Notice of Intent to Negotiate

Specialization Model for Adult Reentry - Providing Substance Use and Co-occurring Health/Mental Health Services to 600 Men During Incarceration and Post Release
EPIN: 07216N0007 PIN: 072201640APC

Basic Information

Expression of Interest Due Date	June 13, 2016 - 5:00 p.m.
Agency Contact Person	Ava Rice, ava.rice@doc.nyc.gov
Expression of Interest Instructions	If your organization is interested in being considered for award, please send an expression of interest addressed to DOC Central Office of Procurement at 75-20 Astoria Boulevard, Suite 160, East Elmhurst, NY 11370, or email the agency contract person. Although there is no limit, vendors are strongly encouraged to limit their Expressions of Interest to seven pages in length.
Anticipated Contract Term	It is anticipated that the term of the contract awarded from this solicitation will be three years with three one-year renewal options.
Anticipated Number Contracts	1
Anticipated Funding	The budget for each year of programming is $2,351,440.00 , with the total three year budget being $ 7,054,320.00
Payment Structure	The payment structure will enable the selected candidate to invoice DOC at set rates for personnel and overhead expenses and a line item budget for OTPS items. The vendor will invoice DOC on a monthly basis to be paid within 30 days of receipt of an approved invoice.
Subcontracting	Upon DOC approval, sub-contracting will be allowed for certain specialized services, including but not limited to weekend programming and hard skills training and other certifications for employment.

1. Program Background

The Adult Programs of New York City (NYC) Department of Correction (DOC or Department) seeks applications from qualified vendors to develop a multi-systems program that will provide client-centered services specially designed to meet the needs of adults (22+) in DOC's custody. The Department will partner with leading social service providers with the necessary expertise to effectively work with this segment of the DOC population. The adult population in DOC custody comprises of about 86% of the total inmate population. The DOC currently provides programming on a daily basis to about 35% of adult inmates who are interested and available, which leaves about 65% of interested and available inmates without services.

Programming for inmates is a critical component of the 14 Point Reform Agenda to reduce violence at the DOC, and as such, the DOC is committed to ensuring that the most effective and innovative programs are implemented across facilities. Taking this into account, this program will address some of the most critical and prevalent needs effecting adults in DOC custody and those most germane to the reduction of both in-facility violence and recidivism rates: substance use needs, criminogenic needs, women's needs, and veteran's needs.

2. <u>Target Population & Service Level</u>

The program will serve 600 sentenced and detained adult males ages 22 and older in DOC custody with substance use and co-occurring health and mental health needs. To expand existing programing, this initiative will provide integrated, evidence-based pre and post release services that address the unique needs of justice-involved individuals with both substance use and health/mental health needs.

The target population will be referred to the contracted social service provider for comprehensive pre and post release services offered seven days per week. Monday through Friday, jail-based facilitators will each run two daily 2.5 hour sessions with 25 participants in each group. Weekend programing will consist of a variety of activities which may include: arts and crafts, physical training, health and wellness activities, book clubs & discussions, interactive journaling, and additional hard skills workshops.

3. <u>Program Requirements</u>

a. Qualifications and Experience

The organization should have extensive experience and the organizational capacity in providing the services listed below to the target population.

b. Program Expectations

- Administration of evidence-based assessments evaluating participants' unique criminogenic and re-entry needs.
- Evidence based substance abuse use programming.
- Hard skill training for in-demand, background friendly sectors.
- Arts and crafts, creative expression, physical fitness and other courses centered on participants' interests.
- Transitional employment opportunities aligned with the afore-mentioned job readiness and hard skill training.
- Referrals to relevant supportive services, including, but not limited to (transitional) housing, employment training, workforce development and (mental) health care.
- Provision of site-based integrated, dental, primary, (mental) health, and legal services.

- **Linkage and Retention**
  - Discharge planning will begin on day one of incarceration, and will be tied into the services and insights obtained through group and individual work, and matched to goals identified by each individual.
  - The contracted provider will utilize a Critical Time Intervention (CTI) approach to both in-custody and community-based services, engaging inmates directly upon admission and within 72-hours of release. Once engaged post-release, the provider will maintain contact with the client in the community for a minimum of one year.
- **Post Release Services**
  - Community Facilitators will be responsible for the post-release services and will thus already be known to the individuals before discharge, and will have established a rapport at the most critical time of transition in order to maximize successful engagement.
  - Contractor would have the capacity to provide a direct linkage to their vast array of

community-based services, which may include: starter kits with toiletries, metro cards and food vouchers, transportation, case management, benefits screening, paid internships, employment placement assistance, residential or outpatient treatment, family reunification support, continued group and individual counseling, peer support and mentorship programs, relapse prevention, referrals for housing, health and mental health referrals, and other referrals consistent with their individualized discharge plan.

- The selected vendor will be required to maintain program offices in their Borough-based hubs. These offices will need the capacity to maintain program performance data and meet with clients released to the community.
- Services will take place on the housing units, and staff must be available to provide evening programming as needed.
- **Reporting**: Weekly reports with the names and attendance outcomes of all inmates who were scheduled for groups; weekly and monthly aggregate reports on attendance outcomes; weekly reports with individual-level data on post-release outcomes; monthly aggregate reports on post-release services. The proposed vendor's inmate programming and post-release services may be subject to regular evaluation by the City or another entity designated by the City.
- **Staffing** for both for both pre and post release programing should include, at minimum, the following positions. Of Note: Thirty percent of the employees must be bilingual. Staffing for both pre and post release programing should include, at minimum, the following positions listed below. Of Note: Thirty percent of the employees must be bilingual.
  - **Program Director (1):** MA, LCSW/LCSW-R (Bilingual).
  - **Assistant Program Director (1)**: MA, LCSW/LCSW-R (Bilingual).
  - **Facilitator (8):** MA, LMSW, full time position.
  - **Hard Skills Facilitator (4)**: full time position.
  - **Community Facilitator (4)**: MA, LMSW.
  - **Per Diem Weekend Consultants**
- Note: at least two-thirds of the non-hard skill staff must have master level degrees. The DOC will not consider exceptions on a case-by-case basis.

