

January 28, 2020

ADDENDUM #1

Re: NeON Works Program RFP
EPIN: 78120I0004

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 NeON Works Program Request for Proposals (RFP) PIN 78120I0004.

CHANGES TO RFP

THE FOLLOWING CHANGES ARE MADE TO THE RFP DOCUMENT:

Please be advised that the subject Request for Proposals is revised as described below. All new language is **bolded and underlined**. Language that is crossed out is being deleted from the RFP.

1. Section 2- Program Expectations and Proposal Instructions, page 11, B. Program Model, 1. Program Expectations, b. Core Components, ii, is updated as follows:

- ii. The Contractor would provide stipends or other financial incentives to participants for participation/attendance in select programming, chosen by the Contractor. Distribution of stipends/incentives would be the responsibility of the Contractor. Stipends must be provided uniformly to all participants regardless of need, although stipend distribution method, schedule, which activities provide stipends and/or incentives, and amounts would be subject to DOP final approval after contract award. The Contractor would also incorporate non-monetary incentives to support continued engagement and personal/professional development. The Contractor would provide MetroCards, as needed, to participants throughout the duration of the program to facilitate program participation and help overcome transportation-related attendance barriers. **Reimbursement of stipends paid to participants and Metro Cards will be contingent on submission of acceptable documentation of actual payment and receipt of stipends to each individual participant. Please refer to the DOP Fiscal Manual for instructions on what acceptable documentation entails:**
<https://www1.nyc.gov/assets/probation/pdf/procurement/dop-hhs-accelerator-fiscal-manual-for-line-item-and-performance-based-contracts.pdf>

2. Section 2- Program Expectations and Proposal Instructions, page 14, B. Program Model, 1. Program Expectations, f. Targets:

- ~~• 70 participants assessed and participate in workshops each year at full borough NeON sites, 45 at Brooklyn NeON sites (Bedford-Stuyvesant, Brownsville, and East New York).~~
- ~~• At least 40% would be under community supervision. The Contractor would partner with DOP to ensure that an effective referral process for DOP clients is implemented.~~

- ~~• Within one year of assessment, 65% of program participants should result in high school equivalency (HSE) credential enrollment, college enrollment, enrollment in a college pathway program (e.g., CUNY Start), enrollment in job placement services, or training that leads to a credential proven to assist with job placement.~~

is deleted and replaced with the following:

- Of the 225 participants served annually at full-borough NeON sites, via the entire range of NeON Works offerings including workshops, 70 participants would be assessed each year. Out of 100 participants served annually at Brooklyn NeON sites (Bedford-Stuyvesant, Brownsville, and East New York), 45 would be assessed.
- Of those 225 (or 100) participants served annually, at least 40% would be under community supervision. The Contractor would partner with DOP to ensure that an effective referral process for DOP clients is implemented.
- Within one year of assessment, 65% of the 70 or 45 assessed program participants (depending on the competition proposed) should result in high school equivalency (HSE) credential enrollment, college enrollment, enrollment in a college pathway program (e.g., CUNY Start), enrollment in job placement services, or training that leads to a credential proven to assist with job placement.

3. Section 2- Program Expectations and Proposal Instructions, page 15, C. Staffing, 1. Program Expectations, a., iii.:

- ~~iii. Facilitator: Facilitators would be responsible for leading workshops and trainings. It is anticipated that a wide variety of topics may be covered, and as such, facilitators may not be directly employed by the Contractor.~~

is deleted and replaced with the following:

- iii. Facilitator: Facilitators would be responsible for leading workshops and trainings. It is anticipated that a wide variety of topics may be covered, and as such, facilitators would not need to be directly employed by the Contractor.

4. Section 2- Program Expectations and Proposal Instructions, page 16, D. Partnerships, Collaborations, and Linkages, 1. Program Expectations, b.:

- ~~b. The Contractor would establish effective linkages with organizations that would complement and expand services provided directly by the Contractor, including local community-based organizations, for creation of a robust menu of credentialing opportunities and other work readiness services.~~

is deleted and replaced with the following:

- b. The Contractor would establish effective linkages with organizations that would complement and expand services provided directly by the Contractor, including local community-based organizations, for creation of a robust menu of credentialing opportunities and other work readiness services. The Contractor would also utilize partnerships and/or subcontracts with local

community-based organizations within the neighborhood for the competition proposed to enhance the program through recruitment, outreach, and/or service delivery.

5. Section 2- Program Expectations and Proposal Instructions, page 19, G. Budget Management, 1. Program Expectations, the following is added:

- c. All price and budget proposals should be prepared in accordance with the City of New York's Health and Human Services Cost Policies and Procedures Manual ("Cost Manual"). The City is currently implementing the FY20 Adopted Budget commitment to fund organizations' Indirect Cost Rates ("ICR"). For the purpose of responding to this solicitation, proposers should include an Indirect Cost Rate of 10%. If awarded, once the Contractor has an Accepted ICR, as defined in the Cost Manual, this rate will be used by the contracting Agency to add funding as necessary to contract budgets during contract negotiations or through a contract amendment. The Cost Manual can be accessed here:
<https://www1.nyc.gov/assets/nonprofits/downloads/pdf/NYC%20HHS%20Cost%20Policies%20and%20Procedures%20Manual.pdf>



Request for Proposals

NeON (Neighborhood Opportunity Network) Works Program

EPIN: 78120I0004

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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 7, 2019	
Proposal Due Date/Time	Date: February 18, 2020	Time: 2:00 P.M.
Pre-Proposal Conference	Date: January 24, 2020	Time: 10:00 A.M.
	Location: NYC Department of Probation 33 Beaver Street, 23 rd 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	July 1, 2020 to June 30, 2023 With an option to renew for up to three (3) additional years from July 1, 2023 to June 30, 2026	
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: \$6,795,000.00 *Please refer to Attachment G for Funding and Service Levels by Competition Anticipated # of contracts: 7 It is anticipated that the payment structure of the contracts awarded will be line-item reimbursement. 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. 	
Minimum Qualification Requirements for Proposal	<ul style="list-style-type: none"> N/A 	
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. 	
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, unless otherwise noted. 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 "NeON Works RFP" in the subject line of the e-mail. 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 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.

