



# Criminal Justice Investment Initiative

Request for Proposals for  
Training and Technical Assistance Consulting  
No. 27  
Rolling Review | Expires 12/31/2023

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# I. Cover Sheet for Training and Technical Assistance Consulting

## A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to identify experts to join a Consortium that provides training and technical assistance (TTA) to grantees under the New York County District Attorney’s Office (DANY) Criminal Justice Investment Initiative (CJII). ISLG seeks expertise in TTA delivery across 3 broad areas (competition pools within the Consortium) – **(i) strategic support, (ii) operations management, and (iii) programmatic support**. TTA experts, including but not limited to nonprofit and/or for-profit organizations, individual consultants, and institutions of higher education, are invited to apply for this RFP. This RFP will remain open until December 2023 and proposals will be reviewed on a rolling basis, approximately quarterly (at ISLG’s discretion). The deadline to be considered in the first round of review for this RFP is Monday, May 23, 2022. More detail on the RFP’s timeline is outlined in *Section I.D. Timeline and Submission Instructions*. More detail on TTA needs across the three Competition Pools is outlined in *Section III.B Areas of Training and Technical Assistance Expertise*. Asset forfeiture funds (i.e., the source of CJII funding) cannot be used to fund government staff salaries.

**Current members of the CJII TTA Consortium should not submit a proposal in response to this solicitation.<sup>1</sup>**

## B. Competition Pools and Contracting Process

ISLG is seeking applicants with TTA expertise across a broad range of areas to join three (3) existing competition pools. Applicants may apply for consideration under each pool, as relevant to their expertise. Example areas of support for each pool are provided in *Section III.B Areas of Training and Technical Assistance Expertise*. Applicants seeking to apply for consideration under multiple pools should submit one (1) proposal, with separate “Proposed TTA Approach Narrative” sections for each competition pool they are applying to join, as detailed in *Section V. Proposal Content and Format*. ISLG reserves the right, based on the criteria detailed in this RFP, to determine how many and for which areas of TTA contracts will be awarded.

Applicants selected to be a part of one or more competition pool(s) under this RFP are not offered or guaranteed any projects or minimum base payments under their contract. Rather, specific work assignments will be awarded through Task Orders.

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<sup>1</sup> Organizations that are already part of the CJII TTA Consortium should **not** submit a proposal under this solicitation, unless their organization is changing its corporate structure. For example, any members that joined the Consortium while fiscally sponsored and later become independent nonprofits will need to reapply upon becoming an independent nonprofit. The reapplication process and form will be streamlined for these members. Please contact [cjii@islg.cuny.edu](mailto:cjii@islg.cuny.edu) for more information. Current Consortium members include: Association to Benefit Children, Beam Center, Bennett Midland, Center for Court Innovation, Center for Employment Opportunities, Childmind Institute, College & Community Fellowship, Community Connections for Youth, Community Resource Exchange, Educational Alliance, Elizabeth Elston Consulting, exalt Youth, Exodus Transitional Community, Graham Windham, Health Management Associates, ideas42, Institute for Justice and Opportunity, JFC Consult, Legal Action Center, Living Redemption Youth Opportunity Hub, MindOpen Learning Strategies, New York Committee for Occupational Safety and Health, New York Council of Nonprofits, Nonprofit Finance Fund, Public Works Partners, Sanctuary for Families, The Door-A Center of Alternatives, The Eagle Academy Foundation, The Joe Torre Safe at Home Foundation, The New School Institute for Transformative Mentoring, The New York Center for Children, The Osborne Association, The Urban Institute, University Settlement, Vibrant Emotional Health, Workforce Professionals Training Institute, and Yates Advisory.

ISLG will issue Requests for Work Proposals (RFPs) to the relevant competition pool(s), as TTA needs arise among its grantee community and throughout the lifetime of CJII. Each RFP will set forth the scope of work and available budget. Applicants selected through this RFP to be contractors within one or more competition pool(s) shall submit proposals in response to RFPs. Proposals will be evaluated in accordance with criteria described in each RFP. RFPs will result in Task Orders with contractors to conduct the outlined scope of work. This process is detailed in *Section III.C Anticipated Contract Specifications*.

Applicants' proposed price and rates will be considered as part of the selection process for this RFP to be a part of the competition pools. Evaluation and selection criteria will be determined for each RFP.

### **C. Anticipated Contract Term and Funding Available**

It is anticipated that the term of contract(s) awarded under this RFP will be from as early as June 2022 to December 2023. ISLG reserves the right, prior to contract award, to determine the length of the initial contract term. Applicants that are selected under this RFP are advised that no minimum or maximum contract amount or payment is guaranteed.

### **D. Timeline and Submission Instructions**

Proposals for this RFP will be reviewed on a rolling basis until December 2023. Proposals will be reviewed at ISLG's discretion, approximately quarterly.

1. Release Date of RFP: Thursday, April 14, 2022
2. Questions: Questions and requests for clarification about this RFP may be submitted in writing on a rolling basis, by emailing [cjii@islg.cuny.edu](mailto:cjii@islg.cuny.edu) with the subject line, "TTA RFP No. 27: Question." Question responses will be posted on a rolling basis, at ISLG's discretion. The deadline to submit questions for ISLG's first round of proposal review is Friday, April 29, 2022 at 11:59 PM EST. Questions submitted after this date will be responded to on a rolling basis, based on the approximately quarterly review process.
3. Answers to all questions will be available as an addendum to this RFP, posted on a rolling basis, based on the approximately quarterly review process. Answers to questions submitted for the first round of review will be posted by 11:59 PM EST on Monday, May 9, 2022. It will be the responsibility of applicants to check the CJII website to remain up to date regarding all addenda issued for the current RFP. Any addenda will be posted here: <http://cjii.org/category/opportunities/>.
4. Proposal Due Date: Proposals may be submitted on a rolling basis between the release of this RFP and December 31, 2023. **The deadline to submit proposals for ISLG's first round of proposal review is Monday, May 23, 2022, at 11:59 PM EST.** Proposals should be submitted by email, to [cjii@islg.cuny.edu](mailto:cjii@islg.cuny.edu) with the subject line, "TTA RFP No. 27 Proposal: [Applicant Name]." Proposals submitted after this date will be reviewed on a rolling basis, based on the approximately quarterly review process.
5. Anticipated Contract Date: ISLG anticipates contracts starting as early as June 2022.

