

THE CITY OF NEW YORK



**New York County District Attorney's Office
REQUEST FOR PROPOSALS**

TITLE: Gun Violence Prevention Initiative RFP Summer 2026

PIN #:2026GunViolenceRFP001

***By submitting a proposal you are accepting the City's boilers, terms and conditions.**

Important Note - As part of the procurement process, enroll in Passport and PIP:

www.nyc.gov/passport

www.nyc.gov/pip

AUTHORIZED AGENCY CONTACT PERSON(S)

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SECTION I - TIMETABLE

A. Release Date of this Request for Proposals: December 15th, 2025

All questions and requests for additional information concerning this RFP should be directed to:

E-Mail Address: BIDSRFPS@DANY.NYC.GOV with a copy to PavelicN@dany.nyc.gov.

Please add “Gun Violence Prevention Initiative RFP Summer 2026” to the subject line of all emails regarding this RFP (including proposal submission).

B. Virtual Information Session: January 5th, 2026, from 12 p.m. – 1:30 p.m. EST

- **Description:** DANY staff will review key elements of the 2026 Gun Violence Prevention Initiative RFP and facilitate a question-and-answer session.
- **Register here:** <https://events.gcc.teams.microsoft.com/event/ffa30d7e-caf0-4006-8237-815559d20fe9@617a92c1-e4d4-4e22-adcb-5f26ffe1af32>

In addition to the virtual information session, DANY will respond to written questions regarding the 2026 Gun Violence Prevention Initiative RFP. Questions must be submitted by January 6th, 2026, at 11:59 p.m. EST to bidsrfps@dany.nyc.gov with a copy to PavelicN@dany.nyc.gov. Questions submitted after the Q&A due date will not receive a response. Answers to questions received will be made available as an addendum to this RFP on or about January 20th, 2026.

C. Proposal:

- Length: No more than 5 typed double-spaced pages using Times New Roman 12-point font with 1-inch margins.
- **Due date: January 27th, 2026**
- Time: 2:59 p.m. EST
- Location: Proposals should be in an electronic PDF format and be emailed to: bidsrfps@dany.nyc.gov with a copy to PavelicN@dany.nyc.gov.

Failure to submit a complete proposal by the due date and time will result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.

Anticipated Award Announcement: April 2026

Anticipated Programming Planning and Recruitment: May 15th– June 28th , 2026

Anticipated Programming Dates: June 29th – September 4th, 2026

Anticipated Culminating Event and Reporting dates: September 7th, – October 15th , 2026

SECTION II – SUMMARY OF THE REQUEST FOR PROPOSALS

A. Overview

The Manhattan District Attorney’s Office (“DANY” or “Department”) invests funds through its Criminal Justice Investment Initiative (“CJII”) to improve public safety and fairness in New York City.

Through the summer Gun Violence Prevention Initiative (“GVPI”), DANY seeks proposals from community-based organizations (“CBOs”) to run youth-focused summer programs that prevent gun violence. Programs should provide meaningful paid opportunities for youth aged 14–24 in one priority Manhattan neighborhood or NYCHA development, with awards up to \$30,000. Programs should build safety, belonging, and connection through mentorship, leadership, skills-building, creativity, or community engagement.

B. Project Goals

GVPI aims to reduce gun violence, especially during summer when incidents spike. Funding supports community-based organizations (CBOs) to engage youth and young adults at high risk of involvement in gun violence, whether as potential victims or perpetrators, in meaningful, paid programming. Applicants must clearly demonstrate intentional outreach to this population of young people and may include use of credible messengers or similar peer-based models in recruitment.¹

C. Program Scope

CBOs may apply for a one-time \$30,000 award to operate summer programs within the window of June 29 – September 4, 2026. Programs must provide youth stipends, wages, or incentives², and offer referrals to ongoing support programs to youth ages 14–24.