	<p>this RFP through the HHS Accelerator system.</p> <ul style="list-style-type: none"> DOP cannot guarantee a timely response to written questions regarding this RFP received less than one week prior to the proposal due date.
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Proposal Submission Instructions

General Guidelines	<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 help@mocs.nyc.gov.
Proposal Details	
Competition Pools <i>NOTE: Proposers may propose for more than one competition. Proposers must submit a separate and complete proposal for each competition.</i>	<ul style="list-style-type: none"> Competition Pools: <ul style="list-style-type: none"> NeON: Harlem, Manhattan NeON: South Bronx NeON: Brownsville, Brooklyn NeON: Bedford-Stuyvesant, Brooklyn NeON: East New York, Brooklyn NeON: Jamaica, Queens NeON: Northern Staten Island The proposal site must be located within one of the CD's served by the NeON for the competition proposed. Please see attachment G for CD's served by competition. Additional geography may be added during the contract term, depending on changes in programmatic needs.
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.

Proposal Documents		
Required Documents Note: A separate and complete proposal, including all required documents, must be submitted if proposing for more than one (1) competition.	Document Type	Description
	Proposal	Proposal Narrative (Complete Attachment D: Structured Proposal Form)
	Budget	Completed Proposal Budget Summary (Attachment C)
	References	Three (3) Letters of Reference from past funders or other relevant stakeholders, other than DOP
	Linkage Agreement(s)	Complete Linkage Agreement(s) (Attachment E)
	Resumes and/or Job Descriptions	Complete list of resumes and/or job descriptions
	Credential Chart	Complete Credential Chart (Attachment F)
	Doing Business Data Form	Completed Doing Business Data Form (Attachment B)
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) is a leader in community corrections, working within the criminal and juvenile justice systems and in the community to create a safer New York City. Using evidence-based practices, and a balance of enforcement, structure, treatment and support, DOP holds people on probation accountable and gives them opportunities to forge new pathways so that they can move out of and stay out of the justice system. DOP works with them to get the education and skills they need to be successful in the job market; to repair and restore important relationships in their lives, including their relationships to their neighborhoods and larger community; and to make decisions that keep them out of harm's way and from harming others. In this way, probation becomes a stage of opportunity within the justice system, and a time to create a highly individualized "New Now" for those on probation.

DOP not only works to expand opportunities for people on probation, but also those at risk of involvement in violence and involvement in the criminal justice system. DOP administers several programs that incorporate or target non-probation involved individuals, and launched the NeON Neighborhood Opportunity Network (NeON) to serve the community within neighborhoods where large concentrations of people on probation reside and/or where there are high rates of violent activity.

DOP NeONs

Through the NeONs, DOP has moved probation supervision to the neighborhood level, meeting people on probation within their own communities in Bedford-Stuyvesant, Brownsville, East New York, Harlem, Jamaica, Northern Staten Island and the South Bronx. By doing so, DOP expanded the local network of resources available in neighborhoods where high numbers of people on probation live. Each of the seven NeONs provides both a reporting center for probation supervision, as well as a setting to connect people on probation with their community and new opportunities. The NeONs bring together a multitude of resources, a mix of contracted program service providers and other local partners, working toward a common goal of improving public safety and community engagement. For example, NeONs promote civic engagement through a robust offering of no-cost services and programs, including arts and sports programming, High School Equivalency (HSE) classes through a partnership with the NYC Department of Education District 79 Pathways to Graduation program, on-site animation labs through the Made in NY Animation Project, access to healthy food, clothing, and health insurance enrollment. NeONs also host open information sessions and events on topics of critical importance to local communities, such as anti-violence efforts and improving health. Programming is developed and managed with input from local Stakeholder Groups made up of a diverse array of local residents, business owners, clergy, probation staff, and people previously under supervision. For more information on DOP's NeONs and Stakeholder Groups, please visit <https://www1.nyc.gov/site/neon/index.page>.

NeON Works

With funding from the Young Men's Initiative (YMI),¹ NeON Works, a partnership of DOP and NYC Center for Youth Employment (CYE)² with oversight from Mayor's Office for Economic Opportunity (NYC Opportunity),³ offers a new set of work-related services to existing NeON communities in Bedford-Stuyvesant, Brownsville, East New York, Harlem, Jamaica, the South Bronx, and Community District 1/Northern Staten Island. These neighborhoods are home to a vast number of young people, including those who are justice-involved, who face barriers to entering quality workforce development training that could lead to employment. NeON Works seeks to remove those barriers and advance economic and social equity for young adults across New York City.

The NeON Works program will enhance the existing local network of supports provided by each NeON and NeON Stakeholder Group, and will complement the opportunities already available at the NeON locations. NeON Works is a place-based, community engagement initiative offering an array of career exploration and other professional development workshops, individualized needs assessment and supports, and supported connections to other programs that result in one of the following outcomes: a) high school equivalency (HSE) credential attainment, b) college enrollment, c) enrollment in a college pathway program (e.g., CUNY Start), d) job placement, or e) training that leads to a high-quality credential proven to assist with job placement.

By learning about the "world of work" in a supportive environment, young people will envision how they fit into that world and identify pathways to success. Like other resources available at NeONs, NeON Works will be available to people on probation and other neighborhood residents. While services will be tailored to young adults in the age range of 16-24, those over the age of 24 will still be able to participate.

NeON Works will leverage the existing NeON infrastructure in several ways: by locating in and/or near the physical, community-based NeON sites; capitalizing on the good will, trust, and

¹ In August 2011, New York City Young Men's Initiative (YMI) was created as a public-private partnership to address increasing disparities among black and Latino men between the ages of 16 and 24 in education, employment, health and justice. The YMI mission is to develop and champion policies, programs and partnerships that holistically support the success of young men of color throughout NYC. YMI accomplishes its mission through broad policy recommendations, changes and agency reforms and by connecting the city's young men of color to individuals, opportunities and organizations that improve the quality of their lives and lead them to a more successful future. Read more at <https://www1.nyc.gov/site/yymi/index.page>.