**E. Contact Information**

Any questions should be submitted in writing, by emailing [cjii@islg.cuny.edu](mailto:cjii@islg.cuny.edu).

## II. Key Terms

The following terms will be used throughout this RFP and are defined here:

**Criminal Justice Investment Initiative (CJII):** The New York County District Attorney’s Office established CJII in 2014 to invest funds<sup>2</sup> in impactful projects that will improve public safety and promote a fair and efficient criminal justice system.

**City University of New York (CUNY) Institute for State and Local Governance (ISLG):** ISLG manages and provides technical assistance to CJII contractors and conducts oversight and performance measurement throughout the lifetime of CJII.

**New York County District Attorney’s Office (DANY):** Manhattan District Attorney’s Office. DANY established the Criminal Justice Investment Initiative.

**The Research Foundation of the City University of New York (RFCUNY, or Research Foundation):** Under CJII, the Research Foundation of CUNY will administer all funds. The Research Foundation is a non-profit educational corporation that provides CUNY and non-CUNY clients with the administrative infrastructure to support sponsored program activities.

**TTA Consortium:** The Training and Technical Assistance (TTA) Consortium was established through two initial solicitations, released in 2018. It is made up of four (4) Competition Pools, organized by expertise: programmatic, operational, strategic, and peer. The peer pool is solely comprised of CJII grantees. External consultants are not eligible to apply to join this pool.

**Trauma:** Trauma results from an event, series of events, or set of circumstances experienced by an individual or group as physically or emotionally harmful or life threatening, and has lasting adverse effects on functioning and mental, physical, social, emotional, or spiritual well-being.<sup>3</sup>

**Trauma-Informed:** Organizations and practices that incorporate an understanding of the pervasiveness and impact of trauma and are designed to reduce re-traumatization, support healing and resiliency, and address the root causes of abuse and violence.<sup>4</sup>

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<sup>2</sup> These are asset forfeiture funds, derived from settlements with international banks that violated U.S. sanctions.

<sup>3</sup> Substance Abuse and Mental Health Services Administration. *SAMHSA’s Concept of Trauma and Guidance for a Trauma-Informed Approach*. HHS Publication No. (SMA) 14-4884. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014.

<sup>4</sup> National Center on Domestic Violence, Trauma, and Mental Health. (2013). *Thinking about trauma in the context of DV advocacy: An integrated approach*. Adapted from Harris and Fallot, 2001.

### III. Summary of the Request for Proposals

#### A. Purpose of the RFP

##### *Background on CJII*

In 2016, the Manhattan District Attorney's Office (DANY) committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Since CJII was established, 52 grantees have been selected to receive funding under this initiative, along with over 100 subcontractors. ISLG seeks experts to join an existing Consortium of TTA providers that deliver training and technical assistance to the CJII grantee community as part of a wider strategy to support grantees to enhance their capacity, increase collaboration, and position themselves for sustainability after CJII funding has ended.

The CJII grantee community represents a broad range of organizations, from small to large in personnel and budget, and from new nonprofits to long-standing organizations. CJII is committed to investing in programs that approach public safety as a continuum, including not only services for people who have been directly involved in the criminal legal system, but also those who have survived crime, experienced violence, and young people who may be at heightened risk of involvement in the criminal legal system. About 40% of CJII participants are under 18, 25% are between 19-24 years old, and approximately 35% are over 25 years old. About 40% have had prior involvement with the criminal or juvenile legal system. For more information about CJII and the grantees and programs selected under this initiative, please visit <https://islg.cuny.edu/case-study-cjii> and/or read the latest CJII [annual report](#).<sup>5</sup>

##### *Background on the TTA Initiative and Competition Pools*

In 2018, CJII grantees were invited by ISLG to identify opportunities for growth, enhancement, or improvement within their programs, through a self-assessment survey. Following this survey, DANY released three solicitations in 2018 and 2019 to identify experts to support the CJII grantee community in addressing areas where they expressed interest: a Request for Proposals for Training and Technical Assistance Consulting, which solicited external consultants, and two companion CJII Grantee Applications to Provide Peer-to-Peer Training and Technical Assistance. Selected providers formed four competition pools of the CJII TTA Consortium: a strategic, operational, programmatic, and peer pool. The competition pools respond to short solicitations, Requests for Work Proposals (RFPs), that outline scopes of work for individualized and/or group-based training and technical assistance projects.<sup>6</sup>

Since launching TTA delivery in late 2019, Consortium members have delivered 60+ workshops and 35+ individualized projects. These offerings have reached more than 600 individuals and brought together a diverse set of 80+ organizations. **At this time, ISLG is interested in identifying additional providers to join the strategic, operational, and programmatic pools.**

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<sup>5</sup> Reinvesting in Community: Criminal Justice Investment Initiative 2021 Annual Report, December 2021, <https://islg.cuny.edu/resources/reinvesting-in-community-criminal-justice-investment-initiative-2021-annual-report>.

<sup>6</sup> ISLG anticipates variation in award amounts across RFPs, depending on factors including, but not limited to, the estimated number of grantees requiring TTA support, the method of TTA delivery (e.g., one-to-one, group sessions), and the intensity and duration of the proposed TTA support.

A separate solicitation is open, in parallel, for additional CJII grantee providers to join the peer pool.

**Figure 1**



ISLG will manage the applicants selected under this RFP and provide oversight and guidance to them throughout the lifetime of the initiative. The Research Foundation will administer all funds.

The TTA initiative will be guided by the following principles:

1. Adopting a participatory approach to identifying and delivering TTA needs
2. Measuring the impact of the TTA investment over time
3. Fostering strong relationships with and between CJII grantees
4. Adopting a trauma-informed approach to all TTA offered
5. Centering principles and practices of diversity, equity, and inclusion in all TTA offered
6. Disseminating what we learn to CJII grantees and external partners

Experts provide TTA to CJII grantees in a few ways:

1. Facilitate cross-grantee group workshops/trainings
2. Provide individual grantee support
3. Facilitate peer-to-peer group learning exchanges

### **B. Areas of Training and Technical Assistance Expertise**

ISLG seeks a broad range of TTA expertise within strategic, operational, and programmatic areas. Below, example topics are provided to illustrate grantee needs. Applications are welcome from applicants with expertise within the areas listed below, as well as additional expertise in strategic, operational, and/or programmatic areas that are not specified below. More detail will be provided, in time, through individual RFWPs.