¹ [Rod Martinez, Mari McGilton, Romel Shuler, Mel Langness, Lauren Farrell, Helen Skipper, Davon Woodley, Azhar Gulaid, and Janeen Buck Willison, “New York City’s Wounded Healers: Findings from a Study of Credible Messengers,”](https://www.urban.org/sites/default/files/2022-Credible%20messengers%20are%20people%20who%20have%20experience%20in%20the%20criminal%20legal%20system%20and%20have%20transformed%20their%20lives%20to%20become%20agents%20of%20change%20in%20their%20communities%20Credible%20messenger%20models%20have%20demonstrated%20success%20working%20with%20youth%20that%20are%20at-risk%20or%20involved%20with%20the%20criminal%20legal%20system) Urban Institute, [https://www.urban.org/sites/default/files/2022-Credible messengers are people who have experience in the criminal legal system and have transformed their lives to become agents of change in their communities. Credible messenger models have demonstrated success working with youth that are at-risk or involved with the criminal legal system.](https://www.urban.org/sites/default/files/2022-Credible%20messengers%20are%20people%20who%20have%20experience%20in%20the%20criminal%20legal%20system%20and%20have%20transformed%20their%20lives%20to%20become%20agents%20of%20change%20in%20their%20communities%20Credible%20messenger%20models%20have%20demonstrated%20success%20working%20with%20youth%20that%20are%20at-risk%20or%20involved%20with%20the%20criminal%20legal%20system)

² For illustrative purposes, incentives may include bonuses for reaching attendance or curriculum milestones, as well as gift cards, clothing items, or other ideas that help encourage youth attendance and engagement.

Awards will focus on CBOs that can identify and engage at-risk youth residing in one of the following neighborhoods or NYCHA developments most impacted by gun violence:

- Washington Heights/Inwood
- Central Harlem
- East Harlem
- Lower East Side
- Specific NYCHA developments located outside of the above neighborhoods, including Douglass, Amsterdam, and Wise Towers

Applicants must select and focus on one neighborhood or NYCHA site and recruit residents from that area. Planning and recruitment should begin prior to program launch, on or about May 1, 2026, to ensure that the program is at full capacity from the onset.

Applicants must also select one program category:

- Community Activation: Youth-led initiatives that build community connections and engagement, such as beautification projects, placemaking initiatives, block parties, or tournaments.
- Career/Job Readiness Internships: Summer jobs or internships that teach life skills, leadership, and mentorship. Programs should include ongoing support like coaching or soft skills development.
- Self-Expression: Programs that help youth explore and share their stories through arts, technology, or other mediums, with public showcases or exhibitions.

In order to qualify for an award, at least 60% of funds **must** go to participant stipends, wages, or incentives³. Remaining funds may cover program materials, temporary staff, food, or recruitment activities. Funds **may not** be used for office equipment, rent, insurance, utilities, general administration, or unrelated programming.

D. Anticipated Contract Term and Specifications:

DANY anticipates issuing up to ten (10) GVPI awards of \$30,000 each, totaling up to \$300,000. DANY reserves the right to award fewer than the anticipated number of awards. Additionally, DANY will ensure that awards are appropriately distributed with a preference to the focus neighborhoods and NYCHA facilities and the programmatic categories listed above. Only one (1) contract will be awarded per applicant organization.

E. Program Deliverables:

Each awarded organization must participate in three (3) DANY-organized, full group gatherings during the award period:

1. **Kick-off Meeting**: Meet other awardees, share program and outreach plans, and review key requirements such as forms⁴ and data reporting.
2. **Planning & Recruitment Check-in**: A check-in and support meeting to share progress,

³ For illustrative purposes, incentives may include bonuses for reaching attendance or curriculum milestones, as well as gift cards, clothing items, or other ideas that help encourage youth attendance and engagement.

⁴ Forms include a metrics tracker and an invoice template.

- troubleshoot challenges, and receive support during the planning and recruitment period.
3. **Final Event:** A culminating session in late August or early September where awardees share highlights from their summer programs. Exact date and time will be provided during the award period.

DANY will also conduct **two official site visits**, one toward the start and one midway through programming, to assess progress and offer support. Additional informal visits may occur to maintain communication and learning. At the end of the contract period, each awardee will complete a **close-out interview** with DANY to reflect on youth engagement, outreach strategies, program design, and outcomes.

Awardees must also submit a completed performance metrics template (to be provided by DANY) summarizing participant demographics, programming, referrals, and continued engagement. Awardees must maintain a record of participant names and stipend distributions (for audit purposes only; this record does not need to be submitted).