² The NYC Center for Youth Employment is committed to dramatically expanding and improving opportunities for young adults in New York City to gain work experiences, add skills, and explore potential career interests to compete in the 21st century job market. Since 2015, CYE has worked to align programs, share knowledge and best practices across stakeholder groups, and create new initiatives that enhance learning, work readiness, and youth development. The results include 10 new programs launched, nearly 1,000 new employers hiring young adult interns, and almost \$40 million in public and private dollars committed to support career exploration and work experience activities. Read more at <https://cye.cityofnewyork.us/>.

³ The Mayor's Office for Economic Opportunity (NYC Opportunity) uses evidence and innovation to reduce poverty and increase equity. It advances research, data and design in the City's program and policy development, service delivery, and budget decisions. Its work includes analyzing existing anti-poverty approaches, developing new interventions, facilitating the sharing of data across City agencies, and rigorously assessing the impact of key initiatives. Read more at <https://www1.nyc.gov/site/opportunity/index.page>.

network of relationships formed and maintained by DOP and its community partners; by explicitly linking providers and participants with the NeON Stakeholder Groups, comprised of a diverse array of people connected to those communities; and by allowing for cross-referrals of participants from other NeON-based programs and events. Due to expected volume of participants, providers selected for Brooklyn NeON sites (Bedford-Stuyvesant, Brownsville, and East New York) will have an annual budget of \$255,000, and providers for the four other NeON sites (Harlem, Jamaica, Northern Staten Island, South Bronx) will have annual budgets of \$375,000. See Section B(6) below for further details. While providers must run regularly scheduled NeON Works workshops in the NeONs, other NeON Works programming may be located either in the NeON sites (with demonstrated permission from DOP) or in an ADA compliant, public-transit accessible, and otherwise appropriate location, subject to DOP approval, in the specific NeON neighborhood or within a reasonable distance thereof.

NeON Works will assess participants' needs and goals to tailor on-site workshops, activities, and referral options to people at different stages in their work readiness development while providing case management services and stipends or other financial incentives. On-site workshops and activities will operate in a flexible fashion as participants may engage in one or many workshops or other services, depending on their individual needs and interests. For example, some people might simply attend one or two workshops and/or participate in a one-time community benefit project, while other participants may complete a series of workshops that results in a credential that DOP has assessed is likely to lead to employment. NeON Works will contract with locally-based community organizations with a deep understanding of each neighborhood's individual needs and challenges. NeON Works providers will work to incorporate NeON Stakeholder Groups into service delivery and will provide opportunities for interaction with program participants.

DOP will assist NeON Works providers with referring participants to programs offered by other City agencies such as the Department of Small Business Services, Department of Youth and Community Development, CUNY and/or community-based providers. NeON Works providers will also have access to technical assistance through a contracted technical assistance provider ("TA Provider"). This technical assistance will include support for program start-up, participant assessment, workshop design and implementation, partnership and referral management, and general best practices in youth and workforce development.

Putting Young People to Work Works!

Young people in New York City often have untapped career aspirations, but do not have access to opportunities to develop sufficient technical skills or workplace competencies.⁴ They may also be unable to afford high-quality job training and certification programs due to the costs of tuition, exam registration, and credentialing. Many of these young people live in neighborhoods with high levels of poverty and unemployment and other substantial challenges. Providing

⁴ Sum, Andrew, et al, The Plummeting Labor Market Fortunes of Teens and Young Adults, Brookings Institution, March 2014. https://www.brookings.edu/wp-content/uploads/2014/03/Youth_Workforce_Report_FINAL-1.pdf.

supportive pathways to sustainable employment is particularly important for justice-involved young people who face situational and systemic barriers to employment, including discrimination in the labor market.

Research shows that securing and, importantly, maintaining employment for a period of time can have a mitigating impact on the thinking patterns, self-image, and behaviors that are correlated with criminal activity,⁵ as well as actual recidivism rates⁶:

- Providing emerging adults with work experience promotes positive behavior and can even save lives: Research on the NYC Summer Youth Employment Program (SYEP) has shown that those who were age 19 year or older during the summer they worked were 54 percent less likely to wind up in New York State prison than those who didn't work and they were 20 percent less likely to die young.⁷
- Providing young people with work experience promotes prosocial thinking and behavior. Hope is critical to long-term well-being. Having a sense of hope, developed through identifying goals and having the opportunity to work towards them, is critical to well-being and development, and ultimately, to desistance from criminal activity.⁸
- Having a criminal record significantly impacts people's ability to find employment. This impact is greatest for the young people of color who make up large portions of the NeON neighborhood populations and who are disproportionately represented at all stages of the justice system, including probation supervision.⁹

NeON Works Partners

NYC's Young Men's Initiative (YMI), the nation's most comprehensive municipal effort to tackle the broad disparities slowing the advancement of Black and Latino young men, was launched in

⁵ Duran, Le'Ann, et al, Integrated Reentry and Employment Strategies: Reducing Recidivism and Promoting Job Readiness, The Council of State Governments Justice Center, September 2013.

<https://www.bja.gov/Publications/CSG-Reentry-and-Employment.pdf>.

⁶ Yu, Tianyin, Employment and Recidivism, Evidence Based Practice Society, January 2018.

<https://www.ebpsociety.org/blog/education/297-employment-recidivism>.

⁷ Gelber, Alexander, et al, The Effects of Youth Employment: Evidence from New York City Summer Youth Employment Program Lotteries, NBER Working Paper No. 20810, December 2014;

Heller, Sara B., Summer jobs reduce violence among disadvantaged youth, Science, 34:6214 (2014), 1219-1223.

<https://science.sciencemag.org/content/346/6214/1219.abstract>.

⁸ Krystle Martin and Lana Stermac, Measuring Hope: Is Hope Related to Criminal Behaviour in Offenders?, International Journal of Offender Therapy and Comparative Criminology, 54(5) (2010), 693-705;

Mayra Lopez-Humphreys and Barbra Teater, Peer mentoring justice-involved youth: a training model to promote secondary desistance and restorative justice among mentors, The International Journal of Restorative Justice 2018 vol. 1(2), 187-209 at 202-3.

