

**THE CITY OF NEW YORK  
DEPARTMENT OF HEALTH AND MENTAL HYGIENE**

**REQUEST FOR PROPOSALS**

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)  
RENTAL ASSISTANCE FOR PERSONS LIVING WITH HIV/AIDS**

**PIN #: 13AE000500R0X00**

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**AUTHORIZED AGENCY CONTACT PERSON**

Proposers are advised that the Authorized Agency Contact Person for all matters concerning this Request for Proposals is:

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**Title:** Contract Manager  
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Office of the ACCO  
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## SECTION I - TIMETABLE

### A. Release Date of the Request for Proposals: August 5, 2013

### B. Pre-Proposal Conference:

- Date: August 22, 2013
- Time: 10:00 AM
- Location: 42-09 28<sup>th</sup> Street, room 14-31, Long Island City, NY 11101-4132

Attendance by proposers is optional but strongly recommended by DOHMH. To register for the conference, email the name, title and affiliation of each attendee to [RFP@health.nyc.gov](mailto:RFP@health.nyc.gov). Please state "ATTENDEE HOPWA RENTAL" in the subject line of the e-mail. On the day of the conference, please bring picture identification with you and arrive thirty minutes early to allow for the time that it will take to proceed through security.

### C. Questions

Questions about this Request for Proposals ("RFP") may be asked at the Pre-Proposal Conference set forth in Section B above or in writing to Authorized Agency Contact Person's Mailing Address or to the E-Mail Address as listed below.

Question/Clarification Deadline:

- Date: August 28, 2013
- Time: 2:00pm
- E-Mail: [RFP@health.nyc.gov](mailto:RFP@health.nyc.gov)

Answers to questions will be available on the Agency's website at [www.nyc.gov/health/contracting](http://www.nyc.gov/health/contracting). A list of the questions and answers will also be sent to everyone who picked up or downloaded the RFP.

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

- Date: September 16, 2013
- Time: 2:00 PM
- Location: 42-09 28<sup>th</sup> Street, 17<sup>th</sup> Floor, Long Island City, NY 11101-4132

DOHMH advises proposers to deliver proposals by hand. E-mailed or faxed proposals will not be accepted by DOHMH. *Proposals received at this location after the proposal due date and time are late and shall not be accepted by the Agency, except as provided under New York City's Procurement Policy Board Rules.* The Agency will consider requests made to the Authorized Agency Contact Person to extend the proposal due date and time prescribed above. However, unless the Agency issues a written addendum to this RFP that extends the proposal due date and time for all proposers, the proposal due date and time prescribed above shall remain in effect.

### E. Anticipated Contract Start Date: July 1, 2014

## SECTION II – SUMMARY OF THE REQUEST FOR PROPOSALS

### A. Purpose of RFP

The New York City Department of Health and Mental Hygiene (“DOHMH” or the “Agency”) is seeking appropriately qualified, experienced, not-for-profit organizations to provide *rental assistance* in New York City to very low-income persons living with HIV/AIDS and their families.

### Background

According to the Centers for Disease Control and Prevention, at the end of 2008, an estimated 663,084 persons in the United States were living with a diagnosis of HIV infection.<sup>1</sup> The same CDC report indicates that New York State has the highest number of persons living with HIV infection in the U.S., with an estimated 135,008 persons living with HIV infection as of year-end 2008.<sup>2</sup> New York City continues to sit at the epicenter of the U.S. epidemic. In 2006, the estimated number of new HIV infections in the United States was over 56,300.<sup>3</sup> In 2010, the estimated number of new HIV infections in New York City alone was over 3,400.<sup>4</sup> As of December 2010, over 110,700 New York City residents were reported to have HIV and/or AIDS.<sup>5</sup>

Disparities in access to health care and health outcomes continue to exist despite significant advances in medical care for persons living with HIV and/or AIDS (PLWHA). Being of a racial minority, injecting drugs, suffering from mental illness, and being in a lower socioeconomic status are all factors associated with poor health outcomes. All of these factors reinforce the need for priority to be placed on facilitating access to and maintenance in HIV primary care and support services. PLWHA who are homeless are especially at risk for poor health outcomes. A wide body of research shows that the prevalence of HIV/AIDS is three to nine times higher among persons who are homeless or unstably housed, depending on the geographical area studied.<sup>6</sup> Additionally, individuals who lack stable housing face multiple barriers to health service utilization.<sup>7</sup>

Research supports the contention that homeless people are less likely to seek regular health care. A 2007 study by Leaver *et al* ascertained housing security and stability are significantly associated with individual access to health care and social services.<sup>8</sup> The study established a significant positive association between improved housing stability and better health-related outcomes, including utilization

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<sup>1</sup> Centers for Disease Control and Prevention. *HIV Surveillance Report, 2009*; Vol. 21.

<http://www.cdc.gov/hiv/topics/surveillance/resources/reports/>. Published February 2011. Accessed March 2011.

<sup>2</sup> Ibid.

<sup>3</sup> Hall H, Rhodes P, Prejean J, et al. Estimation of HIV Incidence in the United States. *JAMA*. 2008. 300: 520-529

<sup>4</sup> New York City Department of Health and Mental Hygiene. *New York City HIV/AIDS Surveillance Statistics 2010*. January 4, 2012.

<sup>5</sup> Ibid.

<sup>6</sup> Aidala A, Cross J, Stall R, et al. Housing Status and HIV Risk Behaviors: Implications for Prevention and Policy. *AIDS and Behavior*. 2005.9:251-265

<sup>7</sup> Ibid.

<sup>8</sup> Leaver C, Bargh G, Dunn J, Hwang S. The Effects of Housing Status on Health-Related Outcomes in People Living with HIV: A Systematic Review of the Literature. *AIDS Behav*. 2007. 11: S85-S100

of health and social services.<sup>9</sup> One specific area in which DOHMH aims to develop self-management skills in PLWHA is assistance with securing and maintaining permanent housing.

## 1. Client Eligibility Criteria

To be eligible to receive housing services through a program funded through this RFP, an individual must meet all of the following eligibility criteria:

- Diagnosis of Human Immunodeficiency Virus (HIV) infection and/or Acquired Immunodeficiency Syndrome (AIDS);
- Very low-income;
- Resident of New York City; and
- Reside or will reside in permanent housing in the private rental housing market.

*Very low-income* is defined as an individual or household whose annual gross income does not exceed 50% of the median family income for New York City as per the current listing published by the U.S. Department of Housing and Urban Development (HUD). Refer to <http://www.huduser.org/portal/datasets/il.html> for HUD listings by family size.

New York City resident is defined as an individual or household that resides in one of the following boroughs: Bronx, Brooklyn, Manhattan, Queens, or Staten Island. The eligible person(s) must be a resident of New York City at program enrollment.

Family members may also be assisted providing that they reside with the eligible person(s) or will reside with the eligible person(s) upon housing placement. *Family* is defined as a household composed of two or more related persons. The term family also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well-being.

## 2. Housing Considerations

The organization awarded a contract through this RFP will be required to provide rental assistance to eligible persons who reside or will reside in a permanent, private rental housing unit. Individuals and families living in emergency, transitional, or permanent supportive housing are ineligible for rental assistance through this program.

In order to qualify for rental assistance through this program, all eligible persons must reside in a housing unit that is located in New York City rented at or under *fair market rent*, as defined below, for the unit size. Leases or tenancy agreements must be in place for all housing units. The lease or tenancy agreement must be held in the eligible person's name or his or her family member.

Housing units must comply with federal, state, and local *housing quality standards* and be in close proximity to public transportation and accessible to other amenities such as shopping, health care, and other necessary services. Basement dwellings are strictly prohibited. Ideally, each housing unit should

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<sup>9</sup> Ibid.

be situated in a building with an elevator if the unit is above the second floor.

The current Fair Market Rents (FMR) and Housing Quality Standards (HQS) published by the U.S. Department of Housing and Urban Development (HUD) apply to all dwellings funded under this RFP. Refer to <http://www.huduser.org/portal/datasets/fmr.html> for FMR listings published by HUD.