4. <u>Expression of Interest Content & Instructions</u>

The Expression of Interest should specifically state the following:

a. Experience:

- Describe the proposers experience providing OASAS-certified substance use treatment programming to individuals released from the New York City Department of Correction and/or the New York State Department of Corrections and Community Supervision.
- Describe the proposers experience providing mental health services to individuals released from the New York City Department of Correction and/or the New York State Department of Corrections and Community Supervision.
- Describe the proposers experience providing primary care and dental care, including Chronic Disease Management, to individuals released from the New York City Department of Correction and/or the New York State Department of Corrections and Community Supervision.
- Describe the proposers experience providing discharge plans and legal services to individuals released from the New York City Department of Correction and/or the New York State Department of Corrections and Community Supervision.

b. Organizational Capability

- Describe the proposer's staffing, and operating systems, such as management, supervision, quality assurance and control systems –including risk management and financial controls.

- Describe the proposer's ability to quickly assume program operation.
- Attach documentation of the proposer organization's current gross annual revenue, revenue sources, additional sources of funding that will support the proposed program and numbers of clients served on an annual basis.
- Describe the proposer's ability to manage federal, state, and city contracts.
- Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization.

c. Proposed Approach

- Describe the proposed program model including program components (i.e. evidence-based curriculum, methods of service delivery pre and post release, vocational training and workforce development modalities, transitional employment, financial literacy, linkages and referrals to services, assessments used).
- Attach the proposers expected measureable outcomes (program attendance, job placement, housing outcomes, referrals to services and treatment) and how the agencies approach will help to achieve those outcomes.
- Describe the proposer's data collection and management strategy, taking into consideration the challenges of collecting and retaining data in the DOC environment.
- Demonstrate linkages with community-based organizations offering treatment services including but not limited to, housing, substance use, mental health, employment and family re-unification.

5. <u>Basis for Contract Award and Procedures</u>

a. Expression of Interest Evaluation

All expressions of interest received in the manner set forth will be reviewed to determine if they are responsive to the material requirements of this solicitation. Expressions of interest determined to be non-responsive will not be further considered. Expressions of interest determined to be responsive will be considered in terms of Experience, Organizational Capability and Proposed Approach.

b. Negotiations & Contract Award

DOC will enter into negotiations with the vendor(s) determined to be the best qualified at the time of evaluation, based on consideration of the above-cited factors. A contract will be awarded to the responsible vendor(s) whose offer(s) is/are determined to be the most advantageous to the City, taking into consideration the price and the other factors set forth in this solicitation.

DOC reserves the right to conduct site visits, to conduct interviews, or to request that organizations make presentations, as deemed applicable and appropriate. Although DOC may conduct discussions with organizations submitting acceptable expressions of interest, it reserves the right to award contracts on the basis of the initial expression of interest, without discussions; therefore, the expression of interest should contain the best programmatic and price terms.

ATTACHMENT A
WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

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.

REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

Department of Investigation (DOI) Complaint Bureau
212-825-5959
or by mail or in person at:
DEPARTMENT OF INVESTIGATION
80 MAIDEN LANE, 17th FLOOR
NEW YORK, NEW YORK 10038
Attention: COMPLAINT BUREAU
or file a complaint on-line at:
www.nyc.gov/doi
All communications are confidential.

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than $100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over $100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

ATTACHMENT B
IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NEW YORK CITY CONTRACTORS

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.

BIDDER'S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[Please Check One]

BIDDER'S CERTIFICATION

_____By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

_____I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____, New York
_____, 20 ____

SIGNATURE
_____

PRINTED NAME
_____

TITLE
_____

Sworn to before me this
day of ___ , 20

Notary Public
Dated: _____

ATTACHMENT C
PAID SICK LEAVE LAW CONTRACT RIDER

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:

<u>Applicability, Accrual, and Use</u>

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 must.

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 PSLL 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 PSLL. 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 PSLL must be treated by the employer as confidential.

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

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

Exemptions and Exceptions

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

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

Retaliation Prohibited

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

Notice of Rights

An employer must provide its employees with written notice of their rights pursuant to the PSLL. Such notice must be in English and the primary language spoken by an employee, provided that DCA has made available a translation into such language. Downloadable notices are available on DCA's website at http://www.nyc.gov/html/dca/html/law/PaidSickLeave.shtml.
Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed fifty dollars for each employee who was not given appropriate notice.

Records

An employer must retain records documenting its compliance with the 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 Polices 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.

ATTACHMENT D
SECURITY REQUIRMENTS FOR ALL WORK PERFORMED ON RIKERS ISLAND AND BOROUGH FACILITIES

SECURITY REQUIREMENTS FOR CONTRACTORS ON RIKERS ISLAND AND BOROUGH FACILITIES

All contractors and their employees including sub-contractors must comply with all security and traffic regulations instituted by the Department of Correction.