⁹ Pager, Devah, et al, "Sequencing Disadvantage: Barriers to Employment Facing Young Black and White Men with Criminal Records," The Annals of the American Academy of Political and Social Science, April 2009. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3583356/>.

August 2011. This cross-agency enterprise is New York City's commitment to finding new ways to tackle the crisis affecting young Black and Latino men. Through an innovative public-private partnership, the City has invested in new programs and policies that are designed to address disparities between young Black and Latino men and their peers across numerous outcomes related to education, health, employment, and the criminal justice system. These programs and policies break down barriers to success and help young men achieve their professional, educational, and personal goals.

The **Mayor's Office for Economic Opportunity (NYC Opportunity)** uses evidence and innovation to reduce poverty and increase equity. NYC Opportunity works to advance research, data and design in the City's program and policy development, service delivery, and budget decisions. Its work includes analyzing existing anti-poverty approaches, developing new interventions, facilitating the sharing of data across City agencies, and rigorously assessing the impact of key initiatives. NYC Opportunity manages a discrete fund and works collaboratively with City agencies to design, test, and oversee new programs and digital products. It also produces research and analysis of poverty and social conditions, including its influential annual Poverty Measure, which provides a more accurate and comprehensive picture of poverty in New York City than the federal rate. Part of the Mayor's Office of Operations, NYC Opportunity is active in supporting the de Blasio administration's priority to make equity a core governing principle across all agencies.

The **NYC Center for Youth Employment (CYE)** was launched in 2015 to expand, improve, and align publicly funded programs that help young New Yorkers build skills, gain experience, explore potential career paths, and prepare for success in the world of work. In partnership with stakeholders in City government, the private sector, philanthropy, and the provider community, CYE provides advocacy, capacity and resource support, and subject matter expertise within New York City's youth workforce ecosystem. Sitting within the Mayor's Office, CYE coordinates classroom education, career exploration, work readiness, and personal development to provide young New Yorkers with the tools they need to build the lives they want.

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 start-up by the contract start date and services by the target service date of September 1, 2020. The Contractor would be able to meet with DOP upon notice of contract award to begin programmatic planning.
- b. The Contractor would have at least three (3) years of successful relevant experience in the last five (5) years providing similar services, either directly or through a

subcontractor, to young adults within the target community for the competition proposed.

- c. The Contractor would have experience successfully offering credentialing programming, either directly or through a subcontractor, within fields of work with high levels of growth opportunities in the job market.
- d. The Contractor would demonstrate an understanding of the unique circumstances and challenges within the targeted Community District/s (CD(s)) for the competition proposed, including community needs, availability of community-based resources, knowledge of gang activity and territories, and other issues that may impact program design and service delivery.
- e. The Contractor would have a demonstrated history of working in or with other service providers in the target CD(s) for the competition proposed.
- f. The Contractor would have experience facilitating training for staff members.
- g. 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. Complete Section A of Attachment D: Structured Proposal Form, Questions 1 and 2.
- b. Attach three (3) relevant letters of reference from past funders or other relevant stakeholders qualified to comment on past performance. References must be from entities other than DOP.

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 **20** points in the proposal evaluation.

B. Program Model

1. Program Expectations

- a. **Target Population:** The Contractor would be responsible for recruiting participants who are primarily between the ages of 16 and 24 and are unemployed, underemployed, and/or motivated to pursue career credentialing and other workforce development opportunities. Participants may also be referred through DOP Probation Officers (POs) for young adults on probation supervision; 40 percent of participants served each year must be on probation.¹⁰ Programming for school-mandated youth would be limited to non-school session hours within the targeted CDs,¹¹ with priority given to individuals living within the target community and those on probation.
- b. **Core Components**

¹⁰ After the age of criminal responsibility was raised to 16 on October 1, 2018, some of these youth may be under Family Court probation supervision.

¹¹ The Contractor could serve participants from other communities, subject to approval by DOP. Additional eligibility may be determined by the Commissioner of Probation.

- i. NeON Works contractors will provide at least the three following components: 1) assessment of individual needs and associated supports, 2) career exploration and other professional development workshops, and 3) facilitated referrals to programs that result in one of the following outcomes: a) high school equivalency (HSE) credential attainment, b) college enrollment, c) enrollment in a college pathway program (e.g., CUNY Start), d) job placement, or e) training that leads to a high-quality credential proven to assist with job placement. Respondents to this RFP may propose additional program components, such as community benefit projects or other activities, that will help accomplish the goals of the program.
- ii. The Contractor would provide stipends or other financial incentives to participants for participation/attendance in select programming, chosen by the Contractor. Distribution of stipends/incentives would be the responsibility of the Contractor. Stipends must be provided uniformly to all participants regardless of need, although stipend distribution method, schedule, which activities provide stipends and/or incentives, and amounts would be subject to DOP final approval after contract award. The Contractor would also incorporate non-monetary incentives to support continued engagement and personal/professional development. The Contractor would provide MetroCards, as needed, to participants throughout the duration of the program to facilitate program participation and help overcome transportation-related attendance barriers.
- iii. The Contractor would offer open enrollment for ongoing services, such as standalone workshops and community benefit projects. The Contractor would utilize a cohort approach for workshop series or other longer-term programming.
- iv. The Contractor would participate in scheduled Learning Community and technical assistance meetings with DOP program staff, whereby staff from all contracted programs would have the opportunity to discuss best practices, challenges in program delivery and provide a forum for program-wide improvement. The Contractor would also participate in other activities facilitated by DOP or its designated technical assistance provider.
- v. The Contractor would provide services consistent with “no fail” principles of Restorative Justice,¹² which is a core component of DOP programming. Participants who miss classes¹³ or engage in behavior that disrupts program operation would have stipends temporarily discontinued. Stipends or incentives (described above) would not be reinstated until the participant crafts a plan to repair harm done (for example, drafting a

¹² <http://restorativejustice.org/restorative-justice/about-restorative-justice/tutorial-intro-to-restorative-justice/lesson-1-what-is-restorative-justice/>

¹³ The Contractor would make a determination as to what, if any, explanation or plan is required before reinstating a participant who missed a class or classes; the Contractor might determine that no further action is required.