## **Strategic support**

For applicants seeking to participate in the strategic support TTA Competition Pool, ISLG seeks experts in areas such as:

1. **Diversity, Equity, and Inclusion: Supporting grantees to**
  - a. Assess organizational equity and diversity, equity, and inclusion policies
  - b. In line with best practices, develop diversity, equity, and inclusion policies and practices (e.g., supervision and management to support diversity, equity and inclusion, recruiting and hiring equitably, etc.)
  - c. Develop and implement a diversity, equity, and inclusion strategy and framework for evaluating these initiatives
  - d. Training for all staff in racial equity (e.g., social identities and intersectionality, frameworks for oppression and privilege, unconscious bias, etc.) and coaching for organizational leadership in equity, anti-racism, and inclusive leadership
2. **Governance: Supporting grantees to**
  - a. Develop a strategic plan
  - b. Examine and/or design an organizational structure
  - c. Develop a Board of Directors, including encouraging greater board engagement, diversity, leadership support, and financial contributions
3. **Leadership: Supporting grantees to enhance and/or develop**
  - a. Influence with key audiences
  - b. Succession planning, in the event of key leadership and management transition
4. **Partnerships: Supporting grantees to enhance**
  - a. Collaboration with key players, (e.g., policymakers, government agencies, peer organizations) in the fields and systems relevant for their work
5. **Fundraising: Supporting grantees to**
  - a. Map funders (e.g., government, philanthropy) and strengthen relationships with funders
  - b. Write successful grants
  - c. Develop and/or enhance fundraising expertise among relevant staff
  - d. Ensure fundraising goals are aligned with the organization's strategic priorities
6. **Communications: Supporting grantees to**
  - a. Design a communications strategy or enhance existing strategy
  - b. Design and/or enhance their website and/or social media presence
  - c. Develop communications expertise among relevant staff

## **Operations management**

For applicants seeking to participate in the operations management TTA Competition Pool, ISLG seeks experts in areas such as:

1. **Financial management: Supporting grantees to**
  - a. Design and/or revisit financial systems or controls governing their financial operations
  - b. Design and/or revisit financial reporting (e.g., balance sheet, income statements, expense reports, etc.)

- c. Develop and/or enhance organizational financial planning and budgeting (including regular actual-to-budget comparisons to avoid cash flow issues)
  - d. Develop and/or enhance audit procedures—including quality assurance/internal controls—and dissemination plans for relevant audiences
  - e. Develop and/or enhance staff expertise in financial management and accounting and financial principles
2. Monitoring performance: Supporting grantees to
    - a. Design and/or enhance data systems to track client involvement in programs, program completion, post-program outcomes, and follow-up to relevant services
    - b. Design and/or enhance a system for reviewing program performance data
  3. Human Resource development: Supporting grantees to
    - a. Develop human resource policies and procedures (e.g., recruitment and hiring, onboarding, staff performance appraisals, staff roles and responsibilities, staff development and retention, etc.) that align with and support strategic and programmatic goals
    - b. Develop and/or revisit compensation levels, including benefits
    - c. Develop and/or enhance a risk management system (e.g., staff training in safety and security practices, appropriate securing of client data, incident reports, etc.)
    - d. Develop and/or enhance tools and infrastructure for ongoing staff training in key areas
  4. Administration: Supporting grantees to
    - a. Design and/or enhance their organizational structure so that it reflects the goals of the organization and facilitates maximum effectiveness for all staff members

### **Programmatic support**

For applicants seeking to participate in the programmatic support TTA Competition Pool, ISLG seeks experts in areas such as:

1. Program design and fidelity: Supporting grantees to
  - a. Develop and/or revisit program logic models to ensure all services are well defined and fully aligned with program goals
  - b. Develop and/or revisit program materials and curricula that are responsive to client needs and are used in the delivery of services
  - c. Codify program materials and curricula for training and/or dissemination to peer organizations
  - d. Integrate diversity, equity, and inclusion into program design
2. Recruitment and intake: Supporting grantees to
  - a. Conduct effective outreach; including clearly defining target population(s) and designing a strategy for identifying, engaging, and screening clients; and, developing and/or enhancing outreach strategies for recruiting clients who meet program criteria
  - b. Design and/or enhance assessment processes
3. Engagement: Supporting grantees to
  - a. Develop and/or enhance trauma-informed policies and procedures, staff supervision to implement trauma-informed care, and trauma-informed program delivery

- b. Develop and/or enhance a strengths-based approach across programs and organizational practice
- c. Develop and/or enhance capacity to deliver culturally- and linguistically-appropriate, and population-specific services and capacity to make referrals when necessary to meet the specific needs of clients
- 4. Key Programmatic Skills: Supporting grantees to enhance staff skills in areas such as
  - a. Positive youth development
  - b. Strengths-based approaches to addressing behavioral health needs (e.g., motivational interviewing, mental health 101, harm reduction, crisis intervention and management, de-escalation and grounding)
  - c. Credible messenger and peer mentoring approaches
  - d. Group facilitation
  - e. Restorative and transformative justice
  - f. Alternatives to the criminal legal system and strategies for community safety
  - g. Anti-racism, inclusive practices, and anti-oppressive approaches
  - h. Workforce development and economic empowerment
  - i. Strategies for trauma healing, including resilience-focused approaches
  - j. Participatory program development

### **C. Anticipated Contract Specifications**

ISLG anticipates awarding multiple contracts for TTA under the three Competition Pools described in *Section III.B Areas of Training and Technical Assistance Expertise*. Contracts will be in substantially the same form as the template attached to this RFP as Appendix A.

Applicants selected under this RFP will be eligible to compete for Task Orders in the designated Competition Pools under which they were selected. As TTA needs arise, ISLG will issue Requests for Work Proposals (RFPs) to one or more competition pools, describing the scope of work needed. Contractors in that pool will be invited to submit a proposal. RFPs will be issued by email and contractors will submit their proposals by email. Contractors will have a minimum of ten business days to respond to RFPs.