SECTION III – APPLICATION REQUIREMENTS

A. Eligibility

Organizations must meet the following criteria to apply for GVPI funding:

- Hold 501(c)(3) non-profit status in good standing with the IRS, and NYS Office of the Attorney General Charities Bureau.
- The ability to recruit and engage youth aged 14–24 at high risk of gun violence in the proposed neighborhood or NYCHA development.
- Demonstrate established relationships with the targeted community by providing a letter of support or other substantiation, if applicable.
- Employ staff with relevant lived or professional experience to lead or support the program.
- Demonstrate staff capacity to begin planning and participant recruitment by May 2026 and to launch programming by early July 2026.

B. Proposal Instructions

Applicants will submit a response to the below prompts. Proposals should be no more than 5 pages, double-spaced, 12-pt font, 1-inch margins. Proposals will be evaluated within their selected neighborhood category to ensure equitable comparison among similar communities. Applicants must ensure program staff have reviewed and approved the final proposal.

Strong proposals will demonstrate:

- Deep community relationships and experience serving youth at risk of gun violence.
- A capable, structured team to manage funds and deliver programming.
- A clear, realistic plan for outreach, recruitment, and program implementation.

Proposal Narrative Sections

1. Relevant Experience (40%)

- a. **Organizational Overview:** Brief description including year established, mission, core services, population served, areas of operation, history of youth-focused or violence-prevention work, and operating budget/staffing.
- b. **Community Experience and Credibility:** Identify the one neighborhood/NYCHA development where the program will recruit participants and operate programming. Describe:
 - i. Organization’s credibility and relationships with youth and families.
 - ii. Partnerships or collaborations that help reach youth at high risk of gun violence.
 - iii. Prior experience delivering youth programming or violence-prevention work in the area.
- c. **Staff Experience:** Describe key staff experience working with youth affected by violence, credible messenger/peer-based approaches, and trauma-informed practice.

2. Organizational Capability (20%)

- a. **Operational Capacity and Partnerships:** Describe staff structure, time allocations, systems for recruitment, stipend management, data collection/reporting, and coordination with partners. Include full contact info for main program contact.
- b. **Trauma-Informed Practice:** Explain how staff will create emotionally safe, inclusive environments, respond to participant distress, ensure empathy and healthy boundaries, and allow youth to share experiences without making trauma the focus.

3. Proposed Approach (40%)

- a. **Outreach and Recruitment Strategy:** Describe how you will identify and engage youth aged 14–24 who are at highest risk of involvement in gun violence and live in the selected neighborhood or NYCHA development. Include:
 - i. Whether you plan to recruit new participants or deepen engagement with existing youth.
 - ii. Geographic boundaries for recruitment and key needs of the youth you plan to serve.
 - iii. Number and age range of participants you aim to enroll.
 - iv. Outreach strategies (e.g., credible messengers, NYCHA connections, local schools, street outreach, or partner organizations) and how these methods will reach youth who may not already be engaged in programs.
 - v. Roles and responsibilities of staff and partners in executing the outreach plan, including who leads recruitment and how partners will support these efforts.
- b. **Program Description:** Select one program category (i.e. Community Activation, Career/Job Readiness, or Self-Expression) and describe:
 - i. Program duration, schedule, and total engagement hours.
 - ii. Core activities and skill/community-building outcomes.
 - iii. How youth input will shape program design and implementation.
 - iv. Methods to maintain engagement and define success.

- v. Stipend/wage/incentive structure and tracking.
 - vi. How program aligns with community safety and summer violence-prevention goals.
- c. **Budget:** Provide a clear budget and brief narrative showing how the \$30,000 award will be used. Include the number of participants served and how payments will be distributed⁵. Remember that at least 60% of funds must go to participant stipends, wages, or incentives. Remaining funds may cover program materials, temporary staff, food, or recruitment. Funds may **not** be used for office equipment, rent, insurance, utilities, general administration, or unrelated programming.

The following document(s) should be completed and submitted with the proposal:

- Acknowledgement of Addenda (Attachment A)
- Budget Template (Attachment B)
- Doing Business Form (Attachment C)
- Tax Affirmation Page (Attachment D)
- Iran Divestment Certification (Attachment E)
- Macbride Provisions (Attachment F)

Proposer must read Whistleblower Protection Rider (Attachment G) and Paid Sick Leave Law Rider (Attachment H). **Failure to submit Attachments A-F and all signed addenda with a proposal could result in a determination that the proposal is non-responsive.**

The Acknowledgment of Addenda form (Attachment A) serves as the proposer's acknowledgment of the receipt of addenda to this RFP which may have been issued by the Department prior to the Proposal Due Date and Time. The proposer should complete this form as instructed.