letter of apology) and presents it to the NeON Stakeholder Group and/or program staff and participants, as an exercise in accountability to one's community. The Contractor may find other ways to incorporate NeON Stakeholder Groups into service delivery and provide opportunities for interaction with program participants.

c. Assessment of individual needs and associated supports

- i. The Contractor would provide a baseline assessment to anyone who is interested to assess their level of job readiness and individual needs/goals. Assessment should not be required for entry into "lighter-touch workshops" (see Section 2.B.1.d - Career Exploration and other professional development workshops below), but the Contractor may require assessment for entry into more intensive workshops, a series of workshops, community benefit projects, or other activities. Once someone has been assessed, they are considered a program participant for the purpose of reporting data.
- ii. The Contractor would perform a baseline assessment for each interested participant to assess their level of job readiness and individual needs/goals. This may be accomplished through formal assessment tools or surveys.¹⁴ As applicable, the Contractor would perform follow-up assessments throughout program participation to gauge progress toward meeting individual goals. The results of these assessments should guide each participant's experience in the program and identify barriers to success in career exploration or pursuing a career pathway/credentialing (such as the needs for soft skills development, pre-education requirements, etc.).
- iii. The Contractor would provide services in a manner designed to accommodate potential participants' individual needs and interests in the intensity of workforce services pursued. This may include attending workshops alone or pursuing credentialing or educational opportunities.
- iv. The Contractor would provide case management for participants not on supervised probation.¹⁵ The Contractor would also make available or refer participants to individualized, wrap-around services, including crisis management, based on assessment results and/or case management activities.

d. Career Exploration and other professional development workshops

- i. The Contractor would coordinate career exploration and other professional development workshops ("lighter-touch workshops") that are facilitated by the contractor themselves, relevant city agencies including the Department of Small Business Services, and other entities in the NeON/DOP network. Workshops can focus on topics such as resume writing, interviewing, professionalism, and written and oral communication, but must include sessions on financial empowerment

¹⁴ DOP reserves the right to specify the assessment tool to be used.

¹⁵ DOP PO's would be the primary case manager for probation supervision clients.

and financial literacy, as well as different industries/sectors to offer exposure to a range of career possibilities.

- ii. Some of these topics can be covered in a series of workshops, and others may be stand-alone, drop-in workshops accessible to community residents outside of NeON Works' target population. A fixed format for workshops is not required. For example, the Contractor could host a series of visits to different occupations' worksites. Assessment should not be required for entry into these lighter-touch workshops, but the Contractor may require assessment for entry into more intensive workshops, a series of workshops, community benefit projects, or other activities.
- iii. The Contractor would offer NeON Works participants team work and skills-building activities, including community benefit projects (e.g., beautification, civic engagement, etc.) while they are not actively engaged in workforce services. The Contractor would facilitate a process by which participants would select projects/activities that are most needed within their communities, in conjunction with local NeON Stakeholder Groups.

e. Facilitated referrals to programs

- i. The Contractor would partner with City and nongovernmental programs or agencies to help NeON Works participants achieve one of the following outcomes: high school equivalency (HSE) credential attainment, college enrollment, enrollment in a college pathway program (e.g., CUNY Start), job placement, or training that leads to a credential proven to assist with job placement. Referrals to these programs would include some combination of personal introduction, on-site presence by the programs and individualized client follow-up.
- ii. The Contractor would connect interested participants to relevant educational opportunities at DOE and CUNY programs (DOP will facilitate partnership between the Contractor and DOE and CUNY).
- iii. The Contractor would maintain a "menu" of credentialing opportunities that participants could choose to pursue based on individual need and interests.¹⁶ Such credentialing opportunities offered would be in areas with recent demonstrated high job growth potential¹⁷ and would be accessible to participants with a wide range of educational and professional experience. All credentialing offerings would be subject to DOP's review and approval. Five priority areas of focus include:

¹⁶ Credentialing menu/certifications offered by the Contractor would be subject to final approval by DOP at the time of contract award.

¹⁷ For further information, proposers should consult the CUNY Labor Market Information Services quarterly NYC Labor Market Brief which shows the sectors with the biggest job growth over the past quarter, citywide and also broken down by borough; the brief also shows the different educational criteria associated with these fields. The most current report, from February 2019, can be found here, https://www.gc.cuny.edu/CUNY_GC/media/365-Images/Uploads%20for%20LMIS/Reports%20and%20Briefs/NYCLMIS-QBB-Q4-2018-Full-Report.pdf. Past reports can be found at the CUNYLMIS website, https://www.gc.cuny.edu/lmis/information/jobs_reports#QBB

Technology, Healthcare, Hospitality, Retail/Customer Service, or Industrial/Construction; applicants are invited to propose additional sectors with data to back up their choices. The Contractor may provide some credentialing opportunities itself, but would also provide participants with a pathway to pursuing credentialing in these fields by facilitating connections with City and nongovernmental programs or agencies that provide these opportunities.

- iv. The Contractor would connect NeON Works participants to job placement services provided by City and nongovernmental programs or agencies.
- v. The Contractor would maintain contact with referred NeON Works participants for one year. Such contact with participants should consist of a series of gradually tapering onsite engagement events or workshops, telephone, text or email contacts as well as regular provision of promotional materials about other NeON Works services and resources.

f. Targets

- i. It is expected that the Contractor would accomplish the following¹⁸:
 - 70 participants assessed and participate in workshops each year at full-borough NeON sites, 45 at Brooklyn NeON sites (Bedford-Stuyvesant, Brownsville, and East New York).
 - At least 40% would be under community supervision. The Contractor would partner with DOP to ensure that an effective referral process for DOP clients is implemented.
 - Within one year of assessment, 65% of program participants should result in high school equivalency (HSE) credential enrollment, college enrollment, enrollment in a college pathway program (e.g., CUNY Start), enrollment in job placement services, or training that leads to a credential proven to assist with job placement.
- ii. Additional data on outcomes may be tracked, and DOP reserves the right to set additional targets after year 1 of the contract.

2. Proposal Instructions:

- a. Complete Section B of Attachment D: Structured Proposal Form, Questions 3-5
- b. Complete Attachment F: Credential Chart

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.