For the purpose of these security requirements, sub-contractors and their employees shall be considered employees of the contractor. Contractors are responsible for informing all subcontractors of these requirements. When the term contractor is used herein it shall mean contractor and sub-contractor.

DOC may perform a background investigation on any employee of the Contractor who enters DOC premises. Contractor agrees to replace any employee deemed a security risk by DOC.

S1: IDENTIFICATION OF EMPLOYEES

1. All contractors and their employees who have authorized business at a DOC facility are required to report for identification and approval at established security control points.

2. Each contractor shall furnish its employees with an identification (ID) card. The ID card shall be standard size (approximately 2 inches by 3 inches), laminated and furnished with either a clip or light chain so that it may be secured to the person wearing it. The ID cards shall be sequentially numbered and contain the following:
   - The company name;
   - A recognizable photo of the employee;
   - The employee's printed name and signature; and
   - Expiration date.

3. These ID cards are typically exchanged at a facility for an institutional pass when the employee enters the facility. ID cards/institutional passes must be prominently displayed and secured while the wearer is at a DOC facility. Additionally, identification must be produced upon demand of Department of Correction personnel assigned to various checkpoints, as well as security patrols.

4. The loss of any ID card or institutional pass must be reported immediately to the nearest officer on duty. The officer shall then promptly notify his/her supervisor who shall then take appropriate action.

S2: DELIVERING MATERIAL AND EQUIPMENT TO JOB SITES

1. Contractors must obtain clearance for all deliveries to and removals from Department facilities of material and equipment. All employees reporting for business (non-delivery staff) shall arrive at the main entrance of the respective facility and abide by that facility's security procedures.

2. All vehicles and material contained therein are subject to random searches and inspections. Searches may involve the use of the Canine Unit.

S3: CONTRACTOR'S VEHICLES

1. Drivers of contractor vehicles intending to drive to Rikers Island are directed to report to the security control point on the date and time of the scheduled delivery. The driver will be required to produce the following current and valid documents to the officer:

   i. A drivers license;

   ii. The vehicle's registration; and

   iii. Vehicle Insurance Card.

   Additionally, all occupants of the vehicle will be required to produce their employee ID cards and some form of government issued identification with photo (i.e., Driver's license) to the officer.

   Upon producing the above noted documents to the officer's satisfaction, the officer will issue the driver a vehicle access pass and allow the driver and the occupants of the vehicle access to Rikers Island.

   Note: Access to Rikers Island and/or any Department of Correction facility shall be limited to employees of the contractors (as described herein). Employees shall remain on Rikers Island and/or in the facility for only the time needed to carry out their business.

2. The vehicle access pass must be prominently displayed in the windshield inside the vehicle at all times.

3. Vehicles must be secured when not occupied. The vehicle must be turned off and the ignition key must be removed. Additionally, all windows must be closed and doors and trunks locked.

4. Vehicles are not permitted to be left at DOC facilities or on DOC Property at the conclusion of each workday.

5. Vehicle access passes and any issued DOC identification cards/tags must be turned in upon leaving Rikers Island.

6. All vehicles are subject to a search at any time while on Rikers Island or on the grounds of any DOC facility and also will be searched prior to departing Rikers Island and borough facilities. Searches will include a visual inspection of the vehicle's trunk, passenger and/or cargo compartment and the undercarriage. Additionally, all vehicle occupants will be required to produce their identification cards prior to departing Rikers Island or any DOC facility.

S4: TRAFFIC REGULATIONS

1. Drivers shall obey all posted traffic regulations and speed restrictions.

2. Passing vehicles on the Rikers Island Bridge is strictly prohibited.

3. Drivers and the occupants of their vehicles must produce their identification at all checkpoints.

4. Drivers must yield to all emergency vehicles.

5. The maximum weight limit on Rikers Island Bridge is 36 Tons.

S5: SECURITY PROCEDURES AND ISSUES

1. Contractors and their employees must remain within the physical limits of their work area. Contractors are forbidden to move into any other area on the Island. There is no walking permitted on Rikers Island outside of the respective work site or delivery destination.

2. Contractors, subcontractors, and their employees are forbidden to take or bring into a DOC facility, any articles for an inmate.

3. Contractors and their employees shall not contact, or communicate with or give anything to inmates.

4. Contractors and their employees shall not possess on their person any contraband as described in paragraph #7 of this section.

5. The personal vehicles of the contractor's employees are not permitted on Rikers Island or at Borough facility loading docks. No personal vehicles will be permitted to enter a DOC facility.

6.a. Food or lunch packages of the contractor's employees are subject to inspection by Department of Correction custodial personnel.

b. No food services are available to contractor's employees at DOC facilities.

7.a. Arrest and prosecution will follow violations of Sections 205.00, 205.20 and 205.25 of the New York State Penal Law, which are summarized as follows:

SECTION 205.00.3 Contraband means any article or thing which a person confined in a detention facility is prohibited from obtaining or possessing by statute, rule, regulation or order.

SECTION 205.00.4 Dangerous contraband means contraband which is capable of such use as may endanger the safety or security of a detention facility or any person therein.

SECTION 205.20 A person is guilty of promoting prison contraband in the second degree when:

1. He knowingly and unlawfully introduces any contraband into a detention facility.

SECTION 205.25 A person is guilty of promoting prison contraband in the first degree when:

1. He knowingly and unlawfully introduces any dangerous contraband into a detention facility.

b. Contraband is described as any article, the presence of which, within the prison may jeopardize safety, security and good order, or impair the moral and physical welfare of prisoners or employees, or which is prohibited by Rules and Regulations of any institution.

c. Items that are considered contraband include but are not limited to: unauthorized clothing, unattended tools, loose or unattended vehicle keys, knives, and items to be considered as such, prescription and over the counter medicines, spices, alcoholic beverages, money in the possession of inmates, tobacco and tobacco related products (see Section S7), unauthorized written communications to and from inmates that were not processed through the institutional mail rooms, unauthorized packages and carrying cases, as well as unsafe conditions of articles which in the opinion of the Warden would affect the security of the institution.