Currently, DOHMH contracts with one not-for-profit organization for the provision of rental assistance to very low-income persons living with HIV/AIDS. This solicitation is necessary to ensure continued services to those clients currently receiving rental assistance under contract with DOHMH that will expire on June 30, 2014. The current program model provides rental assistance and housing-related support services to assist very low-income persons living with HIV/AIDS achieve and maintain housing and health stability.

The organization awarded a contract through this RFP must ensure continuity of rental assistance and support services to clients who are currently served by the HOPWA-funded rental assistance program administered by DOHMH should the existing vendor not be awarded under this RFP. Referrals and assistance must be provided to the existing clients of the HOPWA-funded rental assistance program who do not wish to continue to receive rental assistance through the proposer's program.

### **3. Summary of Support Services**

For the purpose of this RFP, *rental assistance* is defined as housing assistance designed to help eligible persons establish permanent residence when continued, long-term occupancy is expected, prevent homelessness, and increase housing stability. Activities include, but are not limited to, the disbursement of rent subsidies and housing-related support services.

The disbursement of three types of rent subsidies, defined below, will be allowed through this RFP: start-up rental assistance, short-term rental assistance, and long-term rental assistance. All three types of rent subsidies must be offered and provided to eligible persons by the organization awarded a contract through this RFP.

*Start-up rental assistance* is defined as housing subsidies provided to assist an eligible person establish residence in a permanent housing unit when continued, long-term occupancy is expected. Eligible expenses include first month's rent, security deposit, and broker's fees. A maximum of one month's rent may be paid for security deposit per eligible household. Similarly, a maximum of one month's rent may be paid for broker's fees per eligible household.

*Short-term rental assistance* is defined as housing subsidies provided to prevent an eligible person residing in permanent housing in the private rental housing market from becoming homeless. Assistance is limited to eligible persons at serious risk of eviction and homelessness. A maximum of 21-weeks of rental assistance may be provided in a 52-week period.

*Long-term rental assistance* is defined as housing subsidies provided to assist an eligible person establish and maintain long-term, permanent housing in the private rental housing market. Rent subsidies may be ongoing providing the household continues to meet eligibility criteria and funding is available.

In addition to the disbursement of the aforementioned rent subsidies, the following services must be provided to all eligible persons and their families:

- Advocacy
- Apartment Inspection
- Assessment/Reassessment
- Case Conference
- Rental Assistance Eligibility Verification
- Service Plan Development/Update

*Advocacy* is defined as the provision of advocacy and assistance on behalf of a client to obtain and/or maintain housing or housing-related services, entitlements, healthcare, or other support services.

*Apartment inspection* is defined as a field visit to assess the habitability of a housing unit and verify client occupancy.

*Assessment/Reassessment* is defined as the identification and evaluation of medical and psychosocial needs, including, but not limited to: health care status, housing, financial resources, mental health, substance use, and support systems. This process serves to verify initial and continual eligibility for program services.

*Case Conference* is defined as a team-based approach that includes the review, discussion, and development of a comprehensive care management plan for an enrolled client. For the purpose of this program, case conferences may include case managers, family members, healthcare providers, and other service providers who are involved in the care, shelter, and treatment of an enrolled client.

*Rental Assistance Eligibility Verification* is defined as the application review process to determine and verify client eligibility for rental assistance. Also included is the review process to verify continual eligibility for recipients of long-term rental assistance.

*Service Plan Development/Update* is defined as identification, development, and update of long-term and short-term goals and the action steps (including timeframes) necessary to achieve these goals. Service Plans should be developed collaboratively between the client and staff and be based upon needs identified in the assessment/reassessment.

DOHMH reserves the right to modify (i.e., add or eliminate) the list of eligible services as deemed necessary.

An initial assessment at program enrollment and semiannual reassessments thereafter must be conducted of each eligible person enrolled in the program. Program staff funded through this RFP must conduct the assessment and reassessments. The objectives of semiannual reassessments are to verify continual eligibility and to identify potential service needs. Family members residing with the eligible person, as defined above, must also be assessed at program enrollment and reassessed semiannually.

All HIV-positive household members enrolled in the rental assistance program, including the eligible

person and HIV-positive family members, must submit semiannual documentation to the rental assistance program verifying their medical status. The documentation must include, at minimum, date of last primary care visit and HIV-related clinical indicators (e.g., CD4 and HIV viral load). This documentation must be current (i.e., dated within the preceding 60 days) and signed by a licensed medical provider (i.e., physician, physician's assistant, or nurse practitioner) practicing in New York State.

## **B. Program Options/Target Populations**

It is the intent of DOHMH to award one contract to an organization that will provide rental assistance to eligible persons in each of the five boroughs of New York City. The target populations are:

Start-up rental assistance:

- **Homeless single adults and families; and**
- **Single adults and families at serious risk of homelessness.**

Short-term rental assistance:

- **Single adults and families at serious risk of homelessness.**

Long-term rental assistance:

- **Single adults and families who are homeless and who meet the medical and income eligibility criteria for the HIV/AIDS Services Administration (HASA) but are ineligible for HASA financial assistance due to administrative requirements; and**
- **Single adults and families who are at serious risk of homelessness and who meet the medical and income eligibility criteria for HASA but are ineligible for HASA financial assistance due to administrative requirements.**

The organization awarded a contract through this RFP must target and serve all the populations listed above.

*Homeless* is defined as an individual or family that: lacks a regular and/or adequate nighttime residence; has a primary nighttime residence that is a public or private shelter or dwelling designed to provide temporary living accommodations, including emergency Single Room Occupancy (SRO) hotels; live in an institution that provides temporary residence for individuals intended to be institutionalized; or live in a public or private place not intended or ordinarily used as a regular sleeping accommodation for human beings (e.g., street, subway, automobile).

*At serious risk of homelessness* is defined as an individual or family that frequently moves between housing situations; an individual or family that is facing eviction; and/or an individual or family that is temporarily living with family or friends.

HASA, a program within the New York City Human Resources Administration (HRA), provides benefits and social services to persons living with HIV/AIDS and their families. This RFP seeks to

provide rental assistance to very low-income persons living with HIV infection who meet the medical and income eligibility criteria for HASA but are ineligible for HASA financial assistance due to administrative requirements.

Refer to [http://www.nyc.gov/html/hra/downloads/pdf/HASA\\_Medical\\_Criteria.pdf](http://www.nyc.gov/html/hra/downloads/pdf/HASA_Medical_Criteria.pdf) for a complete listing of HASA medical eligibility criteria.

Refer to [http://www.nyc.gov/html/hra/html/directory/hasa\\_services.shtml](http://www.nyc.gov/html/hra/html/directory/hasa_services.shtml) for eligibility criteria for HASA financial assistance.

### **C. Anticipated Contract Term**

It is anticipated that the term of the contract(s) awarded from this RFP will be for 2 years, from July 1, 2014 to June 30, 2016. The contract may include two two-year options to renew. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term, and each option to renew, if any.

### **D. Anticipated Available Annual Funding**

The contract awarded resulting from the RFP will be funded under the Housing Opportunities for Persons with AIDS (HOPWA) formula grant awarded to the New York City Eligible Metropolitan Statistical Area. DOHMH anticipates it will make one award through this RFP.

DOHMH estimates that a maximum of \$3,700,000 annually will be available for the provision of rental assistance. The annual HOPWA grant award will determine the exact funding level for each grant year and the corresponding allocation earmarked to DOHMH for the provision of housing services.

DOHMH will fund the rent subsidy, housing-related support services, and program management component of the program awarded a contract through this RFP. It is the expectation of DOHMH that a minimum of 300 unduplicated households will receive monthly rent subsidies on an annual basis through this RFP. However, monthly rent costs, size of households, and income of eligible persons and their household members will determine the exact number of households served.

Eligible persons receiving rental assistance under this program must contribute 30% of their adjusted monthly household income toward rent. Rental subsidies from any other sources must be utilized prior to the provision of rental assistance through this program. For household members who are eligible for public assistance through the New York City Human Resources Administration (HRA), the applicable shelter allowance must be applied toward the household's monthly rent prior to the provision of rental assistance through this program.