ISLG anticipates evaluating proposals using the following criteria:

1. Quality of proposed TTA approach
2. Prior relevant TTA experience
3. Level of organizational capacity
4. Price proposal

ISLG anticipates that the contract term will not exceed 3 years. Awarded applicants will be required to provide ongoing performance data to ISLG.

ISLG anticipates that any agreement entered into as a result of this RFP will be with ISLG as the contracting party. ISLG will manage the initiative. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, ISLG reserves the right to enter into contract negotiations at a later date with other applicants who are available to fulfill the services specified in this RFP.

Applicants may apply for consideration under each competition pool and across a number of topics that fall within each pool, as demonstrated in the sample topics provided in *Section III.B Areas of Training and Technical Assistance Expertise*. Although partnerships and collaborations are welcome for RFWP proposals for specific work projects, only one organization should serve as the official applicant for this RFP to join the competition pool(s).

#### **D. Performance Measurement**

ISLG is committed to measuring outcomes for CJII initiatives and disseminating that information so that others may learn from and build on those outcomes. Details about metrics will be provided at the RFWP stage. Contractors selected from the RFWP stage will be required to provide ISLG with process information on a regular basis.

### **IV. Deliverables**

Contractors selected from the RFWP stage to deliver TTA will be required to submit regular deliverables and updates on TTA delivery throughout the duration of the term of any contract awarded from this RFP. Please note that the frequency and description of updates and deliverables will be detailed in each RFWP and resulting Task Order, and frequency and due dates are subject to negotiation.

### **V. Proposal Content and Format**

Applicants are asked to structure submissions in multiple parts, listed below. The proposal should be submitted as one PDF document, containing each of the parts. For proposals to join multiple competition pools, applicants should speak to their expertise in all pools to which they are applying across all of the proposal parts, as well as submit a “Proposed TTA Approach Narrative” for each competition pool for which they are applying.

#### **A. Cover Letter (1 page maximum)**

The cover letter should state the proposed type(s) of TTA and the specific competition pool(s) the applicant is applying to. The cover letter should be signed and dated by an authorized representative of the applicant.

#### **B. Proposed TTA Approach Narrative (35%) (2 page maximum, per competition pool)**

Applicants should describe how they approach delivering TTA in general, as well as for the relevant TTA services within each competition pool the applicant is applying to join. Example topics for each pool are outlined in *Section III.B Areas of Training and Technical Assistance Expertise*. In addition to specific approaches, applicants are invited to present frameworks and/or strategies for effective TTA that are most likely to achieve the goals of the CJII TTA initiative and the CJII grantees. Applicants should discuss the extent to which their TTA services and approaches are trauma-informed and center diversity, equity, and inclusion.

#### **C. Prior relevant TTA experience (35%) (2 page maximum)**

Applicants should describe their successful relevant experience and the proposed key staff and subcontractors (if any) to provide the work described in *Section III.B Areas of Training and Technical Assistance Expertise*. Applicants should specifically address or include the items listed below.

1. Explain how the applicant's current and/or previous work is relevant and how its knowledge and experience will be leveraged delivering the work described in *Section III.B Areas of Training and Technical Assistance Expertise*.
2. List key staff and the role(s) each will fill. What are the qualifications for staff in each role?
3. Specify examples of recent work relevant to the goals of this initiative. If applying to multiple competition pools, applicants should furnish examples of work relevant to each pool, as relevant.

**D. Level of organizational capacity (20%) (1 page maximum, excluding attachments)**

1. Indicate the length of time the applicant has a) been in operation and b) provided services relevant to this RFP.
2. Indicate the number of clients that the applicant and any subcontractors (if applicable) have served for similar or comparable services in the previous calendar year, with a brief description of the services provided.
3. Describe other relevant resources available that may be drawn upon in providing the services relevant to this RFP.
4. Attach a copy of the applicant's latest audit report or certified financial statement, or a statement as to why no report or statement is available.
5. Attach resumes of the key staff who will be providing the work.

**E. Price Proposal Narrative (10%) (2 page maximum)**

Applicants should submit a price proposal and narrative that includes the following:

1. Detail the hourly rates of key staff titles anticipated to provide services described in *Section III.B Areas of Training and Technical Assistance Expertise*. Price proposals should include OTPS costs, such as anticipated travel, fringe, and other expenses, listed separately from personnel costs.
2. Provide a description of any additional expenses included in their hourly rates.
3. This solicitation does not specify a maximum allowable rate or maximum amount for administrative or indirect expenses, but the preferred rate is 17% or below. The applicant should provide details on how indirect costs are determined and justification for any rate(s) requested, and consider that contract awards will be made to the applicants whose proposals are determined to be the most advantageous by the evaluation team, taking into consideration the price and such other factors and criteria as are set forth in the RFP (see *Section VI.B Evaluation Criteria*). If the applicant has a fiscal sponsor, any fees charged by the sponsor should be included and clearly labeled in the budget. Applicant should also indicate whether they have a federally approved indirect cost rate and what that rate is.
4. Task Order payments will generally be deliverables based, based on established hourly rates and/or an agreed-upon amount per Task Order.

#### **F. Fiscal Sponsorship Documentation (if applicable)**

A non-profit without 501(c)3 status may apply but is required to have a fiscal sponsor in place upon proposal submission; the fiscal sponsor should serve as the applicant. In such instances, applicants should state the name of the fiscal sponsor; outline the responsibilities of the fiscal sponsor; and outline their obligations to the fiscal sponsor. Applicants should also submit any fiscal sponsorship agreement.

#### **G. Proposal Formatting and Length Requirements**

Applicants should adhere to the following formatting requirements:

- All submissions should be single-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins.
- Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
- Pages should be paginated.
- Length restrictions:
  - The Cover Letter should not exceed 1 page.
  - The Proposed TTA Approach Narrative should not exceed 2 pages per competition pool the applicant is applying to join, including any tables and charts. Only the first 2 pages of the Narrative, for each competition pool, will be read and scored by the evaluation team.
  - The Experience section should not exceed 2 pages, excluding resumes of key staff. Only the first 2 pages will be read and scored by the evaluation team.
  - The Organizational Capacity section should not exceed 1 page, excluding audit report/certified financial statement. Only the first page will be read and scored by the evaluation team.
  - The Price Proposal Narrative section should not exceed 2 pages, excluding charts or tables. Only the first two pages will be read and scored by the evaluation team.
  - Other sections of the submission are not restricted by length.
- Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating proposals.