8. The introduction of electronic/recording devices into any facility without the approval of the Commanding Officer of that facility is strictly prohibited. Electronic/recording devices are defined as any type of instrument, which is designed to transmit and/or receive telephonic, electronic, digital, cellular or radio communication as well as any type of instrument designed to have sound and/or image recording or capturing capabilities. Examples of electronic/recording devices include but are not limited to: cellular or digital phones, any type of pager, two-way radio, text messaging or modem devices, cameras (digital or film), video recorders and tape or digital recording devices.

9. Any violation of the polices and procedures described herein or of any law, Departmental rule and regulation or institutional policy or procedure may result in criminal prosecution (when applicable) and /or the violating individual being banned from future access to Rikers Island or any Departmental facility.

S6: CONDUCT OF CONTRACTORS AND THEIR EMPLOYEES

1. The New York City Department of Correction has a zero tolerance policy with regard to sexual abuse and sexual threats directed at inmates in its custody. **No one** is allowed to have sexual contact with any person who is incarcerated. Other inmates and staff are prohibited from asking, demanding, forcing or participating in a sexual act with an inmate. This applies to EVERYONE including contractors, vendors, volunteers and employees of other agencies who work in the jails

2. Rikers Island and all Department of Correction facilities are secure facilities. Any person working within secure areas shall exercise extreme caution at all times. Each contractor and its employees must comply with the following security regulations of the Department of Correction:

   a. Personal identification must be produced on demand by the Department of Correction personnel assigned to checkpoints and security patrols.

   b. Employees must remain in the area of their work assignment.

   c. Employees shall not bring any article, letters, notes or messages on the premises for the purpose of giving them to an inmate.

   d. Employees shall not take any article, letters, notes or messages from an inmate to any other person including another inmate.

   e. Employees shall not bring alcoholic beverages (beer, wine or liquor) on the premises at any time. Nor shall employees bring drugs or medicines except those required to stock the first aid cabinets in the contractor's field offices.

   f. Contractors and their employees are prohibited from burning and/or dumping any refuse, debris or rubble on Department property.

   g. When one person engages in conduct, which constitutes a criminal offense, another person is criminally liable for such conduct when, acting with the culpability required for the commission thereof, he or she solicits requests, commands, importunes, or intentionally aids such person to engage in such conduct.

S7: SMOKING PROHIBITION

1. The Department of Correction maintains a smoke-free environment in accordance with Local Law 47 of 2002, the Smoke Free Air Act which prohibits smoking in public places and workplaces. The following restrictions and procedures apply to all contractors and their employees.

   a. The use of tobacco related products within any Department facility, office, and vehicle is prohibited;

   b. This prohibition applies to all persons, including staff, inmates, and visitors;

   c. In addition to the smoking restrictions, contractors and their employees are prohibited from introducing any type of tobacco products and lighting agents into any department premises that houses or detains inmates, or utilize inmate work details, including the entire area of Rikers Island.

For the purpose of this document, tobacco products include but are not limited to cigarettes, cigars, pipes, loose tobacco and rolling paper. Lighting agents include cigarette lighters and matches.

2. a. Inmates are prohibited from smoking and possessing any form of tobacco products including but not limited to cigarettes, lighting agents, cigars, pipes, loose tobacco and rolling paper.

   b. Any contractor or employee providing an inmate tobacco related products shall be deemed as promoting prison contraband and shall be subject to arrest.

NEW YORK CITY DEPARTMENT OF CORRECTION
Joseph Ponte, Commissioner

Ava B. Rice, Assistant Commissioner
Contracts and Procurement
Agency Chief Contracting Officer
Bulova Corporate Center
75-20 Astoria Boulevard, Suite 160
East Elmhurst, NY 11370

Office: 718 546-0690
Fax: 718 278-6205

Dated _____

RE: Security Requirements

Dear Vendor:

All current Department of Correction contractors are required to acknowledge receipt and full compliance of the Agency's current "Security Requirements," which is attached to this memorandum. You have ten (10) days from the date of receipt of this letter to return the signed acknowledgement page in the enclosed self-address envelope. Failure to do so may cause the Agency to commence contract termination procedures.

Please contact me at 718-546-0690 if you have any questions. I may also be reached by email at docacco@doc.nyc.gov. In the interim, I thank you for your full cooperation and compliance.

Yours truly,

Ava B. Rice

Ava B. Rice

I hereby acknowledge receipt of the "Security Requirements".

_____
Vendor Name

_____
Vendor Representative's Name (Print)

_____
Vendor Representative's Signature

_____
Date

ATTACHMENT E
UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF

THE CITY OF NEW YORK
DEPARTMENT OF CORRECTION

MEMORANDUM

[ ] NEW		[X] REVISED	SUBJECT
EFFECTIVE DATE **02/07/08**	NUMBER **01/08**	PAGE **1** OF **3** PAGES	**UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES**

TO : ALL STAFF

FROM : MARTIN F. HORN, COMMISSIONER

This message is addressed to all of you who work in our jails, whether you are an employee of the Department of Correction, an employee of another agency, a volunteer, contractor or vendor. Our collective mission is to keep our jails, the inmates, and staff, safe.