A minimum of 80% of the annual contract award amount must be allocated and distributed as rent subsidies to eligible clients. A maximum of 20% of the annual contract award amount may be allocated and spent on housing-related support services and program management costs, including personnel costs, necessary to administer the program. Program management costs also include administrative costs defined by the HOPWA grant.

Of the contract funds earmarked for rent subsidies, a minimum of 85% of these funds must be disbursed as long-term rental assistance payments. A maximum of 15% of funds earmarked for rent subsidies may be disbursed as start-up rental assistance and short-term rental assistance payments.

DOHMH reserves the right to modify any of the above-referenced percentages as deemed necessary.

### **E. Anticipated Payment Structure**

It is anticipated that the payment structure of the contracts awarded from this RFP will be based on line-item budget reimbursement with annual performance-based disincentives, as further described in Section III (C). DOHMH reserves the right to implement additional performance-based outcome measures and related financial incentives and/or disincentives in combination with or in lieu of a reimbursable budget payment structure. However, the Agency will consider proposals to structure payments in a different manner and reserves the right to select any payment structure that is in the City's best interest.

### **F. Minimum Qualification Requirements / Minimum Submission Requirements**

The following is the Minimum Qualification Requirement of this RFP. Proposals that fail to meet this requirement will be rejected.

- The proposer shall be a not-for-profit corporation. The proposer must be classified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code or have applied for such status by the proposal due date prescribed in this RFP. Incorporation documents must be submitted with the proposal.

## SECTION III – SCOPE OF SERVICES

### A. Agency Goals and Objectives

DOHMH's goals and objectives are:

- Reduce the prevalence and risk of homelessness among PLWHA;
- Enable PLWHA to establish and/or better maintain a permanent, stable living environment in housing that is decent, safe, and sanitary;
- Improve access to health care and support services thereby reducing premature and excess morbidity (e.g., reduce HIV viral load, increase CD4 count) and mortality among PLWHA; and
- Promote self-sufficiency to enable PLWHA to maintain independent, permanent housing without the provision of rental assistance.

### B. Agency Assumptions Regarding Contractor Approach

The DOHMH's assumptions regarding which approach would most likely achieve the goals and objectives are outlined below. The contractor would have:

#### 1. Experience

The contractor would have:

- Successful experience of five years or more providing support services to very low-income PLWHA who meet the criteria of the target populations (refer to Section II). Greater consideration will be given to vendors with eight years or more successful experience providing support services to very low-income PLWHA who meet the criteria of the target populations.
- Successful experience of five years or more managing a rental assistance program for very low-income PLWHA. Greater consideration will be given to vendors with eight years or more successful experience managing a rental assistance program for very low-income PLWHA.
- Successful experience of five years or more conducting housing inspections and demonstrated knowledge of local, state, and federal housing standards and policies. Greater consideration will be given to vendors with eight years or more successful experience conducting housing inspections.
- Successful experience of five years or more collaborating with other HIV-specific rental assistance programs (e.g., HASA, Ryan White Part A) to ensure clients enrolled in the program funded through this RFP are not receiving duplicative rent subsidies and/or housing-related support services. Greater consideration will be given to vendors with eight years or more successful experience collaborating with other HIV-specific rental assistance programs.
- Program Director(s) overseeing direct-service staff would possess a graduate degree and experience serving the target populations or a Bachelor's degree, supervisory experience, and experience serving the target populations.

#### 2. Organizational Capability

##### Staffing and Training

The contractor would have a/an:

- Appropriate staffing plan with sufficient staff with appropriate qualifications and training for the target populations and salaries commensurate with these qualifications. The plan would include a job description for each key staff position funded by the proposed program.
- Services tailored to the target populations, including bilingual staff and/or access to translation services for non-English speaking clients.
- Training plan for new staff as well as an annual training plan for existing staff that includes, but is not limited to: HIV/AIDS; confidentiality; cultural and LGBT competency; crisis intervention; and harm reduction.

### **Administration**

The contractor would:

- Conduct routine quality assurance reviews, quarterly at minimum, of all client records to ensure the appropriateness of services being provided and client needs are being met. Supervisory review of client records and services would be documented in writing and maintained on file.
- Maintain individual files and records for each client enrolled in the program in accordance with local, state, and federal confidentiality and related health laws, including those pertaining to HIV/AIDS and health information (e.g., HIPAA, Article 27F), as well as client-specific documentation of rent subsidy payments.
- Establish policies and procedures to ensure that services, including disbursement of rental subsidies, are in accordance with HUD and DOHMH regulations and guidelines.

### **Reporting Requirements**

DOHMH has developed a data collection and reporting system to evaluate the outcomes and determine the costs and benefits of the services provided through this RFP. The evaluations will include, but are not limited to, housing stability, health outcomes, and coordination of services.

The contract would collect and report data to DOHMH on a monthly and annual basis that includes, but is not limited to:

- Expenditures;
- Deliverables/Levels of Service;
- Program Accomplishments and Outcomes;
- Client-Specific Data (e.g., demographics, household composition, income sources and amounts, housing status, health indicators, other service providers, referrals, reasons for case closure);
- Housing Placements and Length of Stay; and
- Housing Inventory (e.g., address, housing type, housing unit size, lease dates, monthly rent, resident rent payment, residential days).

## **3. Approach**

### **Housing Services**

The contractor would:

- Disburse rental assistance payments (i.e., start-up, short-term, and long-term) on behalf of eligible persons based on criteria and guidance set forth in this RFP, to approximately 300 unduplicated households on an annual basis. (Monthly rent costs, household size and income of eligible persons and their household members will determine the actual number of households

served.)

- Ensure continuity of rental assistance to clients and their families who are currently served by the HOPWA-funded rental assistance program. Services would include providing referrals and assistance to clients of the existing HOPWA-funded rental assistance program who do not wish to continue to receive rental assistance through the proposer's program.
- Ensure each client has a current lease or tenancy agreement that lists the monthly rent required. The lease or tenancy agreement must be renewed every two years, at minimum, and must be held in the eligible person's name or his or her family member.
- Verify ownership of dwelling by landlord and monthly rent amount being charged.
- Provide each client with a housing agreement. The housing agreement shall specify, at minimum, the following: services offered by the program; client rights and responsibilities; resident rent payment (including amount and methodology); and any additional tenancy or program requirements.
- Require clients to contribute 30% of their adjusted monthly household income toward rent and utilities. (long-term rental assistance only)
- Verify each client's household income on a routine basis, semiannually at minimum. The verification process would include collection and review of income documentation.
- Conduct an initial housing inspection of all potential long-term rental assistance clients, prior to program enrollment, to verify residency and ensure appropriateness of housing unit.
- Ensure that housing units meet federal, state, and local Housing Quality Standards.
- Ensure that housing units meet New York City building and fire codes and have a current Certificate of Occupancy that is appropriate for the number of occupants residing in the dwelling.
- Assess the client's medical conditions and/or disabilities when determining appropriateness of living arrangements above the second floor to ensure suitability and appropriateness of domicile.
- Ensure that gross rents do not exceed current Fair Market Rent (FMR) values as published by the U.S. Department of Housing and Urban Development (HUD).
- Ensure that participation in shared housing arrangements is voluntary and not a requirement of the program.
- Establish policies and procedures to ensure that housing units and rent subsidies are in accordance with HUD and DOHMH regulations and guidelines, including, but not limited to, rental subsidy calculation, resident rent payment, eligibility verification (e.g., household income, HIV status, NYC residency) fair market rent, leases and occupancy agreements, shared housing arrangements, and housing quality standards.
- Ensure that all rental assistance payments are made directly to landlords on behalf of the client. Rental assistance payments must not be made directly to clients or any other person/entity other than the client's landlord or landlord's legal representative (e.g., management company).
- Conduct a minimum of one housing inspection annually at the home of each household receiving long-term rental assistance. These housing inspections are in addition to the initial housing inspection performed to determine program eligibility. Home visits should include an assessment of the household's living situation.

## Support Services

### Recruitment and Enrollment

The contractor would:

- Implement an effective outreach plan to recruit eligible clients for the program.