## **VI. Proposal Evaluation and Contract Award**

#### **A. Evaluation Procedures**

Proposals for this RFP will be reviewed on a rolling basis until December 2023. Proposals will be reviewed at ISLG's discretion, approximately quarterly.

All proposals will first be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined to be non-responsive will be rejected. An evaluation team, selected by ISLG, will evaluate and rate proposals based on the evaluation criteria described below, and make award recommendations. ISLG reserves the right to conduct site visits and/or interviews, and/or to request that applicants make presentations and/or demonstrations, and/or to request that applicants provide additional materials/documentation as they deem applicable and appropriate. Although discussions may be conducted with applicants

submitting acceptable proposals, ISLG reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the applicant's initial proposal should contain its best technical and price terms. ISLG will make all funding decisions. ISLG reserves the right to select and fund zero, one, or multiple applicants, based on the proposals received in response to this RFP.

### **B. Evaluation Criteria**

The following evaluation criteria will be used to identify the winning proposal(s), alongside other goals/priorities of the initiative stated in this RFP:

- Quality of proposed TTA approach – 35%
- Prior relevant TTA experience – 35%
- Level of organizational capacity – 20%
- Price proposal – 10%

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

A contract will be awarded to the responsible applicants whose proposal is determined to be the most advantageous to ISLG, taking into consideration the price, on-the-ground experience or special expertise, recommendations of the evaluation team, and other such factors or criteria which are set forth in this RFP. Contract awards shall be subject to the timely completion of contract negotiations between ISLG and the selected contractors.

**CRIMINAL JUSTICE INVESTMENT INITIATIVE  
TRAINING AND TECHNICAL ASSISTANCE  
UMBRELLA AGREEMENT**

This agreement (the "Agreement") is entered into by and between Research Foundation of The City University of New York on behalf of the CUNY Institute for State and Local Governance ("ISLG"), hereinafter referred to as the "RFCUNY", located at 230 West 41st Street, 7th Floor, New York, New York 10036 and [Contractor], hereinafter referred to as "Contractor", located at [Address].

**WHEREAS**, ISLG issued a Request for Proposals ("RFP") dated [DATE], (Appendix A) seeking a qualified pool of contractors to participate in a consortium to provide training and technical assistance ("TTA") to grantees under the Criminal Justice Investment Initiative ("CJII"); and

**WHEREAS**, the Contractor submitted a proposal in response to the RFP (the "Proposal"); and

**WHEREAS**, the Contractor having been selected as part of the pool of qualified contractors is ready and able to perform these services pursuant to the terms and conditions set forth herein;

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE 1. TERM OF PERFORMANCE**

The term of performance shall be for a period from [DATE] to [DATE] unless sooner terminated pursuant to the terms of this Agreement. The RFCUNY reserves the right and the option, at its sole discretion, to renew this Agreement for additional terms of up to two (2) year years.

**ARTICLE 2. SCOPE OF SERVICES**

**A. GENERAL**

The Manhattan District Attorney's Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient justice system in New York City. Since CJII was established in 2016, more than 52 grantees have been selected to receive funding under this initiative.

The intent of this agreement is to establish Contractor as a member of a consortium of experts to provide TTA to the CJII grantee community as part of a wider strategy to support grantees to enhance their capacity, increase collaboration, and position themselves for sustainability after CJII funding has ended. To that end, ISLG will facilitate mini-competitions through which it may award specific work assignments to contractors chosen from a pool of pre-selected consortium members designated as eligible to compete for work assignments in specified areas of expertise. Contractor indicated its expertise and the categories of work for which it is eligible and interested in its Proposal (Appendix B). To be considered for a specific work assignment, Contractor must submit a Work Proposal pursuant to the protocol set forth in Article 3 below.

The City University of New York Institute for State and Local Governance (ISLG) will manage the applicants selected under this RFP and provide oversight and guidance to them throughout the lifetime of the initiative. The Research Foundation of CUNY (Research Foundation) will hold the

contracts, distribute the funds and serve as the fiscal administrator to awarded applicants funded under this initiative.

ISLG shall specify the expertise and activities required for a project in a Request for Work Proposal and the resulting Task Order(s). Each Task Order shall provide a specific scope, budget, payment structure and schedule of the services required. The terms and conditions below shall be applicable to all Task Orders issued under this Agreement.

Work assignments will be offered, and mini-competitions held, throughout the period of this Agreement, as the need for services arises.

ISLG does not guarantee that the Contractor will receive a specific volume of work, a specific total contract amount, or a specific task order value.

## **B. AREAS OF TRAINING AND TECHNICAL ASSISTANCE EXPERTISE**

Members of the consortium will provide a broad range of TTA expertise across the specific areas listed in the RFP and summarized below:

- Strategic support in areas including: governance, leadership, partnerships, fundraising and communications
- Operations support in areas including: financial management, performance monitoring, human resources development, and administration
- Programmatic support in areas including: program fidelity, outreach, intake and assessment, and engagement

## **ARTICLE 3. MINI-COMPETITION PROTOCOL**

### **A. ELIGIBILITY:**

- 1) ISLG shall designate the Contractor as eligible to compete for work assignments in specified area(s) of expertise based on Contractor's Proposal.
- 2) Contractor, and other eligible consortium members, as appropriate, shall be invited via a Request for Work Proposals to bid on a specific task within its area(s) of expertise through mini-competitions. If the Contractor's Work Proposal is selected by the mini-competition, ISLG will work with the Contractor to finalize a scope of work that is formalized in the Task Order.

### **B. FORM:**

- 1) To initiate a mini-competition ISLG shall transmit a Request for Work Proposals by email to the Contractor's email address provided in the Proposal. Contractor shall be responsible for notifying ISLG of a change in its email address and for ensuring that it is able to receive email from ISLG.
- 2) Responses to a Request for Work Proposals shall be submitted by email to an address specified in the Request for Work Proposals and will be due ten (10) business days from the date of the Request, unless a longer period is specified.