DANY will finalize the contract payment terms during contract negotiations. DANY reserves the right to select a payment structure that is the most advantageous to the City. DANY anticipates funds disbursed pursuant to this solicitation and subsequent award will be paid based on the following terms: Funds will be distributed in three equal installments. The first payment will be provided at the start of the contract term as an advance. The second payment will be issued after awardees have participated in the first two DANY-organized group gatherings, completed the first official site visit, and certified compliance with recruitment expectations and meaningful engagement of youth. The final payment will be made upon completion of the second official site visit, submission of the final metrics tracker, and completion of the close-out interview with DANY.

⁵ Example: Organization A will engage 15 youth in an 8-week community activation mural project in the Lower East Side. The \$30,000 award allocates \$18,000 for participant stipends (\$15/hour for 10 hours per week over 8 weeks). Two part-time staff—a teaching artist and an arts therapist—will jointly manage outreach, recruitment, and program facilitation at \$30/hour for 125 hours each (\$7,500 total). The remaining \$4,500 will cover outreach materials, art supplies, and community engagement activities.

C. Evaluation Procedures

All applications accepted by DANY will first be screened for responsiveness to the requirements of Section III.A in this RFP. Applications deemed non-responsive will be rejected and not move on to committee review. Responsive proposals will be scored by an Evaluation Committee based on the criteria below:

- Demonstrated quantity and quality of successful relevant experience: 40%
- Demonstrated level of organizational capability: 20%
- Quality of proposed approach: 40%

Proposals will be evaluated within their selected neighborhood or NYCHA category, ensuring equitable comparison among similar communities. Specifically, if an applicant submits a proposal to provide services in Central Harlem, the applicant's proposal will compete for an award with other proposers submitting applications for programming in Central Harlem. Proposals will then be ranked by total score, from highest to lowest scores for each neighborhood. DANY will determine final awards to ensure balanced distribution across focus neighborhoods and program categories. If a particular neighborhood or program category does not receive competitive proposals, DANY may allocate additional awards to other neighborhoods or categories.

DANY may conduct interviews, site visits, or presentations as needed. Awards may be made based on written proposals alone, so applicants should ensure submissions reflect their best programmatic and budget terms.

D. Basis for Award

Contracts will be awarded to responsive and responsible proposers whose proposal is determined to be the most advantageous to the City, taking into consideration the criteria which are set forth in the Proposal Narrative, outlined in Section III.B, inclusive of proposed approach, demonstrated organizational capability, and the best interests of the City. DANY shall also consider appropriate geographic distribution in the focus neighborhoods, catchment area(s) or NYCHA facility and may elect to fund multiple proposers within a neighborhood or catchment area or may skip a particular neighborhood or catchment area. Moreover, DANY will ensure that programming types listed in Section II.C are distributed accordingly.

E. Compliance with Local Law 34 of 2007

Pursuant to Local Law 34 of 2007, amending the City's Campaign Finance Law, the City established a computerized database containing the names of any "person" that has "business dealings with the city" as such terms are defined in the Local Law. For the purposes of the database, proposers are required to complete the attached Doing Business Data Form and return it with this proposal and should do so in a separate envelope. (If the proposer is a proposed joint venture, the entities that comprise the proposed joint venture must each complete a Data Form.) If the City determines that a proposer has failed to submit a Data Form or has submitted a Data Form that is not complete, the proposer will be notified by the Agency and will be given four (4) calendar days from receipt of notification to cure the specified deficiencies and return a complete Data Form to the Agency. Failure to do so will result in a determination that the proposal is non-responsive. Receipt of notification is defined as the day notice is e-mailed or faxed (if the

proposer has provided an e-mail address or fax number), or no later than five (5) days from the date of mailing or upon delivery, if delivered.