- Conduct outreach and information sessions, at least quarterly, to potential and existing referring agencies.
- Ensure that sobriety and/or clean time is not a prerequisite for program enrollment.
- Obtain documentation of the client’s HIV status, household income, and NYC residency upon program enrollment.
- Obtain documentation of the client’s eligibility (or lack thereof) for HASA services upon program enrollment. (long-term rental assistance only)
- Assess the eligible person’s eligibility for alternate rent subsidies (e.g., HASA, Section 8) and verify current enrollment in any other rental assistance program(s).
- Maintain a waiting list for potential future clients.

### Assessment, Reassessment, and Service Plan Development

The contractor would:

- Conduct an initial assessment of every client and each family member of their household at program enrollment. The assessment would verify eligibility for program services and identify potential health and support service needs of the client and family members of their household.
- Develop a housing-specific service plan jointly with each client and their family members, based on service needs identified in assessment, no later than 30 days after program enrollment and every 180 days thereafter.
- Conduct reassessments semiannually of every client enrolled in the program and each family member of their household. The reassessment should verify continual eligibility for program services and identify potential service needs of the client and family members of their household.
- In addition to the above, assessments and reassessments would:
  - Assess current enrollment in or eligibility for alternative rental assistance programs (e.g., HASA, Section 8) for each client and family member of their household.
  - Assess the client’s household income to ensure compliance with program eligibility and calculation of resident rent payment stipulated by HUD.
  - Assess the client’s capacity and readiness to transition to independent living without the provision of rental assistance through this program.

### Service Components

The contractor would:

- Directly provide housing-specific support services to enrolled clients and their families to assist them maintain permanent housing, remain connected to healthcare and support services, and achieve self-sufficiency. At minimum, services would consist of the following activities:
  - Advocacy
  - Apartment Inspection
  - Assessment/Reassessment
  - Case Conference
  - Rental Assistance Eligibility Verification
  - Service Plan Development/Update
- Based on assessments and reassessments, refer clients and family members of their household, as needed, to the following: primary medical care, entitlements/benefits, case management, mental health services, substance/alcohol abuse services, home care, food/nutrition services, financial management, vocational training, legal services, family-related services, and other necessary services to increase and/or maintain the capacity for independent living.

- Verify annually that each client receiving long-term rental assistance has consulted with a legal services provider within the preceding twelve months to assess his or her eligibility for HASA rental subsidies.
- Verify monthly that each client receiving housing assistance resides permanently at the housing unit for which a rental assistance payment is being made. Verification may be confirmed via client interviews (face-to-face or telephone), housing inspections, or case conference with service providers.
- Verify monthly that each client has paid his or her resident rent payment to his or her landlord or management company.
- Case conference, as needed, with client's primary case manager and/or other service providers to ensure coordination of services.
- Conduct home visits, as necessary, to verify habitability and address support service needs.
- Provide crisis intervention services and appropriately handle medical emergencies (e.g., during home visits).
- Utilize harm reduction strategies, when appropriate, to assist clients to reduce and/or eliminate the negative consequences of their substance and/or alcohol use.
- Utilize interventions, when appropriate, focusing on HIV prevention to educate HIV-positive individuals enrolled in the program on how to minimize HIV transmission to others and provide the skills to do so.
- Ensure that sobriety and/or clean time are not program requirements for ongoing services.
- Ensure that services are provided in a culturally and linguistically appropriate manner.

#### Graduation and Termination of Services

The contractor would:

- Develop and implement a protocol to semiannually assess a client's capacity and readiness for independent living without the provision of rental assistance through the proposed program.
- Develop and implement a policy on termination of services. The policy would consist of a formal process, including, but not limited to, notification in writing summarizing the reason(s) for termination and permitting the client to review and appeal the decision. The termination policy would also include referrals to similar programs to ensure continuity of services, if applicable.
- Provide all clients a copy of case closure and termination procedures at program enrollment and annually thereafter.

### **C. Agency Determination Regarding Performance-Based Payment Structures**

The assumptions regarding performance-based payment structure that will most likely assure that the selected proposer will perform the work under the contract awarded from this RFP in a manner that is cost-effective for the DOHMH and most likely to achieve the Agency's goals and objectives set forth above are:

The contractor will be expected to expend 95% of the amount earmarked for rent subsidies throughout the term of the contract. Failure to meet this 95% spending rate may result in liquidated damages.

In addition, the contractor will be expected to achieve:

- 95% of enrolled clients shall attend an HIV/AIDS primary care appointment every 180 days at minimum.
- 95% of enrolled clients shall have HIV-specific laboratory tests (i.e., HIV viral load, CD4 count) performed every 180 days at minimum.
- 100% of newly enrolled clients identified as unconnected to primary care (i.e., not received HIV/AIDS primary care within the past 180 days) shall be connected to HIV primary care within 90 days of program enrollment.
- 90% of estimated service targets shall be achieved on a quarterly basis.

The term “client” referenced above includes all HIV-positive family members residing with the program-enrolled client. Failure to meet the above outcome indicators may result in liquidated damages to be determined by DOHMH.

#### **D. Compliance with Local Law 34 of 2007**

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

#### **E. 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 complete the attached Bidders Certification of Compliance with the Iran Divestment Act, certifying 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 Attachment F for information on the Iran Divestment Act required for this solicitation and instructions on how to complete the required form and to <http://www.ogs.ny.gov/About/regs/ida.asp> for additional information concerning the list of entities.

## **F. 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 Attachment G, the Whistleblower Protection Expansion Act Rider, carefully.

## **G. 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 Attachment H, the subcontractor compliance notice as it relates to competitive solicitations.

## SECTION IV – FORMAT AND CONTENT OF THE PROPOSAL

**Proposal Submission Instructions:** Proposers should provide all information required in the format below. The proposal should be typed double-spaced on both sides of 8 ½" X 11" paper. Pages should be paginated. The proposal will be evaluated on the basis of its content, not length. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/cpg/products/printing.htm>). Failure to comply with any of these instructions will not make the proposal non-responsive.

### A. Proposal Format

#### 1. Proposal Cover Letter

The Proposal Cover Letter (*Attachment A*) transmits the proposer's Proposal Package to DOHMH. It should be completed, signed, and dated by an authorized representative of the proposer.

#### 2. Program Proposal

Responses to this section must be numbered, titled, and correspond to the proposal format outlined below. For example, when responding to the "Housing Services" section, the response in the proposal should be numbered and titled "#2 (d) (i): *Housing Services*."

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

##### a. Table of Contents

##### b. Experience

Describe the successful relevant experience of the proposer, each proposed subcontractor, if any, and the proposed key staff for developing and managing the proposed program as described in *Section III – Scope of Services* of this RFP. Specifically address the following:

- Demonstrate the proposer's successful experience providing support services to very low-income PLWHA who meet the criteria of the target populations (refer to Section II). Include the specific nature of those services, the number of years providing those services, and when and where they are/were provided.
- Demonstrate the proposer's successful experience managing a rental assistance program for very-low income PLWHA. Include what services are/were provided, number of clients served, the number of years providing those services, and when and where they are/were provided.
- Demonstrate the proposer's successful experience conducting housing inspections and demonstrated knowledge of local, state, and federal housing standards and policies. Include a description of type of housing inspections conducted, number of years conducting housing inspections, and when and where they are/were conducted.
- Demonstrate the proposer's successful experience collaborating with other HIV-specific rental assistance programs. Include the name and type of program(s), specific nature of the collaboration(s), and the number of years collaborating with

program(s), including date(s) of collaboration.

- Describe the qualifications and experience required of key program staff. For each key staff position, provide a description of the qualifications and experience that will be required.

**In addition:**

- Attach at least two (2) letters of references that can attest to the quality and quantity of the proposer's experience. The reference letters should include: the name of the reference entity; a brief statement describing the relationship between the proposer and reference entity; attestation of the quality and quantity of the proposer's experience, and contact info for reference entity (i.e., name, title, telephone number, and e-mail address).
- Briefly describe all relevant program evaluations conducted during the last two years. As a separate addendum to the application, provide copies of all relevant housing-specific program evaluations conducted during the last two years.
- Attach for each key staff positions a résumé and description of the qualifications that will be required.