**C. CONTENT OF MINI-COMPETITION:**

- 1) ISLG shall issue a Request for Work Proposals that includes an anticipated scope of work, expected time frame, desired approach and cost or cost range, as applicable.
- 2) The Work Proposal submitted by the Contractor shall include: a summary of the task objectives; the proposed approach which includes a description of the work to be performed; key staff; deliverables; budget; and budget narrative, including subtasks, hours and start/end dates.

**D. REVIEW CRITERIA:**

- 1) ISLG shall evaluate Work Proposals based on criteria and scoring set forth in the Request for Work Proposals that may include proposed approach, subject matter expertise, technical requirements, quality of proposed staff and adequacy of staffing plan, availability/timing and cost.
- 2) ISLG will negotiate a Task Order with the selected contractor(s) whose Work Proposal meets both the substantive and technical requirements of the work assignment, and is determined to be the most advantageous to CJII and ISLG, taking into consideration the price, on-the-ground experience or special expertise, and such other factors or criteria which are set forth in the Request for Work Proposals.

**E. TASK ORDERS:**

- 1) Task Orders will be issued pursuant to the outcomes of the mini-competitions.
- 2) Each Task Order shall specify the following:
  - a) A description of the individual project for which services are required;
  - b) The names of all personnel assigned to the project, and their job titles;
  - c) The services to be performed by the Contractor, key staff, summary of activities, timeline;
  - d) The method of payment, budget amount, and deliverables;
  - e) The time-frame for completion of services;
  - f) Additional terms and conditions, if required based on the proposed work.
- 3) ISLG reserves the right to modify the Task Order in writing after consultation and written agreement with the Contractor.

**ARTICLE 4. ADMINISTRATIVE PROVISIONS**

- A.** The Contractor shall meet or have a call with ISLG within 14 calendar days of being awarded a work assignment for a particular project through a mini-competition in order to discuss the work assignment, work schedule, expectations regarding ISLG's involvement and, methods of communication with ISLG.
- B.** The Contractor shall participate in biweekly, monthly or bimonthly status calls as specified by ISLG, in addition to phone and/or in-person meetings at a frequency to be determined by ISLG according to the needs of the particular project.

- C. For open Task Orders, the Contractor shall provide quarterly status reports, within thirty (30) calendar days following the end of the quarter, unless otherwise specified by ISLG. The quarterly status report shall include but not be limited to the following:
- a) The start and end dates of the quarter
  - b) A description of the tasks, deliverables, and other activities completed during the quarter
  - c) The expected dates of submission of remaining deliverables
  - d) A description of any challenges the Contractor experienced during the quarter and ways those challenges were or will be addressed
- D. All subcontractors must be approved by ISLG prior to commencing any work under this Agreement and shall be bound by the applicable terms and conditions of this Agreement.
- E. The Contractor shall deliver the services described in this Agreement in accordance with high standards of professional quality as generally and customarily defined within the appropriate industry.
- F. The Contractor shall participate in such discussions and meetings with ISLG personnel that may be reasonably necessary to satisfactorily fulfill the Contractor's obligations under this Agreement.

#### **ARTICLE 5. TERMS OF PAYMENT**

The total amount payable under each Task Order shall be based upon the agreed upon deliverables-based fees listed in the Task Order. Invoices shall be submitted, and payments will be made, in accordance with the terms of Article 4 of Appendix C.

#### **ARTICLE 6. CONTROLLING ORDER**

The performance by the Contractor shall be in accordance with this Agreement, which includes, in addition to this base agreement, the following documents that are attached: Appendix A (the Request for Proposals), Appendix B (the Proposal), Appendix C (General Terms and Conditions) and Appendix D (Draft sample invoice).

In the event of any conflict between a Task Order issued hereunder and a provision of any other document that is part of this Agreement, the Agreement shall take precedence, except that with respect to the scope of services to be performed, the provisions of the Task Order shall take precedence.

In the event of conflict between the provisions of documents constituting the Agreement (excluding the RFP and Proposal), the RFP, and the Proposal, the controlling order shall be (1) Agreement (excluding the RFP and Proposal), (2) the RFP, and (3) the Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers.

Research Foundation of the  
City University of New York

[CONTRACTOR NAME]

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print)

Name: \_\_\_\_\_  
(print)

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

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

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

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

SAMPLE

# **APPENDIX A**

Copy of Request for Proposals

SAMPLE

## **APPENDIX B**

Copy of Contractor's Proposal

SAMPLE

# **APPENDIX C**

## General Terms and Conditions

SAMPLE

1. GENERAL PROVISIONS

By signing this Agreement the Contractor makes the certifications and assurances as stated in Paragraph 26 herein and also assures that it will comply with all applicable terms and conditions of the DANY Memorandum of Understanding.

2. CONTACTS

The contacts for invoicing and notices are listed below. Either party may designate an alternate contact person in the future by giving written notice to the other party.

Research Foundation- Kyung Hur  
Assistant Director of Grants and Contracts  
230 West 41<sup>st</sup> Street, 7<sup>th</sup> FL  
New York, NY 10036  
Kyung\_Hur@rfcuny.org

ISLG - Patrick Hart  
Program Director  
10 East 34<sup>th</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10016  
Patrick.Hart@islg.cuny.edu

Contractor - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. SCOPE OF WORK

Contractor shall perform the services as set forth in Article 2. Scope of Services and any and all Task Orders.

4. BUDGET AND INVOICING

The Contractor shall submit invoices to RFCUNY and ISLG for deliverables submitted and approved by ISLG within thirty (30) days after receiving approval from ISLG, or on a different schedule agreed to between the Contractor and ISLG. Each invoice shall be on Contractor's letterhead and will be accompanied by all necessary documentation, as requested and in accordance with the Task Order and fee schedule. The invoice shall be submitted to RFCUNY and ISLG via email to the following addresses: CJII@rfcuny.org and CJII-Invoices@islg.cuny.edu, and include all

information set forth in the sample invoice, attached hereto as Appendix D.