¹⁸ Outcome goals will be more specifically and technically defined in the Contract. DOP reserves the right to change or adjust outcomes during the contract term.

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. The Contractor would provide staff fulfilling the roles outlined below. Responsibilities may be fulfilled by different or combined titles than those outlined here. However, the Contractor would ensure that staffing is sufficient to adequately fulfill all responsibilities outlined in the RFP¹⁹:
 - i. Program Director: The Program Director would be responsible for overseeing the program and communicating with DOP program staff to ensure achievement of targeted outcomes. The Program Director would have a Bachelor's degree with at least three years of relevant supervisory experience or a high school diploma with at least seven years of relevant experience, including three in a supervisory capacity.
 - ii. Coach(es)/Services Coordinator(s): Coaches/service coordinators would be responsible for facilitating participant progress through the program, including services related to identifying a career/credentialing pathway and other work readiness services. The Contractor would be responsible for providing case management services, as needed, to participants who are not under probation supervision, following best practices such as dedicating a primary person to each participant. Tasks would include assessment and goal-setting, identifying barriers to work readiness, and referrals to supportive services.
 - iii. Facilitator: Facilitators would be responsible for leading workshops and trainings. It is anticipated that a wide variety of topics may be covered, and as such, facilitators may not be directly employed by the Contractor.
- b. The Contractor would include a plan for recruiting, hiring, and training appropriate staff.²⁰
- c. The Contractor would assign staff to the relevant NeON location to cover activities performed there. The Contractor would indicate which staff (either by name or title, if not yet identified) would be assigned to the NeON, as well as the approximate number of hours to be worked.
- d. The Contractor would undertake background checks of all staff assigned to the program, including volunteers and staff of sub-contractors. Such checks should include verification of prior employment and references through direct contact by the Contractor with former employers. The Contractor would be required to provide rosters of all staff in the program to DOP upon request. Upon receipt of award, the Contractor shall comply with all federal, State, and City requirements with respect to investigation for criminal conviction history of program staff members (proposed or currently employed), including volunteers, as well as in keeping with Article 23 and Executive Order 151 compliance as outlined in the

Some positions, such as facilitators may be filled through consultant or subcontract agreements as appropriate.

²⁰ Final staffing plan to be subject to DOP approval upon contract award.

General Information and Regulatory Requirements (Attachment A). These regulations may include the requirement that all program staff (paid and volunteer) in programs serving youth under the age of 21 be fingerprinted. Contractors shall comply with applicable State and federal regulations, including 42 U.S.C §5119. Youth staff (paid and volunteer) who are under the age of 17 and who are still attending school are not required to be fingerprinted.

- e. The Contractor would ensure that all program staff is familiar with the targeted communities where participants are anticipated to reside and are culturally competent with an appreciation for and sensitivity to diverse languages, traditions, sexual orientations, gender identities, 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 respect.²¹ The Contractor would integrate this knowledge into service delivery.

2. Proposal Instructions

- a. Complete Section C of Attachment D: Structured Proposal Form, Questions 6-7.
- b. Attach resumes for key staff already identified or job descriptions showing the required qualifications for other key staff positions.

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, and participants' families and communities. This would require on-going communication and engagement with participants' probation officers for purposes of reporting participant progress and ensuring sufficient referrals are received from DOP.
- b. The Contractor would establish effective linkages with organizations that would complement and expand services provided directly by the Contractor, including local community-based organizations, for creation of a robust menu of credentialing opportunities and other work readiness services.
- c. The Contractor would utilize DOP's connections to other City programs to augment the NeON Works programming offered.
- d. The Contractor would establish ongoing, dynamic, and collaborative relationships with the relevant NeON Stakeholder Group to ensure programming is developed and implemented with the needs of the community in mind. The Contractor would also work with the relevant NeON Stakeholder Group to

²¹ This includes clients and their families who are lesbian, gay, bisexual, transgender, or questioning (LGBTQ).

identify small community-based organizations that may be able to augment available programming.

2. Proposal Instructions

- a. Complete Section D of Attachment D: Structured Proposal Form, Questions 8-9.
- b. Attach completed linkage agreement(s) (Attachment E)
 - i. Proposer must attach a linkage agreement for each organization mentioned in the proposal that would provide trainings/credentialing services that are not offered directly by the proposer.
 - ii. Proposers should attach a linkage agreement for any 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 **10** points in the Proposal Evaluation.

E. Facilities

1. Program Expectations

- a. 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.
- b. The contractor's site would be in a safe, neutral space that is conveniently and centrally located within the geography for the competition proposed, with access to public transportation.
- c. The Contractor would have access to space within the relevant DOP NeON location for the competition proposed for provision of some workshops and introductory activities.²² The Contractor would also maintain a primary program site within the CDs served by the NeON for further service provision²³. In addition to the primary program site and NeON location, the Contractor could also provide services through linkages or subcontractors at other sites within the borough.

2. Proposal Instructions

- a. Completed Section E of Attachment D: Structured Proposal Form, Questions 10-11.

²² DOP would provide access to space for such services, to be determined at the time of contract award depending on amount of space currently available.

²³ Contractors could propose space within the NeON location, subject to availability. Contractors would be responsible for negotiating with the landlord or managing agent for acquiring such space.

- b. If proposing a program site within the NeON building, proposers must demonstrate proof of availability of such space with the proposal (a formal lease or occupancy agreement would not be required at proposal submission).

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 5 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 be required to track and report participant enrollment, attendance, relevant milestones, and outcomes, potentially including those that occur after referral to external programs, through the use of DOP's on-line data collection system and other reporting as requested.
- c. The Contractor would be required to report regularly on program performance metrics and expenses.²⁴ In general, the Contractor would provide data as follows: monthly narrative reporting on program status; monthly data reporting on established metrics against agreed-upon targets; ad-hoc data requests as needed by DOP; and expense reports at mid-year and end-of-year. The Contractor would also comply with any site visits, audits, or other forms of program oversight requested by DOP.
- d. The Contractor would utilize outcome achievement data to assess and analyze program quality and would apply measures to continually improve program effectiveness.
- e. With guidance from DOP and the TA provider(s), the Contractor would be responsible for administering baseline assessments, self-report measures, collecting anonymous feedback from all participants, as well as input from participants and program staff in order to assess outcomes and integrate such information into service delivery.
- f. The Contractor would also need to provide researchers from DOP or its external evaluators, partners, or contractors with access to program staff and participants, information on program activities, and participant level data. DOP or its external evaluators would 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

²⁴ Specific data to be reported would be provided to Contractor after contract award.

research, compliance, and program monitoring purposes. DOP would cover costs of these activities, if necessary.