**c. Organizational Capability**

Demonstrate the proposer's organizational (i.e., programmatic, managerial, and financial) capability to perform the services described in *Section III – Scope of Services*. Specifically address the following:

**i. Staffing and Training**

- Describe and demonstrate that the proposer has an appropriate staffing plan with sufficient staff with appropriate qualifications and training for the target populations and salaries commensurate with these qualifications.
- Describe and demonstrate that the proposer's staffing plan has bilingual staff and/or access to translation services for non-English speaking clients.
- Describe the proposer's training plan for new staff as well as the annual training plan for existing staff that includes, but is not limited to: HIV/AIDS; confidentiality; cultural and LGBT competency; crisis intervention; and harm reduction.

**ii. Administration**

- Describe the proposer's plan to conduct routine quality assurance reviews, quarterly at minimum, of all client records to ensure the appropriateness of services being provided and client needs are being met.
- Describe the proposer's plan to maintain individual files and records for each client enrolled in the program in accordance with local, state, and federal confidentiality and related health laws, including those pertaining to HIV/AIDS and health information (e.g., HIPAA, Article 27F), as well as client-specific documentation of rent subsidy payments.
- Describe the proposer's plan to establish policies and procedures to ensure that services, including disbursement of rental subsidies, are in accordance with HUD

and DOHMH regulations and guidelines.

### iii. Reporting Requirements

- Describe and demonstrate the proposer’s capacity to collect and report the following data and information to DOHMH on a monthly basis:
  - Expenditures;
  - Deliverables/Levels of Service;
  - Program Accomplishments and Outcomes;
  - Client-Specific Data (e.g., demographics, household composition, income sources and amounts, housing status, health indicators, other service providers, referrals, reasons for case closure);
  - Housing Placements and Length of Stay; and
  - Housing Inventory (e.g., address, housing type, housing unit size, lease dates, monthly rent, resident rent payment, residential days).

#### **In addition, attach:**

- A table listing all government contracts or subcontracts with contract/subcontract terms, total budget amounts (including a breakdown of annual maximum reimbursement rate), for which the proposer is now applying and/or for which it is currently funded to perform.
- A timeline for full implementation of services.
- An organizational chart showing where, and an explanation of how, the proposed services would fit into the proposer’s organization.
- A copy of the proposer’s latest financial audit or certified financial statement, along with the management letter, or a statement as to why no report or statement is available.

### d. Approach

Describe in detail how the proposer will provide the work described in *Section III – Scope of Services* of this RFP and demonstrate that the proposer’s proposed approach will fulfill the Agency’s goals and objectives. Specifically address the following:

#### **Describe and demonstrate the adequacy of the proposer’s:**

##### **i. Housing Services**

- Plan to disburse rental assistance payments (i.e., start-up, short-term, and long-term) to approximately 300 unduplicated households annually.
- Plan to ensure continuity of rental assistance to clients and their families who are currently served by the HOPWA-funded rental assistance program, including providing referrals and assistance to clients of the existing HOPWA-funded rental assistance program who do not wish to continue to receive rental assistance through the proposer’s program.

- Plan to ensure each client has a current lease or tenancy agreement.
- Plan to verify ownership of dwelling by landlord and monthly rent being charged.
- Plan to provide each client with a housing agreement as described in *Section III (B)*.
- Plan to require clients to contribute 30% of their adjusted monthly household income toward rent (long-term rental assistance only).
- Plan to verify each client's household monthly income.
- Plan to conduct initial housing inspection of all potential long-term rental assistance clients, prior to program enrollment, to verify residency and ensure appropriateness of housing unit.
- Plan to ensure that housing units meet federal, state, and local Housing Quality Standards as outlined in *Section II (A)*.
- Plan to ensure that housing units meet New York City building and fire codes and have a current Certificate of Occupancy that is appropriate for the number of occupants residing in the dwelling.
- Plan to assess the client's medical conditions and/or disabilities when determining appropriateness of living arrangements above the second floor to ensure suitability and appropriateness of domicile.
- Plan to ensure that gross rents do not exceed current Fair Market Rent (FMR) values published by HUD.
- Plan to ensure that participation in shared housing arrangements shall be voluntary and not a requirement of the program.
- Plan to establish policies and procedures to ensure that housing units and rent subsidies are in accordance with HUD and DOHMH regulations and guidelines.
- Plan to ensure that all rental assistance payments are made directly to landlords on behalf of the client.
- Plan to conduct a minimum of one housing inspection annually at the home of each household receiving long-term rental assistance.

**Describe and demonstrate the quality and effectiveness of the proposer's:**

**ii. Support Services**

Recruitment and Enrollment

- Plan to outreach and recruit eligible clients for the program.
- Plan to conduct outreach and information sessions, at least quarterly, to potential and existing referring agencies.
- Plan to ensure that sobriety and/or clean time is not a prerequisite for program enrollment.
- Plan to obtain documentation of the client's HIV status, household income, and NYC residency upon program enrollment.
- Plan to obtain documentation of the client's eligibility (or lack thereof) for HASA services upon program enrollment (long-term rental assistance only).
- Plan to assess the eligible person's eligibility for alternate rent subsidies (e.g., HASA) and verify current enrollment in any other rental assistance program(s).
- Plan to maintain a waiting list for potential and future clients.

### Assessment, Reassessment, and Service Plan Development

- Plan to conduct an initial assessment of every client and each family member of their household at program enrollment.
- Plan to develop a housing-specific service plan jointly with each client and their family members, based on service needs identified in assessment, no later than 30 days after program enrollment and every 180 days thereafter.
- Plan to conduct reassessments semiannually of every client enrolled in the program and each family member of their household.
- Plan to ensure assessments and reassessments:
  - Assess current enrollment in or eligibility for alternative rental assistance programs (e.g., HASA) for each client and family member of their household.
  - Assess the client's household income to ensure compliance with program eligibility and calculation of resident rent payment stipulated by HUD.
  - Assess the client's capacity and readiness to transition to independent living without the provision of rental assistance through this program.

### Service Components

- Plan to directly provide the services listed below, as defined in *Section II (A)*, to program-enrolled clients and their families to assist them maintain permanent housing, remain connected to healthcare and support services, and achieve self-sufficiency.
  - Advocacy
  - Apartment Inspection
  - Assessment/Reassessment
  - Case Conference
  - Rental Assistance Eligibility Verification
  - Service Plan Development/Update
- Plan to refer clients and family members of their household, as needed, to medical and support services to increase and/or maintain the capacity for independent living.
- Plan to verify annually that each client receiving long-term rental assistance has consulted with a legal services provider within the preceding twelve months to assess his or her eligibility for HASA rental subsidies.
- Plan to verify monthly that each client receiving housing assistance resides permanently at the housing unit for which a rental assistance payment is being made.
- Plan to verify monthly that each client has paid his or her resident rent payment to his or her landlord or management company.
- Plan to case conference, as needed, with client's primary case manager and/or other service providers to ensure coordination of services.
- Plan to conduct home visits, as necessary, to verify habitability and address support service needs.
- Plan to provide crisis intervention services and appropriately handle medical emergencies (e.g., during home visits).
- Plan to utilize harm reduction strategies, when appropriate, to assist clients to reduce and/or eliminate the negative consequences of their substance and/or alcohol use.
- Plan to utilize interventions, when appropriate, focusing on HIV prevention to

educate HIV-positive individuals enrolled in the program on how to minimize HIV transmission to others and provide the skills to do so.

- Plan to ensure that sobriety and/or clean time are not program requirements for ongoing services.
- Plan to ensure that services are provided in a culturally and linguistically appropriate manner.

#### Graduation and Termination of Services

- Plan to develop and implement a protocol to semiannually assess a client's capacity and readiness for independent living without the provision of rental assistance through the proposed program.
- Plan to develop and implement a policy on termination of services as described in *Section III (B)*.
- Provide all clients a copy of case closure and termination procedures at program enrollment and annually thereafter.

### **3. Price Proposal**

Proposers are encouraged to propose innovative payment structures. DOHMH reserves the right to select any payment structure that is in the City's best interest. For the purposes of comparison, proposers should submit a Price Proposal that meets the standards of sub-sections (3) (a), below.