We take pride in providing a safe environment for all individuals who are committed to our custody. It is the professionalism of all of us that has established the Department as a leader in the field of corrections. We maintain high standards of behavior and demand the highest level of integrity.

- The way we behave around inmates is key to our success. We must perform our job with integrity. When boundaries are crossed, we become ineffective and the safety of each of us is threatened.

- Once you accept a gift or favor, introduce a single piece of contraband or single an inmate out for special treatment----with the first letter you carry in or out, the first cigarette you provide, the infraction you quash----the door is opened for the inmate to control you and influence your further actions.

And that becomes a serious threat to the safety of fellow staff and other inmates.

- 'Undue familiarity' is a direct violation of our Rules and Regulations. It is the Department's policy to seek termination of those who violate this rule. This behavior includes any social activity with an inmate that is not directly related to one's duties. Such behavior may involve, for example, the granting of a special favor or privilege, a phone call, accepting of a gift, bringing in contraband, a romantic relationship or at its worst, sexual conduct. Undue familiarity is not only a violation of our rules and regulations, <u>but may also be a criminal offense</u>.

- One of the worst offenses staff can commit is to engage in any sexual conduct with an inmate, or make sexual threats.

EFFECTIVE DATE 02/07/08	SUBJECT UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES
MEMORANDUM	
NUMBER 01/08	PAGE 2 OF 3 PAGES

- The Department of Correction has zero tolerance for sexual abuse of inmates. **No one** is allowed to have sexual contact with any person who is incarcerated. Other inmates and employees are prohibited from asking, demanding, forcing, or participating in a sexual act with an inmate. This applies to EVERYONE including uniformed and civilian employees of the Department, as well as contractors, vendors, volunteers, and employees of other agencies who work in the jails.

- In addition to the Department policy, New York State Law clearly states that inmates are not able to give consent to sexual conduct with an employee. (Penal Law §130.05, subdivision 3). Individuals considered employees under this law include not only uniformed and civilian employees of the Department, but contractors, vendors, volunteers, employees of other agencies and all other persons who provide a direct service to inmates. In the same way that an underage minor can not consent to sex with an adult, so too an inmate can not consent to sex with employees. **There is no such thing as consensual sex between employees and inmates.** Any such sexual misconduct is a sex crime---whether it occurs inside a correctional facility, during transportation, or at any other time during an inmate's custody.

- The personal consequences for an employee who has any sexual contact with an inmate or sexually threatens an inmate are severe. Not only will that individual be terminated but they will also be arrested and criminally prosecuted. **If convicted they face imprisonment and registration as a sex offender.** The employee may also be required to pay monetary damages to the inmate out of his or her own pocket.

- This illegal behavior also poses a grave risk to all staff. The offending employee has totally compromised himself or herself, no different than if he or she were to smuggle weapons to an inmate.

- All allegations of sexual abuse and sexual threats will be investigated promptly and thoroughly.

- You all play a critical role in identifying and preventing a potential incident of sexual abuse, and responding if such an incident occurs.

- Equally important to us is the protection of inmates from sexual assaults by other inmates. The Department prohibits sexual acts between inmates, whether voluntary or coerced. Inmates who are observed engaging in a sexual act or soliciting a sexual act with another inmate must be ordered to cease their actions. Where the sex is voluntary, infractions will be processed for all the involved parties. Inmates who commit sexual abuse or assaults will be re-arrested and prosecuted to the full extent of the law. **Employees who fail to stop such assaults as they are occurring and/or fail to report them are subject to disciplinary action, including termination.** Inmates who are victims or in danger must be protected.

	EFFECTIVE DATE 02/07/08	SUBJECT UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES	
	MEMORANDUM		
	NUMBER 01/08	PAGE 3 OF 3 PAGES	

- Each of us is responsible for being alert to signs of potential situations in which sexual abuse might occur as well as signs of victimization. And all of us also have the duty to report any knowledge or information we may have about an employee who sexually abuses or engages in undue familiarity with an inmate. You may either contact the Department of Investigation confidentially (numbers are posted in the facilities) or, DOC employees may report to the Tour Commander. You must report, or you will face disciplinary action yourself. All allegations must be reported.

- Any employee who receives a report of inmate-on-inmate sexual abuse, must immediately notify their supervisor. An employee who intentionally fails to report such information will be subject to disciplinary charges.

- There is another role for staff to play in the prevention of sexual abuse of inmates, and that is to encourage inmates to report sexual abuse as well as any other concerns about their safety. If an inmate makes an allegation against staff or other inmates they will be offered immediate protection, medical examination and mental health services and counseling by our chaplains. And the complaint will be reported to the appropriate law enforcement officials and thoroughly investigated. We need your help in getting that message out to the inmates so that they will not be afraid to come forward if they are being victimized.

The Department is very proud of its work force and all of you who come to work day in and day out and perform your jobs professionally, with integrity. Our tradition of excellence requires that we all join together and do everything possible to make sure our zero tolerance policy is part of our culture and value system, because it is the right thing to do!

MARTIN F. HORN
COMMISSIONER

Attachment:

Directive #5010, Preventing Inmate Sexual Abuse, dated 05/01/07 (as amended).

Supersedes:

Memorandum #02/07, UNDUE FAMILIARITY AND PREVENTION OF SEXUAL ABUSE OF INMATES BY STAFF AND OTHER INMATES, dated 05/01/07.