The final invoice for a Task Order shall be submitted by the Contractor within thirty (30) days after the expiration of a Task Order, unless another time period is agreed to between the parties. If the final invoice is not received within thirty (30) days after expiration or by the alternate agreed-upon date of submission, it may be processed at the sole discretion of RFCUNY. In the event of termination, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Paragraph 8 herein.

## 5. INDEPENDENT CONTRACTOR STATUS

A. The Contractor and RFCUNY agree that the relationship of Contractor is as independent contractor to RFCUNY.

B. All experts, consultants or employees of the Contractor who are employed by the Contractor to perform work under this Agreement are not employees of RFCUNY. Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on RFCUNY for the acts, omissions, liabilities or obligations of the Contractor, its directors, officers, employees, agents and contractors.

C. Contractor shall be solely responsible for all physical injuries and/or death to its agents or employees or to any other person arising from the performance of its work under this Agreement or for damage to any property sustained during its work on the project under this Agreement. The Contractor shall be solely responsible for the safety and protection of all of its employees.

## 6. ASSIGNMENT and SUBCONTRACTING

A. Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or of Contractor's rights, obligations or duties, without the prior written consent of RFCUNY or ISLG. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

B. Contractor shall not subcontract any portion of the performance obligations of this Agreement without prior written approval of ISLG, unless such subcontract is identified within a Task Order.

## 7. TASK ORDER MODIFICATION and NO-COST EXTENSION

A Task Order may be modified only by a written instrument executed by both parties, except a no-cost extension to a Task Order may be issued by the submission of a RFCUNY Payment Request, signed by ISLG and acceptable to RFCUNY, or if requested by Contractor, an email from ISLG extending the term of the Agreement. **In**

**no event shall the Agreement be extended beyond the term of the DANY Memorandum of Understanding.**

8. TERMINATION

A. RFCUNY shall have the right, upon thirty (30) days' prior written notice, to postpone, delay, suspend or terminate the Agreement, Task Order, or any part thereof which the Contractor is engaged to perform, at any time and for any reason in RFCUNY's interest. Contractor shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed or deliverables properly provided prior to the date of postponement, suspension or termination.

B. If the DANY Memorandum of Understanding is terminated, this Agreement and all Task Orders will be terminated as soon as required by the Sponsor. Pending approval of DANY, Contractor shall be paid allowable costs up to and including the date of termination or such reasonable part of the fee as shall apply to services properly performed or deliverables properly provided prior to the date of postponement, suspension or termination.

C. RFCUNY shall have the right to immediately terminate this Agreement or a Task Order in the event of material breach of this Agreement or a Task Order, including but not limited to non-performance or noncompliance with the Assurances and Certifications contained in Paragraph 26. At the sole discretion of RFCUNY, Contractor shall be paid allowable costs up to and including the date of termination.

9. REPORTS

Unless otherwise stated in a Task Order, Contractor shall provide reports as required upon the request of ISLG.

10. RECORDS

Contractor shall maintain documents for all charges incurred under this Agreement. The books, records and documents of the Contractor insofar as they relate to work performed or money received under this Agreement shall be maintained for a period of six (6) full years from the date of final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the RFCUNY or DANY. The financial statements of the Contractor shall be prepared in accordance with generally accepted accounting principles.

11. NOTICES

The mailing of all notices, by certified mail, addressed to the Contractor shall be deemed sufficient notice to the Contractor.

A facsimile or email notice to the Contractor contact in Paragraph 2 and a copy sent via First Class Mail at the address referred to on the Agreement Cover Page shall also be deemed sufficient notice to the Contractor.

12. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall indemnify RFCUNY against and hold RFCUNY harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Contractor, its directors, officers, employees, agents and contractors.

In the event that Contractor is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Contractor agrees to indemnify the RFCUNY to the extent that is allowed by the law that limits the Contractor.

13. INSURANCE

A. Contractor will, at its expense, maintain at all times during the term of this Agreement or any amendment thereto, general liability insurance and/or a program of self-insurance for property damage and bodily injury to cover the performance of this Agreement. In no event shall the insurance limits be less than \$1,000,000 per occurrence for property damage and bodily injury. The policy shall be obtained from an insurer licensed to do business in the State of New York and the insurer shall have a Best's rating of no less than B+. Each insurance policy will name RFCUNY as additional insured and will contain a clause requiring the insurer to give the RFCUNY at least 30 days' prior written notice of any alteration in the terms of such policy or cancellation. If the Contractor is self-insured and cannot provide a Certificate of Insurance naming RFCUNY as an additional insured, then a statement must be submitted by Contractor's authorized signatory, risk manager, or principal indicating the same. Upon execution of this Agreement, Contractor will deliver to RFCUNY a certificate evidencing such insurance.

B. Execution of this Agreement by the RFCUNY is conditioned upon receipt of the appropriate Certificate of Insurance.

C. The parties anticipate that insurance requirements set forth in Paragraph 13(A) above are sufficient to carry out the work contemplated under this Agreement, and that there is no need for additional insurance coverage; however, the Contractor acknowledges that during its performance of this Agreement, should any circumstance(s) arise which would warrant a need for additional insurance coverage, the RFCUNY may request the Contractor to obtain such additional insurance coverage.

14. INTELLECTUAL PROPERTY AND PUBLICATION

- A. Contractor shall retain ownership of any intellectual property created pursuant to this Agreement (“IP”). RFCUNY and ISLG shall retain a royalty-free, worldwide, non-exclusive license to IP to reproduce, publish, or otherwise use any items or materials patented and/or copyrighted for internal research and educational purposes.
- B. Contractor agrees to consult with ISLG prior to publication or other disclosure of the results of the work produced under this Agreement to ensure that no proprietary information is being released. Proposed publications based on the work performed pursuant to this Agreement shall be submitted to ISLG for review thirty (30) days prior to publication. ISLG shall have thirty (30) days from receipt to review the publication and to advise of any changes.

15. INFRINGEMENTS

The Contractor agrees to indemnify and hold RFCUNY harmless to the extent allowed by law for any damage or loss or expense sustained by RFCUNY as a result of any infringement by the Contractor of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws principles. All disputes, including tort claims, arising out of or related to this Agreement shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees to submit to jurisdiction of State Federal or Supreme Court located in New York State, New York County.