#### **a. Proposed Pricing**

The Price Proposal should include *each* of the following for providing the "Scope of Services" described in *Section III* of this RFP:

- The proposed offering price for each of the budget components in a line item budget included in this RFP as *Attachment B*.
- Itemize the amount of start-up funds (i.e., non-recurring costs) for the first three months of the program, which may include, but are not limited to, furniture and other costs to be incurred by the provider to operationalize the program. The existing HOPWA-funded rental assistance program administered by DOHMH is not eligible for start-up funds.
- State the proposed **annual** operating and program service expenses for a **typical full year**, which shall not exceed the maximum available annual funding level specified in Section II. D. above.
- Complete the Price Proposal Summary Sheet to calculate the proposed two-year contract amount.

### **4. Acknowledgment of Addenda**

The Acknowledgment of Addenda form (*Attachment C*) serves as the proposer's acknowledgment of the receipt of addenda to this RFP, which may have been issued by DOHMH prior to the Proposal Due Date and Time, as set forth in *Section I (D)* above. The proposer should complete this form as instructed on the form.

## 5. Service and Administrative Site(s)

The Service and Administrative Site(s) form (*Attachment D*) requires the proposer to list all program and administrative site(s). The program site(s) are where proposed services will be rendered to eligible persons and their families.

## B. Proposal Package Contents (“Checklist”)

The Proposal Package should contain the following materials. ***Proposers should utilize this section as a “checklist” to assure completeness prior to submitting their proposal to DOHMH.***

1. A sealed inner envelope labeled “Minimum Qualification Requirement” containing one (1) set of documents that demonstrate the Proposer’s compliance with the Minimum Qualification Requirement in Section II.F.
2. A sealed inner envelope containing **one original set and three (3) duplicates** of the documents listed below in the following order:
  - Proposal Cover Letter Form (*Attachment A*)
  - Program Proposal
    - Narrative
    - References for the Proposer and, if applicable, for each Sub-Contractor
    - Resumes and/or Description of Qualifications for Key Staff Positions
    - Program Evaluations
    - Organizational Chart
    - Financial Audit Report or Certified Financial Statement and Management Letter (If no report or statement is available, submit a statement, signed by an authorized representative of the corporation, as to why no report, statement, or management letter is available.)
  - Acknowledgment of Addenda Form (*Attachment C*)
  - Service and Administrative Site(s) (*Attachment D*)
3. A separate sealed inner envelope labeled “Price Proposal” containing one original set and three duplicate sets of the Price Proposal.
  - Price Proposal Form (*Attachment B*)
4. A third sealed inner envelope labeled "Doing Business Data Form and Iran Contractor Compliance Form" containing:
  - An original, completed Doing Business Data Form (*Attachment E*)
  - An original, signed and notarized Iran Contractor Compliance Form (*Attachment F*)
5. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:
  - The proposer’s name and address, the Title and PIN of this RFP, proposed target population, and the name and telephone number of the Proposer’s Contact Person.
  - The name, title, and address of the Authorized Agency Contact Person.

## **SECTION V – PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

### **A. Evaluation Procedures**

All proposals accepted by the Agency will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by the Agency to be non-responsive will be rejected. The Agency’s Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. The Agency reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Agency deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, the Agency reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the proposer’s initial proposal should contain its best programmatic and price terms, except as noted in the pricing guidelines.

### **B. Evaluation Criteria**

- |  |     |
|--|-----|
| ▪ Demonstrated quantity and quality of successful relevant experience. | 50% |
| ▪ Demonstrated level of organizational capability.                     | 10% |
| ▪ Quality of proposed approach.  | 40% |

### **C. Basis for Contract Award**

A contract award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration the price, proposed approach, and such other factors or criteria which are set forth in the RFP. Award will be made to the highest technically rated vendor that offers a price at or below the maximum available annual funding set forth in Section II.D. of this RFP. Contract award shall be subject to the timely completion of contract negotiations between the Agency and the selected proposer, as well as a determination of both vendor responsibility and administrative capability.

## SECTION VI - GENERAL INFORMATION TO PROPOSERS

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

**B. Applicable Laws.** This Request for Proposals and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

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

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

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

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

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

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

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

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

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

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

Message from the New York City Vendor Enrollment Center

**Get on mailing lists for New York City contract opportunities!**  
Submit a NYC-FMS Vendor Application - Call 212/857-1680

*Message from New York City's Department of Small Business Services*

**The Department of Small Business Services (SBS) offers One-on-One Technical Assistance to businesses that are interested in bidding on City contracts for the following goods and services: construction, construction related, standardized and architectural and engineering. If you plan on bidding on this or any other City contract, contact SBS to schedule an appointment. The Department of Small Business Services will meet with you to review your particular proposal or submission, and provide feedback and guidance to help you submit the best proposal possible.**

**To schedule One-on-One Technical Assistance, email [techassist@sbs.nyc.gov](mailto:techassist@sbs.nyc.gov) and an SBS representative will contact you.**

# ATTACHMENT A

## Proposal Cover Letter HOPWA Rental Assistance PIN #: 13AE000500R0X00

### Proposer:

Program Name: \_\_\_\_\_

Program Address: \_\_\_\_\_

Tax Identification #: \_\_\_\_\_

### Proposer's Contact Person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Proposer's Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the City in the instructions to this solicitation?

Yes  No

**ATTACHMENT B**

**Price Proposal Forms  
HOPWA Rental Assistance  
PIN 13AE000500R0X00**

**Proposers are directed to complete the attached budget forms, then complete this summary price sheet:**

**Total Proposed Cost for Year 1** \$ \_\_\_\_\_  
(A)

**Total Proposed Cost for 2-Year Contract Term** \$ \_\_\_\_\_  
(A) X 2

# ATTACHMENT C

## Acknowledgement of Addenda HOPWA Rental Assistance PIN #: 13AE000500R0X00

COMPLETE EITHER PART I OR PART II, WHICHEVER IS APPLICABLE, AND COMPLETE AND SIGN PART III.

### PART I.

LISTED BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP:

ADDENDUM # 1, DATED \_\_\_\_\_, 20\_\_\_\_

ADDENDUM # 2, DATED \_\_\_\_\_, 20\_\_\_\_

ADDENDUM # 3, DATED \_\_\_\_\_, 20\_\_\_\_

ADDENDUM # 4, DATED \_\_\_\_\_, 20\_\_\_\_

ADDENDUM # 5, DATED \_\_\_\_\_, 20\_\_\_\_

### PART II.

\_\_\_\_\_ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

### PART III.

ORGANIZATION \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

(Authorized Contact Person)

DATE \_\_\_\_\_

## ATTACHMENT D

**Service and Administrative Site(s)  
HOPWA Rental Assistance  
PIN #: 13AE000500R0X00**

**Proposer:**

Organization Name: \_\_\_\_\_

Program Address: \_\_\_\_\_

Tax Identification #: \_\_\_\_\_

**Service site(s) of proposed Rental Assistance program:**

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Address 3: \_\_\_\_\_

Address 4: \_\_\_\_\_

Check here if more than four service sites

**Agency administrative site(s):**

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Check here if more than two administrative sites

**Proposer's Authorized Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT E**

**Doing Business Data Form  
HOPWA Rental Assistance  
PIN #: 13AE000500R0X00**



# Doing Business Data Form

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

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

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

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

## Section 1: Entity Information

Entity Name: \_\_\_\_\_

Entity EIN/TIN: \_\_\_\_\_

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

Entity is a Non-Profit:       Yes       No

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail: \_\_\_\_\_

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

**Section 2: Principal Officers**

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

**Chief Executive Officer (CEO) or equivalent officer**

This position does not exist

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

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

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

Home Address: \_\_\_\_\_

This person replaced former CEO: \_\_\_\_\_ on date: \_\_\_\_\_

**Chief Financial Officer (CFO) or equivalent officer**

This position does not exist

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

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office \_\_\_\_\_ Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