NEW YORK CITY DEPARTMENT OF CORRECTION
Joseph Ponte, Commissioner

Ava B. Rice, Assistant Commissioner
Contracts and Procurement
Agency Chief Contracting Officer
Bulova Corporate Center
75-20 Astoria Boulevard, Suite 160
East Elmhurst, NY 11370

Office: 718 546-0690
Fax: 718 278-6205

Dated _____

RE: "Undue Familiarity and Prevention of Sexual Abuse of Inmates by Staff and Other Inmates", Memorandum number 01/08, effective 2/07/08.

Dear Vendor:

All current Department of Correction contractors are required to acknowledge receipt and full compliance of the Agency's current "Undue Familiarity and Prevention of Sexual Abuse of Inmates by Staff and Other Inmates," which is attached to this memorandum. You have ten (10) days from the date of receipt of this letter to return the signed acknowledgement page in the enclosed self-address envelope. Failure to do so may cause the Agency to commence contract termination procedures.

Please contact me at 718-546-0690 if you have any questions. I may also be reached by email at docacco@doc.nyc.gov. In the interim, I thank you for your full cooperation and compliance.

Yours truly,

Ava B. Rice

Ava B. Rice

I hereby acknowledge receipt of the "Undue Familiarity and Prevention of Sexual Abuse by Staff and other Inmates".

_____
Vendor Name

_____
Vendor Representative's Name (Print)

_____
Vendor Representative's Signature

_____
Date

ATTACHMENT F
FISCAL MANUAL

Fiscal Manual

MAYOR
Bill de Blasio

COMMISSIONER
Joseph Ponte

DOC Information Line
718-546-1500

NYC.GOV/DOC

REVISED: 2/24/16

1 Introduction and Instructions on Use

Introduction

The policies and procedures followed by the Department of Correction (DOC) are in compliance with Federal, State, and City regulations. The requirements outlined in the DOC Fiscal Manuals must be adhered to by all contractors funded by DOC.

Definition

The Fiscal Manual is a set of instructions provided by the Department to the Contractor documenting the applicable policies and procedures of the Department for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement and payroll, as may be amended by the Department. The Fiscal Manual is not intended to amend the material terms of the Human Services Agreement, the Scope of Work, the terms of payment or Appendix A. The Fiscal Manual is incorporated by reference and may be found online at http://www.nyc.gov/html/doc/html/contracting/contracting.shtml.

2 Budget

The DOC awards performance-based contracts where Vendors are paid based on achieving performance outcome measures. Contractor shall provide such services and activities in accordance with the contract. Contractor may request modifications to the contract in the manner prescribed in the Contract.

2.1 Preparation-N/A
2.2 Budget Process-N/A
2.3 Regulations-N/A
2.4 Format-N/A
2.5 Timings-N/A
2.6 Reports-N/A
2.7 Agency Approval-N/A
2.8 Modifications

The contract may be modified pursuant to Article 9 of Appendix A, General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services.

Contract Changes

Changes to the agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules.

Any amendment or change to the agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of the agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Changes Through Fault of Contractor

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

2.9 Budget Closeout-N/A

3 Financial Records & Internal Controls

Financial Records, Reporting and Invoicing
Contractor shall submit financial reports and invoices to the Department in accordance Appendix C of the Agreement. Any supporting documents required to be maintained by this Manual will be made available for inspection and reproduction by the Department, the City Comptroller, and such other persons as authorized by the Department. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of the Agreement.

Limitation of use of funds, Proper purposes
No funds obtained through the agreement shall be spent for any expense not incurred in accordance with the terms of the Agreement.
Petty Cash Fund
Contractor may maintain a petty cash fund in accordance with this Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of $1,000. Contractor shall make all procurement expenditures in excess of $1,000 by check or credit card.

3.1 Bank Accounts

Contractor shall establish and maintain one or more separate accounts for the funds obtained from or through the City of New York related to this and all other agreements with the City, and shall maintain records for such account to track and clearly identify the funds obligated through the agreement.
Contractor shall notify the Department of the name, locations and account numbers of all bank accounts in which any funds pursuant to the agreement are maintained, and of any change in the name, location, or account numbers of such accounts within five (5) days of such establishment or change. Such bank shall have a branch located in New York City unless otherwise approved by the Department.

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

3.2 Allowable Costs

3.2.1 General Cost Principles-N/A

3.2.2 Cost Allocation

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

4 Claiming & Payments

Payment

All Contracts will include a term that states: "The Department shall pay the Contractor an amount not to exceed $__ for all services provided under the Agreement." The agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a duly executed written contract amendment registered pursuant to section 328 of the New York City Charter. The terms of payment will be included as an Appendix to the Human Services Agreement.

5 Procurement

5.1 Procurement records

Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts and documentation for any payments, expenditures, refunds or disposals made to or received by the Contractor in connection with this Agreement.

5.2 General Procurement Policies

Any procurement of goods and/or services is to be conducted in the CONTRACTOR’s name. The organization is responsible for ordering, receiving, inspecting and accepting merchandise. The name of the Department of Correction, its officials, employees, or the City of New York should not be used, under any circumstances, for the purpose of ordering and/or securing goods and services from a Vendor. Invoices, bills, receipts, etc., must be issued in the name and address of the organization. All expenditures must comply with applicable laws and contract regulations, and are subject to audit.

5.3 Purchasing Requirements/Competitive Bidding

The procurement of goods shall be governed by the competitive bidding requirements described below. The purpose of competitive bidding requirements is to establish a procedure that will secure the best possible price for goods and services while allowing for appropriate competition. The procurement process must be open and competitive (that is, no Vendor qualified to provide the goods or services may be restricted from bidding and there is fair competition among those bidders). These procedures also apply to the rental or leasing of equipment.