2. Proposal Instructions

- a. Complete Section F of Attachment D: Structured Proposal Form, Questions 12-13.

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 **10** 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 program²⁵.
- b. The contractor's costs would enable the effective delivery of services described in this RFP. Competitive pricing is encouraged. It is anticipated that the payment structure of contracts awarded from this RFP would be based on a combination of line-item budget reimbursement and performance-based milestones as determined by DOP. Starting in year two of the contract, for participants who successfully complete an outcome(s) to be set by DOP, Pay for Performance of up to 7.5% of the annual contract amount may be part of the contract budget. It is anticipated that up to 7.5% of the annual contract amount could be used by the Contractor for one-time start-up expenses in the first year of the contract. Final rates subject to negotiation and determined by DOP at contract award.

2. Proposal Instructions:

- a. Complete and attach the Proposal Budget Summary (Attachment C). Proposers should review DOP's Fiscal Manual for guidance on completing the proposed budget. The Fiscal Manual can be accessed on the DOP website: <https://www1.nyc.gov/assets/probation/pdf/procurement/dop-hhs-accelerator-fiscal-manual-for-line-item-and-performance-based-contracts.pdf>
- b. Complete Section G of Attachment D: Structured Proposal Form, Question 14.

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

²⁵ Proposers should adequately account for current City COLA increases and phased-in NYS minimum wage increase in their price proposal. No additional funds will be given for this purpose.

**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 - Doing Business Data Form
- Attachment C – Proposal Budget Summary
- Attachment D- Structured Proposal Form
- Attachment E- Linkage Agreement Form
- Attachment F- Credential Chart
- Attachment G- Funding and Service Levels by Competition
- Attachment H- DOP NeON Location Addresses

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 targeted geography, as 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.
- 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 Law s. 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 Procurement and Sourcing Solutions Portal (PASSPort) online disclosure process 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.

Procurement and Sourcing Solutions Portal (PASSPort) Disclosure Filing (formerly known as Vendor Information Exchange System (VENDEX) Forms or Certificate of No Change)

All organizations intending to do business with the City of New York should complete an online disclosure process to be considered for a contract. This disclosure process was formerly completed using Vendor Information Exchange System (VENDEX) paper-based forms. In anticipation of awards, proposers must create online accounts in the new Procurement and Sourcing Solutions Portal (PASSPort) and file all disclosure information. Paper submissions, including certifications of no changes to existing VENDEX packages will not be accepted in lieu of complete online filings. For more information about PASSPort, please visit nyc.gov/passport

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

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 information for information on the Iran Divestment Act required for this solicitation and to <https://ogs.ny.gov/iran-divestment-act-2012> 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 TO PROPOSERS – SUBCONTRACTOR COMPLIANCE:

As of March 2013 the City has implemented a new web based subcontractor reporting system through the City's Payee Information Portal (PIP), available at www.nyc.gov/pip. In order to use the new system, a PIP account will be required. Detailed instructions on creating a PIP account and using the new system are also available at that site. Additional assistance with PIP may be received by emailing the Financial Information Services Agency Help Desk at pip@fisa.nyc.gov.

In order to obtain subcontractor approval under section 3.02 of Appendix A or Article 17 of the Standard Construction Contract and PPB Rule § 4-13 Contractor is required to list the subcontractor in the system. For each subcontractor listed, Contractor is 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. Thereafter, 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, Contractor will be required to revise the information in the system.

Failure of the Contractor to list a subcontractor and/or to report subcontractor payments in a timely fashion may result in the Agency declaring the Contractor in default of the Contract and will subject Contractor to liquidated damages in the amount of \$100 per day for each day that the 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. For construction contracts, the provisions of Article 15 of the Standard Construction Contract shall govern the issue of liquidated damages.

Contractor hereby agrees to these provisions.

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(0)-(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:

$$\frac{[(\text{current minimum wage as of the commencement date and any subsequent anniversary date}) * 20 \text{ hours per week} * 52 \text{ weeks per year}]}{365 \text{ days}}$$
 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 PSLI 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 PSLI. 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 PSLI 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 PSLI 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 PSLI 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 PSLI 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 PSLI. In addition, an employer may not interfere with any investigation, proceeding, or hearing pursuant to the PSLI.

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLI. 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 PSLL 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 PSLL.

Enforcement and Penalties

Upon receiving a complaint alleging a violation of the PSLL, 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 PSLL 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 PSLL 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 PSLL 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 PSLL 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 PSLL may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

Doing Business Data Form

To be completed by the City agency prior to distribution

Agency _____ Transaction ID _____

Check One

☐ Proposal ☐ Award

Transaction Type (check one)

☐ Concession ☐ Economic Development Agreement ☐ Franchise ☐ Grant ☐ Pension Investment Contract ☐ 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, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

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

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

(Select One)

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

Entity is a Non-Profit

☐ Yes

☐ No

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

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

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

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

☐ This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

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

☐ This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

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

☐ This position does not exist

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must 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 or organizations that are no longer owners at the bottom of this section. 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 ☐ The entity is an individual ☐ No individual or organization owns 10% or more of the entity

Other (explain) _____

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

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

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 _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two 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 _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

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

Standard Form

Proposal Budget Summary

Total Annual Funding Request		\$	-
Line Item (92.5%)		Annual Budget	
-	Total Direct Costs	\$	-
-	Total Personnel Service	\$	-
	Total Salary	\$	-
	Total Fringe	\$	-
-	Total OTPS	\$	-
	Operations, Support and Equipment	\$	-
	Utilities	\$	-
	Professional Services	\$	-
	Rent & Occupancy	\$	-
	Contracted Services	\$	-
-	Indirect Costs		
-	Total Indirect Costs	\$	-
Start Up (7.5%)		Year One	
-	Start Up Expenses		



ATTACHMENT D

Structured Proposal Form

NeON Works RFP

EPIN: 78120I0004

Proposer:

Section 2 (A): Organizational Experience and Capability – 20 Points

1. **In 20,000 characters (approximately 3,000 words) or less**, describe the proposer's successful relevant experience and capability as it relates to the proposed program, based on the Program 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. (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)).
2. **In 8,000 characters (approximately 1,300 words) or less**, describe capability to ensure program services are ready as of the start date, including a detailed start-up plan.