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

Home Address: \_\_\_\_\_

This person replaced former CFO: \_\_\_\_\_ on date: \_\_\_\_\_

**Chief Operating Officer (COO) or equivalent officer**

This position does not exist

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

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_

Office Title: \_\_\_\_\_

Employer (if not employed by entity): \_\_\_\_\_

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

Home Address: \_\_\_\_\_

This person replaced former COO: \_\_\_\_\_ on date: \_\_\_\_\_

**Section 3: Principal Owners**

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

**There are no owners listed because (select one):**

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

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

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_  
 Office \_\_\_\_\_ Title: \_\_\_\_\_  
 Employer \_\_\_\_\_ (if not employed by \_\_\_\_\_ entity):  
 Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
 Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_  
 Office \_\_\_\_\_ Title: \_\_\_\_\_  
 Employer \_\_\_\_\_ (if not employed by \_\_\_\_\_ entity):  
 Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
 Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_  
 Office \_\_\_\_\_ Title: \_\_\_\_\_  
 Employer \_\_\_\_\_ (if not employed by \_\_\_\_\_ entity):  
 Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
 Home Address: \_\_\_\_\_

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

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

**Section 4: Senior Managers**

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

**Senior Managers:**

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_  
Office \_\_\_\_\_ Title: \_\_\_\_\_  
Employer \_\_\_\_\_ (if \_\_\_\_\_ not \_\_\_\_\_ employed \_\_\_\_\_ by \_\_\_\_\_ entity):  
Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_  
Office \_\_\_\_\_ Title: \_\_\_\_\_  
Employer \_\_\_\_\_ (if \_\_\_\_\_ not \_\_\_\_\_ employed \_\_\_\_\_ by \_\_\_\_\_ entity):  
Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
Home Address: \_\_\_\_\_

First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last: \_\_\_\_\_  
Office \_\_\_\_\_ Title: \_\_\_\_\_  
Employer \_\_\_\_\_ (if \_\_\_\_\_ not \_\_\_\_\_ employed \_\_\_\_\_ by \_\_\_\_\_ entity):  
Birth Date (mm/dd/yy): \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
Home \_\_\_\_\_ Address: \_\_\_\_\_

**Remove the following previously-reported Senior Managers:**

Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Removal Date: \_\_\_\_\_

**Certification**

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

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Work Phone #: \_\_\_\_\_



**ATTACHMENT F  
IRAN CONTRACTOR COMPLIANCE FORM  
PIN #: 13AE000500R0X00**

**Iran Contractor Divestment Rider**

**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.**

**[NO FURTHER TEXT ON THIS PAGE]**

**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

**ATTACHMENT G**  
**WHISTLEBLOWER PROTECTION NOTICE**  
**PIN #: 13AE000500R0X00**

**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.

## **NOTICE TO BIDDERS, PROPOSERS, CONTRACTORS, AND RENEWAL CONTRACTORS**

This contract includes a provision concerning the protection of employees for whistleblowing activity, pursuant to New York City Local Law Nos. 30-2012 and 33-2012, effective October 18, 2012 and September 18, 2012, respectively. The provisions apply to contracts with a value in excess of \$100,000.

Local Law No. 33-2012, the Whistleblower Protection Expansion Act (“WPEA”), prohibits a contractor or its subcontractor from taking an adverse personnel action against an employee or officer for whistleblower activity in connection with a City contract; requires that certain City contracts include a provision to that effect; and provides that a contractor or subcontractor may be subject to penalties and injunctive relief if a court finds that it retaliated in violation of the WPEA. The WPEA is codified at Section 12-113 of the New York City Administrative Code.

Local Law No. 30-2012 requires a contractor to prominently post information explaining how its employees can report allegations of fraud, false claims, criminality, or corruption in connection with a City contract to City officials and the rights and remedies afforded to employees for whistleblowing activity. Local Law No. 30-2012 is codified at Section 6-132 of the New York City Administrative Code.

Local Law 30-2012

By Council Members Garodnick, Barron, Brewer, Chin, Dromm, Ferreras, Fidler, Gennaro, Gentile, Jackson, James, Koppell, Lander, Mark-Viverito, Mealy, Mendez, Palma, Rose, Seabrook, Vann, Williams, Nelson, Foster, Van Bramer, Halloran and Koo

A Local Law to amend the administrative code of the city of New York, in relation to requiring city contractors and subcontractors to post information concerning their employees' reporting of fraud, false claims, criminality or corruption and their whistleblower protection rights.

Be it enacted by the Council as follows:

Section 1. Title 6 of the administrative code of the city of New York is amended by adding a new section 6-132 to read as follows:

§6-132. Posting of notice of whistleblower protection rights.

a. Definitions. For the purposes of this section, the following terms shall have the following meanings:

(1) "Contract" shall mean any written agreement, purchase order or instrument valued in excess of one hundred thousand dollars or more pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a contractor and a subcontractor.

(2) "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

(3) "Contractor" shall mean a person or business entity who is a party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "subcontractor" shall mean a person or entity who is a party to a contract with a contractor valued in excess of one hundred thousand dollars.

b. Posting of information about reporting fraud, false claims, criminality or corruption. Every contractor or subcontractor having a contract valued in excess of one hundred thousand dollars or more shall post a notice, in a prominent and accessible place on any site where work pursuant to such contract or subcontract is performed, containing information about

(1) 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 such contract or subcontract, and

(2) the rights and remedies afforded to its employees under sections 7-805 and 12-113 of the administrative code for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with such contract or subcontract.

c. Contract provisions. Every city contract or subcontract valued in excess of one hundred thousand dollars shall contain a provision detailing the requirements of this section. If a contracting agency determines that there has been a violation of this section, it shall take such action it deems appropriate consistent with the remedies available under the contract or subcontract.

d. Nothing in this section shall be construed to limit an agency's authority to cancel or terminate a contract, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity pre-qualification, or otherwise deny a contractor city business.

§2. This local law shall take effect 120 days after its enactment into law and shall apply to contracts and subcontracts for which bids or proposals are first solicited after such effective date; provided, however, that the commissioner of investigation and the city's chief procurement officer shall take such measures as are necessary for its implementation, including the promulgation of rules, prior to such effective date.

Local Law 33-2012

By Council Members Garodnick, Halloran, Dromm, Barron, Brewer, Ferreras, Fidler, Gentile, Jackson, James, Koo, Koppell, Lander, Levin, Mark-Viverito, Palma, Rose, Sanders Jr., Seabrook, Van Bramer, Vann, Williams, Rivera, Rodriguez, Foster, Chin, Mealy, Gennaro and Ulrich

A Local Law to amend the administrative code of the city of New York, in relation to extending whistleblower protection for officers and employees of city contractors and subcontractors.

Be it enacted by the Council as follows:

Section 1. This bill shall be known and may be cited as the "Whistleblower Protection Expansion Act."

§ 2. Section 12-113 of the administrative code of the city of New York, as amended by local law number 10 for the year 2003, paragraphs 4, 5 and 6 of subdivision a and paragraph 3 of subdivision b as added by local law number 25 for the year 2007, and subdivision f as amended by local law number 25 for the year 2007, is amended to read as follows:

§ 12-113 Protection of sources of information. a. Definitions. For purposes of this section:

1. "Adverse personnel action" shall include dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space or 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.

2. "Remedial action" means an appropriate action to restore the officer or employee to his or her former status, which may include one or more of the following:

(i) reinstatement of the officer or employee to a position the same as or comparable to the position the officer or employee held or would have held if not for the adverse personnel action, or, as appropriate, to an equivalent position;

(ii) reinstatement of full seniority rights;

(iii) payment of lost compensation; and

(iv) other measures necessary to address the effects of the adverse personnel action.

3. "Commissioner" shall mean the commissioner of investigation.

4. "Child" shall mean any person under the age of nineteen, or any person ages nineteen through twenty-one if such person receives instruction pursuant to an individualized education plan.

5. "Educational welfare" shall mean any aspect of a child's education or educational environment that significantly impacts upon such child's ability to receive appropriate instruction, as mandated by any relevant law, rule, regulation or sound educational practice.

6. "Superior officer" shall mean an agency head, deputy agency head or other person designated by the head of the agency to receive a report pursuant to this section, who is employed in the agency in which the conduct described in such report occurred.