1. Purchases less than $20,000
   For purchases with a value of $20,000 or less, no competitive bids are required. Documentation of the purchase must be maintained by the organization. This document must include the name of the Vendor, the item purchased, the date and amount paid.

2. Purchases from $20,001 – 25,000
   A minimum of five (5) telephone bids must be obtained for the purchase of goods of similar items where the cost can reasonably be expected to be between $5,001 and $25,000. Documentation of the bids and the purchase must be maintained by the organization. This document must include the name of the bidder, the Vendor, and the item purchased, the date and amount paid.
3. Purchases from $25,001 - $100,000
   A minimum of five (5) written bids must be obtained for the purchase of goods of similar items where the cost can reasonably be expected to be between $25,001 and $100,000. The bids must contain a description of the item requested, the time, date, place and form of requested responses, and the name of the employee responsible for securing bids.

4. Purchases greater than $100,000
   A public solicitation of a minimum of five (5) sealed, written bids must be conducted for purchases of goods of like items where the cost can reasonably be expected to exceed $100,000. The bids must be solicited from responsible bidders offering such commodities or services. Detailed product specifications must be developed and provided to all potential bidders in writing. The criteria to be used in determining the acceptability of bids should be contained in the specification. Bids may be solicited in one of the following ways:

Method A

A notice to bidders may be published in a generally circulated daily newspaper at a reasonable time prior to the due date of the bids. The notification should appear for a minimum of three (3) business days.

The notice to bidders should contain a general description of the goods or services for which bids are being solicited, a description of how and where specifications may be obtained, the closing date for acceptance of bids, and the date, place and time of the opening of bids. The bids must be opened at the place and on the date and time in the notice. The process of opening bids is public. Accordingly, Vendors may not

be excluded from the bid opening.

Method B

Contractors may elect to establish a list of qualified firms from which bids may be solicited. To establish this list, publication of a notice in a widely circulated newspaper is required. This notice is not a solicitation for bids. Such notice shall contain a general description of the goods and services that contractors may wish to obtain. Respondents to the notice should indicate their capability to provide the goods and services and their willingness to subsequently submit bids in response to a future solicitation. The list must be constantly updated to ensure competition. Contractors may solicit bids from the qualified bidders on the list by mailing those invitations to bid. The invitation to bid must include all relevant specifications, the due date for submission and the date, place and time of the bid opening. The bids must be opened at the place and on the date and time specified.

Contractors must document the process followed in its selection of the most responsible lowest bidder and, upon request, submit the same to DOC. The criteria for selection of the most responsible lowest bidder should include at least the following:

a. Meeting or exceeding the bid specifications;
b. Price;
c. Reliability of bidder;
d. Net 30 days, unless discount is given; and,
e. Availability of goods and time frame for delivery.

Contractors shall make every reasonable effort to obtain competition before the purchase of commodities or services and must document any situation where reasonable competition is not available.

5.4 Essensa Group Purchasing

In 2011, the City of New York entered into a business agreement with Essensa, a New York-based group purchasing organization. Through this relationship, community-based organizations from NYC can gain access to the Essensa portfolio, which includes discounted pricing on a wide variety of products and services. Essensa uses the total purchasing volume of all of its members to negotiate discounts with manufacturers, suppliers, and service providers.

Essensa membership is absolutely free. Contact an Essensa Client Service Associate today by phone at (866) 430-5330 or info@essensa.org for more information or to become a member. Visit Essensa online at www.essensa.org. To sign up, contact Greg Warner at (866) 430-5330 or email at warner@essensa.org.

5.5 Sole Source Procurement

Purchases exceeding $5,000 where a CONTRACTOR is purchasing items that are considered to be sole source in nature, do not require bids. Sole source procurements are exceptions to normal purchasing procedures and are permitted only when there is one, and only one, potential bidder or offer for an item or service. Examples of circumstances that could justify sole source procurements are:

- Newspaper advertisements
- Health and Liability Insurances, Workers Compensation
- Tickets to sporting events or theme parks
- One-time performances by artists for participants
- Utilities (gas, electricity, telephone)

Bids are required if there are multiple purchases totaling more than $5,000 with the same Vendor in a 30 day period.

Note: Consultants and Subconsultants are exempt from the bidding process.

5.6 Insurance

Central Insurance Policy (CIP)

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

Vendors That Provide Their Own Insurance

Vendors that choose not to buy into the CIP Insurance Program must provide DOC with two **original Certificates of General Liability Insurance**, as well as any renewal certificates required during the contract term. Required certificates not presented in a timely manner may result in Vendor being placed on check hold. Non-compliance will also be reflected in the final VENDEX evaluation of the contract.
Vendors are required to have General Liability Insurance in the sum of not less than **one million dollars per occurrence** to protect itself, the City of New York and the Department of Correction against claims, losses, or damages. The policy should include theft insurance to guard against loss of equipment as a result of a break-in or robbery. Each Vendor must be covered for loss due to burglaries, vandalism, fire or floods that affect equipment or furniture that is leased or purchased with DOC funds. If the equipment is lost or stolen, the Vendor must obtain a police report detailing the nature of the incident as well as submit a claim to the insurance carrier. In addition, submit an official report to DOC. The Vendor must replace lost or stolen equipment with funds obtained from settlement of the claim.