F. Recruitment and Hiring of Staff [ONLY APPLICABLE TO HUMAN SERVICES CONTRACTS]

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

H. 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.

I. 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 E 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.

J. HIRENYC and Reporting Requirements

The Hiring and Employment Rider shall apply to contracts valued at \$1 million or more for all goods, services and construction except human services contracts that are subject to the Public Assistance Hiring Commitment Rider. The Rider describes the Hire NYC process and obligations, including reporting requirements throughout the life of the contract. The Hire NYC process requires contractors to enroll with the Hire NYC system within thirty days after the registration of

the contract subject to this solicitation, to provide information regarding all entry to mid-level job opportunities arising from this contract and located in New York City, and to agree to interview qualified candidates from HireNYC for those opportunities. The Rider also includes reporting requirements unrelated to HireNYC.

K. Paid Sick Leave Law Contract Rider

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time. Contractors of the City of New York [or of other governmental entities] may be required to provide sick time pursuant to the PSLL. Attachment H, the Paid Sick Leave Law Rider, will be included in any contract awarded from this RFP and will incorporate the PSLL as a material term of such a contract. Please read Attachment H carefully.

SECTION IV – 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 1005, New York, NY 10007; contract@comptroller.nyc.gov, or at (212) 669-2323. 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) 788-0010 or at: <http://www.nyc.gov/html/mocs/ppb/html/home/home.shtml>.

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 \$1 million) (above \$1 million).

M. Charter Section 312(a) Certification

_____ The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not result in the displacement of any New York City employee within this Agency. See attached Displacement Determination Form.

_____ The Agency has determined that the contract(s) to be awarded through this Request for Proposals will result in the displacement of New York City employee(s) within this Agency. See attached Displacement Determination Form.

_____ The contract to be awarded through this Request for Proposals is a task order contract that does not simultaneously result in the award of a first task order; a displacement determination will be made in conjunction with the issuance of each task order pursuant to such task order contract. Determinations for any subsequent task orders will be made in conjunction with such subsequent task orders.

Migdalia Veloz
(Agency Chief Contracting Officer)

Date: December 5, 2025

**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 and an SBS representative will contact you.

ATTACHMENT A

ACKNOWLEDGMENT OF ADDENDA

RFP TITLE:

Gun Violence Prevention Initiative RFP Summer 2026

PIN:

2026GunViolenceRFP001

Instructions: The Acknowledgement of Addenda Form serves as the proposer’s acknowledgement of the receipt of any addenda to this RFP that may have been issued by DANY prior to the proposal due date and time. Proposers should fill in the appropriate information below for each addendum received or check the appropriate box to indicate that no addenda were received.

Proposer: _____
 Name: _____
 Address: _____

 Tax Identification #: _____

Addendum Number	Addendum Title	Date Received by Proposer	Number of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

No addenda to this RFP were received:

Proposer Authorized Signature Date:

Name of Proposer Authorized Representative:

Title of Proposer Authorized Representative:

Attachment B
Budget Template

The Budget Narrative should include a presentation of the proposer's budget for providing each element of the Scope of Services prescribed in Section III of the RFP.

Regardless of the payment structure being proposed, provide a budget for the contract term only. The budget must include (at minimum) each of the following for providing the work described in Section III of this RFP.

Program Category: _____

Target Neighborhood/NYCHA housing: _____

1. Stipends/Wages/Incentives – list the stipends provided to participants including hourly rate or other applicable unit of measure.
2. Personnel –list personnel by job title needed to fulfill the Scope of Services to be paid by the proposed contract. For each title provide the number of staff at that title and the salary or hourly rates.
3. Program Supplies – list of supplies needed to fulfill the Scope of Services through the proposed contracting period.
4. Other costs – list other costs needed to run your proposed program.

Attachment C
Doing Business Data Form

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One

Transaction Type (check one)

- Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

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

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact Doing Business Accountability at DoingBusiness@mocs.nyc.gov or 212-298-0600 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

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

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

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

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

Entity is a Non-Profit Yes No

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

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

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

Principal Officers

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

Chief Executive Officer (CEO) or equivalent officer

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 _____ Birth Date (mm/dd/yy) _____

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

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

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 _____ Birth Date (mm/dd/yy) _____

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

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

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 _____ Birth Date (mm/dd/yy) _____

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

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) _____

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

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

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

Home Address _____

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

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

Home Address _____

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

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

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

Senior Managers

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

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

Home Address _____

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

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

Home Address _____

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

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

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

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

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

AFFIRMATION

The undersigned Contractor affirms and declares that it is not in arrears to The City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to The City of New York, and has not been declared not responsible, or disqualified, by any agency of The City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the Contractor to receive public contracts except _____.
(If none, so state):

Full Name of Contractor:

Address:

City:

State:

Zip:

CHECK ONE (1) BOX AND INCLUDE APPROPRIATE NUMBER:

A. Individual or Sole Proprietorship*
SOCIAL SECURITY NUMBER:
_____ - _____ - _____

B. Partnership, Joint Venture or other Unincorporated Organization
EMPLOYER IDENTIFICATION NUMBER:

C. CORPORATION
EMPLOYER IDENTIFICATION NUMBER:

(SIGNATURE)

(TITLE)

If a corporation, place seal here:

Must be signed by an officer or duly authorized representative.