7. "Contract" shall mean any written agreement, purchase order or instrument having a value in excess of one hundred thousand dollars pursuant to which a contracting agency is committed to expend or does expend funds in return for work, labor, services, supplies, equipment, materials, or any combination of the foregoing, and shall include a subcontract between a covered contractor and a covered subcontractor. Such term shall not include contracts or subcontracts resulting from emergency procurements or that are government-to-government procurements.

8. "Contracting agency" shall mean a city, county, borough, or other office, position, administration, department, division, bureau, board or commission, or a corporation, institution or agency of government, the expenses of which are paid in whole or in part from the city treasury.

9. "Covered contractor" shall mean a person or business entity who is a party or a proposed party to a contract with a contracting agency valued in excess of one hundred thousand dollars, and "covered subcontractor" shall mean a person or entity who is a party or a proposed party to a contract with a covered contractor valued in excess of one hundred thousand dollars.

10. "Officers or employees of an agency of the city" shall be deemed to include officers or employees of local development corporations or other not-for-profit corporations that are parties to contracts with contracting agencies and the governing boards of which include city officials acting in their official capacity or appointees of city officials. Such officers and employees shall not be deemed to be officers or employees of a covered contractor or covered subcontractor.

b. 1. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, or (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner. For purposes of this subdivision, an agency of the city shall be deemed to include, but not be limited to, an agency the head or members of which are appointed by one or more city officers, and the offices of elected city officers.

2. No officer or employee of a covered contractor or covered subcontractor shall take an adverse personnel action with respect to another officer or employee of such contractor or subcontractor 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 of such contractor or subcontractor, which concerns a contract with a contracting agency, (i) to the commissioner, (ii) to a council member, the public advocate or the comptroller, who shall refer such report to the commissioner, or (iii) to the city chief procurement officer, agency chief contracting officer, or agency head or commissioner of the contracting agency, who shall refer such report to the commissioner.

3. Every contract or subcontract in excess of one hundred thousand dollars shall contain a provision detailing the provisions of paragraph two of this subdivision and of paragraph two of subdivision e of this section.

[2.] 4. Upon request, the commissioner, council member, public advocate or comptroller receiving the report of alleged adverse personnel action shall make reasonable efforts to protect the anonymity and confidentiality of the officer or employee making such report.

[3.] 5. No officer or employee of an agency of the city shall take an adverse personnel action with respect to another officer or employee in retaliation for his or her making a report of information concerning conduct which he or she knows or reasonably believes to present a substantial and specific risk of harm to the health, safety or educational welfare of a child by another city officer or employee, which concerns his or her office or employment, or by persons dealing with the city, which concerns their dealings with the city, (i) to the commissioner, (ii) to a council member, the public advocate, the comptroller or the mayor, or (iii) to any superior officer.

c. An officer or employee (i) of an agency of the city, or (ii) of a public agency or public entity subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter who believes that another officer or employee has taken an adverse personnel action in violation of subdivision b of this section may report such action to the commissioner.

d. 1. Upon receipt of a report made pursuant to subdivision c of this section, the commissioner shall conduct an inquiry to determine whether retaliatory adverse personnel action has been taken.

2. Within fifteen days after receipt of an allegation pursuant to subdivision c of this section of a prohibited adverse personnel action, the commissioner shall provide written notice to the officer or employee making the allegation that the allegation has been received by the commissioner. Such notice

shall include the name of the person in the department of investigation who shall serve as a contact with the officer or employee making the allegation.

3. Upon the completion of an investigation initiated under subdivision c of this section, the commissioner shall provide a written statement of the final determination to the officer or employee who complained of the retaliatory adverse personnel action. The statement shall include the commissioner's recommendations, if any, for remedial action, or shall state the commissioner has determined to dismiss the complaint and terminate the investigation.

e. 1. Upon a determination that a retaliatory adverse personnel action has been taken with respect to an officer or employee of an agency of the city in violation of paragraph one or five of subdivision b of this section, the commissioner shall without undue delay report his or her findings and, if appropriate, recommendations to the head of the appropriate agency or entity, who (i) shall determine whether to take remedial action and (ii) shall report such determination to the commissioner in writing. Upon a determination that the agency or entity head has failed to take appropriate remedial action, the commissioner shall consult with the agency or entity head and afford the agency or entity head reasonable opportunity to take such action. If such action is not taken, the commissioner shall report his or her findings and the response of the agency or entity head (i) if the complainant was employed by an agency the head or members of which are appointed by the mayor, to the mayor, (ii) if the complainant was employed by a non-mayoral agency of the city, to the city officer or officers who appointed the agency head, or (iii) if the complainant was employed by a public agency or other public entity not covered by the preceding categories but subject to the jurisdiction of the commissioner pursuant to chapter thirty-four of the charter, to the officer or officers who appointed the head of the public agency or public entity, who shall take such action as is deemed appropriate.

2. Any officer or employee of a covered contractor or covered subcontractor who believes that he or she has been the subject of an adverse personnel action in violation of paragraph two of subdivision b shall be entitled to bring a cause of action against such covered contractor or covered subcontractor to recover all relief necessary to make him or her whole. Such relief may include but shall not be 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 attorneys' fees. An officer or employee described in this paragraph may bring an action in any court of competent jurisdiction for such relief. An officer or employee who brings a cause of action pursuant to this paragraph shall notify the agency chief contracting officer or agency head or commissioner of the contracting agency of such action; provided, however, that failure to provide such notice shall not be a jurisdictional defect, and shall not be a defense to an action brought pursuant to this paragraph. This paragraph shall not be deemed to create a right of action against the city, any public agency or other public entity, or local development corporations or not-for-profit corporations the governing boards of which include city officials acting in their official capacity or appointees of city officials, nor shall any such public agency, entity or corporation be made a party to an action brought pursuant to this subdivision.

f. Nothing in this section shall be construed to limit the rights of any officer or employee with regard to any administrative procedure or judicial review, nor shall anything in this section be construed to diminish or impair the rights of a public employee or employer under any law, rule, regulation or collective bargaining agreement or to prohibit any personnel action which otherwise would have been taken regardless of any report of information made pursuant to this section.

g. Violation of this section may constitute cause for administrative penalties.

h. The commissioner shall conduct ongoing public education efforts as necessary to inform employees and officers of covered agencies and contractors of their rights and responsibilities under this section.

i. Not later than October thirty-first of each year, the commissioner shall prepare and forward to the mayor and the council a report on the complaints governed by this section during the preceding fiscal year. The report shall include, but not be limited to, the number of complaints received pursuant to this section, and the disposition of such complaints.

§ 3. This local law shall take effect ninety days after its enactment into law; provided, however, that the provisions of this local law shall apply only to contracts or subcontracts solicited or renewed on or after such effective date.

**New York City Administrative Code section 7-805  
Remedies of employees.**

a. (1) Any officer or employee of the city of New York who believes that he or she has been the subject of an adverse personnel action, as such term is defined in paragraph one of subdivision a of section 12-113 of the administrative code of the city of New York; or

(2) any officer or employee of the city or state of New York, who believes that he or she has been the subject of a retaliatory action, as defined by section seventy-five-b of the civil service law; or

(3) any non-public employee who believes that he or she has been the subject of a retaliatory action by his or her employer, as defined by section seven hundred forty of the labor law because of lawful acts of such employee in furtherance of a civil enforcement action brought under this section, including the investigation, initiation, testimony, or assistance in connection with, a civil enforcement action commenced or to be commenced under this section, shall be entitled to all relief necessary to make the employee whole. Such relief shall include but not be limited to: (i) an injunction to restrain continued discrimination, (ii) reinstatement to the position such employee would have had but for the discrimination 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 discrimination, including litigation costs and reasonable attorneys' fees.

b. An employee described in subdivision a of this section may bring an action in any court of competent jurisdiction for the relief provided in this section.

**ATTACHMENT H**  
**SUB-CONTRACTING COMPLIANCE NOTICE**  
**PIN #: 13AE000500R0X00**

**NOTICE TO BIDDERS**

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](http://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](mailto: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.