Insurance must be obtained from a company licensed to do business in the State of New York. **Both the City of New York and DOC are to be included as additional insured in the Description Box and Certificate Holder Box** on the certificate of General Liability **(See Appendix 3.)** The Risk Management Unit/CAFD must receive written notification within fifteen (15) days if the policy is cancelled during the contract term. All other mandatory insurance policies must be made available for

inspection by DOC staff, CPA Auditors or other authorized agents.

DOC retains the right to enroll a non-compliant Vendor in CIP and to withhold 4.5% of the contract

Employer's FICA is budgeted at 7.65% of total salaries. The maximum of wages taxed for the Social Security portion of FICA is currently $106,800. Please note that these rates and dollar amounts are determined by the Federal government, and are subject to change.

State Unemployment Insurance (SUI) is budgeted at the Vendors insurance rate for up to and including the first $8,500 of an employee's salary. **Please note**: Terminated staff as well as new staff hired within the same calendar year must be covered by SUI. 11

Medical Benefits, Life Insurance, Pension, Workers Compensation, and Disability costs are to be calculated based upon the Organization's policies.

6 Taxes

The Contractor must affirm in Appendix A that it is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract.

7 Auditing

Audit and financial reporting requirements

Pursuant to Article V of the Agreement, the Contractor must meet the following requirements:

A. If any Contractor is exempt from making annual filings to the Charities Bureau of the New York State Department of Law, the Contractor will, at direction of City, provide the City with annual disclosure reports equivalent to those filings that Contractor would have filed with the State had they been required to file. Reporting requirements must be made in accordance with, and is subject to, the policies and procedures set out in Article V of the agreement. If any Contractor is exempt from making annual filings to the Charities Bureau of the New York State Department of Law, the Contractor will, at direction of City, provide the City with annual disclosure reports equivalent to those filings that Contractor would have filed with the State had they been required to file. As of the effective date of this Agreement, the requirements are as follows:

1.Contractors with gross revenues between $100,000 and $250,000 in any fiscal year shall file an annual financial statement with the Department, which includes an independent certified public accountant's review report in accordance with the "statement on standards for accounting and review services" issued by the American Institute of Certified Public Accountants. The financial statement shall be prepared in conformance with generally accepted accounting principles (GAAP), including compliance with all pronouncements of the Financial Accounting Standards

Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations.

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

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

C. The Contractor must submit all required audit and financial reports under this Section to the Department within thirty (30) days after receipt of the final audit from its accountant, but in any event no later than twelve (12) months after close of the audit period, or such longer period as determined by the Department. The audit and financial reports shall comply with the applicable provisions in the Fiscal Manual throughout the term of this Agreement, including terms mandating the audit period and frequency of such audits and reports.

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

8 Contract Close Out

8.1 Process

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

- Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
- Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the

disposition of such equipment, appurtenances and property;

- Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;
- Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and
- Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

8.2 <u>Close out Letter</u>

N/A

8.3 <u>Terminated Contractors</u>

Close Out Procedures for Terminated Contractors

Upon receipt of a termination notice and effective date of termination, the Contractor shall comply with all applicable DOC closeout procedures, which include, but are not limited to the following:

- Any balance of funds not accounted for by an approved expenditure is to be refunded to DOC.
- Comply with guidelines outlined in the Agreement pertaining to Relinquishment of Equipment.

8.4 VENDEX Evaluation

DOC will conduct on-going assessments of Contractors' fiscal and programmatic performance. This assessment will be rated and reported on the City of New York's VENDEX System. The Financial portion of each rating is based upon an Organization's ability to submit timely and accurate monthly expenditure reports (PERS). In addition, an evaluation of the organization's ability to maintain financial books and records in accordance with generally accepted accounting procedures may be conducted. This evaluation will assess the organization's capacity to maintain an internal control structure with reasonable assurances that its assets are safeguarded against loss or misuse. Contractors found to be deficient in the conduct of their financial duties may receive poor VENDEX ratings and be mandated to use the Fiscal Agent Services.

8.5 Other Reporting Requirements (By Agency/By Program)

The Contractor must meet other reporting requirements as required within the Agreement

8.6 Fiscal Agent

Fiscal Agent Services

All Vendors have the option of purchasing the services of the Fiscal Agent who will:

- Establish financial records
- Maintain and report on available Vendor budget balance
- Verify invoices
- Provide payroll services and personnel reporting
- Ensure the timely filing and payment of employment -related taxes

- Ensure that Accounts Payable and Ledger system and activities are in accordance with generally accepted accounting practices and procedures.
- File Federal Tax Form 941 and 941B • Prepare W2s, W3s, and 1099s 16

8.7 Payment by fiscal agent

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

8.8 Payroll processing by fiscal agent

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

9 Forms

10 <u>Standard Forms</u>

ATTACHMENT G
DOING BUSINESS DATA FORM

On File

ATTACHMENT H

HIRENYC RIDER

Compliance with HireNYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at $1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

HIRING AND EMPLOYMENT RIDER:

HIRENYC AND REPORTING REQUIREMENTS

Introduction

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

HireNYC Requirements

A. Enrollment

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

B. Job Posting Requirements

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

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

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

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

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

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

C. Breach and Liquidated Damages

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

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

Audit Compliance

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

Other Reporting Requirements

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

Construction Requirements

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

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

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

Federal Hiring Requirements

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

- Section 3 of the HUD Act of 1968, which requires, to the greatest extent feasible, economic opportunities for 30 percent of new hires be given to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- Executive Order 11246, which prohibits discrimination in employment due to race, color, religion, sex or national origin, and requires the implementation of goals for minority and female participation for work involving any Construction trade.