Section 2 (B): Program Model - 25 Points

3. **In 25,000 characters (approximately 4,000 words) or less**, describe the proposed approach to service delivery according to the Program Expectations outlined in this section. This description should include, but not be limited to, details on proposed delivery of 1) assessment of individual needs and associated supports, and 2) career exploration and other professional development workshops, and team work and skills-building activities.
4. **In 8,000 characters (approximately 1,300 words) or less**, describe how services will be provided in a manner designed to accommodate potential participant's individual needs and interest in the level of intensity of workforce services pursued.

5. **In 8,000 characters (approximately 1,300 words) or less**, describe the menu of credentialing opportunities to be offered, either through partnering organizations or directly by the Contractor, demonstrating that opportunities are in areas of job growth. Indicate which opportunities will be provided on-site at the NeON location.

Section 2 (C): Staffing – 20 Points

6. **In 10,000 characters (approximately 1,600 words) or less**, describe the proposed approach to Staffing, based on the Program Expectations outlined in this section.
7. **In 8,000 characters (approximately 1,300 words) or less**, 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. Attach:
- i. Resumes for key staff already identified;
 - ii. For other key staff positions, job descriptions showing the required qualifications

Section 2 (D): Partnerships, Collaborations and Linkages– 10 Points

8. **In 8,000 characters (approximately 1,300 words) or less**, describe the proposed approach to Partnerships, Collaborations and Linkages, based on the Program Expectations outlined in this section.
9. **In 8,000 characters (approximately 4,000 words) or less**, demonstrate how the proposed linkages will be relevant to the proposed program and effective in helping participants achieve program milestones and outcomes.

Section 2 (E): Facilities – 5 Points

10. **In 4,000 characters (approximately 650 words) or less**, describe the proposed approach to Facilities/Site Location-based on the “Program Expectations” outlined in this section. Demonstrate that the site location(s) will be in a safe and neutral location, centrally located, and accessible by public transportation, as well as appropriate in size and design to accommodate any program activities and any on-site administrative functions.

11. In 2,000 characters (approximately 650 words) or less, demonstrate that the building, 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.

Section 2 (F): Monitoring and Reporting – 10 Points

12. In 10,000 characters (approximately 1,300 words) or less, describe the proposed approach to Monitoring and Reporting based on the expectations outlined in this section, including quality control measures that will be in place to assure timely, accurate and reliable data.
13. In 10,000 characters (approximately 1,300 words) or less, describe record keeping, data collection and procedures for documenting and reporting services delivered and outcomes, including how outcome achievement data will be used to improve program performance.

Section II (G): Budget Management – 10 Points

14. In 12,000 characters (approximately 2,000 words) or less, describe how the proposer will plan for and manage budgets for this program, based on the program expectations outlined throughout this RFP and consistent with the proposed program design. Budget narrative should include
- i. Justification for each cost item with a description of how the budget will 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 all personnel to be employed by the proposer under the proposed contract, as well as the salaries and fringe to be provided to such personnel
 - 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.

Attachment E: Linkage Agreement Form

RFP TITLE: NeON Works Program RFP

EPIN 78120I0004

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 Name)

in response to the NeON Works RFP 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 Name)

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 (Name)

Title

Signature

Date

Linked Organization:

Authorized Representative (Name)

Title

Signature

Date

Organization Address

NEON Works RFP (EPIN: 78120I0004)

Proposer:

Proposed Credential to be Offered	Prior Experience with Credential	Details of Job Growth Potential	Education Level Required	Hours of Training Required	Exam Required (and associated fees, if any), and any required hours of on-the-job experience

**ATTACHMENT G: Funding and Service Levels
by Competition**

NEON Works RFP (EPIN: 78120I0004)

Competition	CD/Precinct Served	Annual Service Level (minimum)	Line-Item Budget Funding	Performance Based Funding Budget	TOTAL ANNUAL Funding Amount
NeON: Harlem	Manhattan CD's 9, 10, 11	225	\$346,875.00	\$28,125.00	\$375,000.00
NeON: South Bronx	Bronx CD's 1, 2, 3, 4, 9	225	\$346,875.00	\$28,125.00	\$375,000.00
NeON Brownsville	Brooklyn CD 16	100	\$235,875.00	\$19,125.00	\$255,000.00
NeON: Bedford-Stuyvesant	Brooklyn CD 3	100	\$235,875.00	\$19,125.00	\$255,000.00
NeON: East New York	Brooklyn CD 5	100	\$235,875.00	\$19,125.00	\$255,000.00
NeON: Jamaica	Queens CD's 12, 14	225	\$346,875.00	\$28,125.00	\$375,000.00
NeON: Northern Staten Island	Staten Island CD 1	225	\$346,875.00	\$28,125.00	\$375,000.00

**ATTACHMENT H: DOP NeON Location
Addresses**

NEON Works RFP (EPIN: 78120I0004)

Borough	NeON Name	Address
Manhattan	Harlem NeON	127 West 127 th Street New York, New York 10027
Bronx	South Bronx NeON	198 East 161 st Street Bronx, New York 10451
Brooklyn	Brownsville NeON	444 Thomas S. Boyland Street Brooklyn, New York 11212
	Bedford-Stuyvesant NeON	510 Gates Avenue Brooklyn, New York 11216
	East New York NeON	400 Liberty Avenue Brooklyn, New York 11207
Queens	Jamaica NeON	162-24 Jamaica Avenue Jamaica, New York 11432
Staten Island	Staten Island NeON	340 Bay Street Staten Island, New York 10301