HireNYC requirements set forth above for all non-trades jobs (e.g., for an administrative position arising out of the work of the contract and located in New York City) as set forth above.

In addition, construction contractors shall reasonably cooperate with SBS and the City on specific outreach events, including Hire on the Spot events, for the hiring of trades workers for the work of this contract.

Further, this contract shall be subject to a project labor agreement if so required elsewhere in this contract.

Federal Hiring Requirements

The Contractor shall comply with all federal hiring requirements as may be set forth elsewhere in this contract, including, as applicable:

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.