17. ORDER OF PRECEDENCE

In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

1. DANY Memorandum of Understanding
2. The Agreement, including this Appendix C: General Terms and Conditions
3. A Task Order

18. GENERAL RELEASE

Payment of the final invoice under a Task Order shall operate as and shall be a release to RFCUNY from all claims for payment to the Contractor, its successors, legal representatives and assigns for anything done or furnished under the provisions of the Task Order.

19. ONE YEAR LIMITATION

No action shall lie or be maintained against RFCUNY upon any claim based on a Task Order or arising out of a Task Order or out of anything done in connection with a Task Order unless such action is commenced within one year after the termination or expiration of the Task Order.

20. NON-WAIVER

Any failure or delay of the RFCUNY in exercising or enforcing the strict performance of any of the Contractor 's obligations under this Agreement or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the RFCUNY of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the RFCUNY.

21. ENTIRETY OF AGREEMENT

This Agreement with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

22. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of any duties under this Agreement when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

23. PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement and in no way affect the Agreement.

24. COUNTERPARTS and e-SIGNATURES

This Agreement and any Task Order may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one executed agreement. The parties agree that execution of this Agreement by exchanging facsimile, PDF, or e-Signature (as defined below) signatures shall have the same legal force and effect as the exchange of original signatures. Pursuant to this Agreement, e-Signatures shall mean a signature that

consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) uses a technology or process to ensure the signature is under the sole control of the person making the signature; (c) uses a technology or process that can identify the person using the technology or process; and (d) has an electronic signature that can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

25. SEVERABILITY

If any part of this Agreement or a Task Order is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement or a Task Order, which other part or provision shall remain in full force and effect.

26. ASSURANCES and CERTIFICATIONS

EXPORT CONTROLS

A. Contractor agrees to comply and reasonably assist RFCUNY, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, as applicable.

B. Contractor agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Control (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.

C. Contractor confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Contractor intends to provide export controlled information, the Contractor will inform RFCUNY thirty (30) days prior to the release of such export controlled technology or technical data. Export controlled information will not be released to RFCUNY or CUNY personnel without prior written consent of the RFCUNY. If the U.S. government imposes a fine or penalty upon the RFCUNY because of the Contractor's failure to notify the RFCUNY, Contractor agrees to indemnify and hold the RFCUNY harmless from any and all resulting fines and penalties from such omission.

## CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

A. Contractor agrees that it: (a) will comply with the Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686 ) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended ( 42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, ( P.L. 92-255), as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

B. Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

C. In the event of the Contractor's noncompliance with the Equal Opportunity clause of this Agreement or any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the RFCUNY.

## PROTECTION OF HUMAN SUBJECTS

A. If this Agreement involves the use of human subjects, the Contractor agrees that the rights and welfare of human subjects will be protected in accordance with the Code of Federal Regulations, 45 CFR Part 46, subpart A, "Protection of Human Subjects" including the Federal Policy for the Protection of Human Subjects and the regulations of the Office for Human Research Protections (OHRP) in HHS, the federal agency charged with ensuring compliance with the human research participants.

B. Upon request the Contractor will submit evidence of approval of the Contractor's Institutional Review Board indicating the review and approval of the human subjects' research protocol for this project.

## PRIVACY AND SECURITY OF PERSONAL HEALTH INFORMATION

If Contractor is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Contractor represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Agreement shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

#### CLEAN AIR AND WATER ACT

The Contractor agrees: (a) to comply with all the requirements of the Clean Air Act, as amended and the Federal Water Pollution Control Act, as amended respectively, relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued thereunder before the award of this Agreement; (b) that no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date that this Agreement was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; and (c) to use its best efforts to comply with clean air standards and clean water standards at the facility in which this Agreement is being performed.

#### CERTIFICATION REGARDING VICTIMS OF TRAFFICKING

Contractor's signature on this Agreement constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L. 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Contractor further certifies that it will notify the Federal government in the event of violation by any employee.

#### NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Contractor certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the "Act") (N.Y. Gen. Bus. Law § 899-aa), if applicable. Contractor agrees to notify RFCUNY immediately if it has cause to believe that any applicable data received or prepared under this Agreement may have been obtained by an unauthorized person as defined in the Act and that Contractor will consult with RFCUNY prior to, during and after any required notifications. Contractor agrees to be solely responsible for any required notifications and agrees to indemnify RFCUNY against any damage due to a breach of security caused by Contractor.

#### CARE OF LABORATORY ANIMALS

If the work under this Agreement involves the use of laboratory animals, the Contractor agrees that it will comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended, (P.L. 91-579 and 94-279) U.S.C. 2131 at seq.), and will follow the guidelines prescribed in DHHS Publications No. 86-23 Rev. 1985 or succeeding revisions

(NIH) "Guide for the Care and Use of Laboratory Animals." If using animals, as specified in NIH GUIDE, Vol. 14 No. 8 June 25, 1985, Contractor shall comply with regulations cited therein and provide RFCUNY with an approval from an appropriate institutional committee that the policy requirements are being met.

### CONFLICT OF INTEREST

The Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between the Contractor's family, business or financial interests and its services under this Agreement. The Contractor will notify the RFCUNY of all changes in any of the interests listed above during the term of this Agreement and any amendments thereto. The RFCUNY reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed by this paragraph will disqualify the Contractor from performing the services called for by this Agreement.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor's signature on this Agreement constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify RFCUNY. In the event Contractor fails to notify RFCUNY, this Agreement will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, such failure to notify is considered a material breach of this Agreement. In the event the Contractor or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Agreement will terminate immediately pursuant to Paragraph 8(C), as debarment, suspension, ineligibility and voluntary exclusions are each considered a material breach.

### IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list ("prohibited entities list") of "persons" who are engaged in "investment activities in Iran" (defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Contractor certifies that it is not included on the prohibited entities list. Contractor further certifies that it will not contract with any organization that is identified on the prohibited

entities list. If at any time Contractor or any organization it contracts with is added to the prohibited entities list it shall immediately notify RFCUNY.

COMPLIANCE WITH LAWS

The Contractor shall perform all services under this Agreement in accordance with all applicable laws and regulations as are in effect at the time such services are performed.

SAMPLE

# **APPENDIX D**

Draft Sample Invoice

SAMPLE