*Under the Federal Privacy Act the furnishing of Social Security Numbers by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses which seek City Contracts.

IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR NYC 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 The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

BIDDER’S CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

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

[Please Check One]

BIDDER’S CERTIFICATION

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

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

Dated: _____, New York
_____, 20__

SIGNATURE

PRINTED NAME

TITLE

Sworn to before me this
_____ day of _____, 20__

Notary Public

Attachment F

MACBRIDE PRINCIPLES PROVISIONS FOR NEW YORK CITY CONTRACTORS RIDER

ARTICLE I: NOTICE TO ALL PROSPECTIVE CONTRACTORS

Local Law No. 34 of 1991 became effective on September 10, 1991 and added section 6-115.1 to the Administrative Code of the City of New York. The local law provides for certain restrictions on City contracts to express the opposition of the people of the City of New York to employment discrimination practices in Northern Ireland and to encourage companies doing business in Northern Ireland to promote freedom of workplace opportunity.

Pursuant to Section 6-115.1, prospective contractors for contracts to provide goods or services involving an expenditure of an amount greater than ten thousand dollars, or for construction involving an amount greater than fifteen thousand dollars, are asked to sign a rider in which they covenant and represent, as a material condition of their contract, that any business in Northern Ireland operations conducted by the contractor and any individual or legal entity in which the contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the contractor will be conducted in accordance with the MacBride Principles of nondiscrimination in employment.

Prospective contractors are not required to agree to these conditions. However, in the case of contracts let by competitive sealed bidding, whenever the lowest responsible bidder has not agreed to stipulate to the conditions set forth in this notice and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest responsible bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer such bids to the Mayor, the Speaker or other officials, as appropriate, who may determine, in accordance with applicable law and rules, that it is in the best interest of the city that the contract be awarded to other than the lowest responsible bidder pursuant to Section 31 3(b)(2) of the City Charter.

In the case of contracts let by other than competitive sealed bidding, if a prospective contractor does not agree to these conditions, no agency, elected official or the Council shall award the contract to that bidder unless the entity seeking to use the goods, services or construction certifies in writing that the contract is necessary for the entity to perform its functions and there is no other responsible contractor who will supply goods, services or construction of comparable quality at a comparable price.

PART A

In accordance with section 6-115.1 of the Administrative Code of the City of New York, the Contractor stipulates that such contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

PART B

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

1. "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
 - 1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - 2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - 3) ban provocative religious or political emblems from the workplace;

- 4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- 5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- 6) abolish all job reservations, apprenticeship restrictions and different employment criteria which discriminate on the basis of religion;
- 7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- 8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- 9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

ARTICLE II: ENFORCEMENT OF ARTICLE I

The Contractor agrees that the covenants and representations in Article I above are material conditions to this Agreement. In the event the contracting entity receives information that the Contractor who made the stipulation required by this section is in violation thereof, the contracting entity shall review such information and give the Contractor an opportunity to respond. If the contracting entity finds that a violation has occurred, the entity shall have the right to declare the Contractor in default and/or terminate this Agreement for cause and procure the supplies, services or work from another source in any manner the entity deems proper. In the event of such termination, the Contractor shall pay to the entity, or the entity in its sole discretion may withhold from any amounts otherwise payable to the Contractor, the difference between the contract price for the uncompleted portion of this Agreement and the cost to the contracting entity of completing performance of this Agreement either itself or by engaging another contractor or contractors. In the case of a requirements contract, the contractor shall be liable for such difference in price for the entire amount of supplies required by the contracting entity for the uncompleted term of its contract. In the case of a construction contract, the contracting entity shall also have the right to hold the contractor in partial or total default in accordance with the default provisions of this Agreement, and/or may seek debarment or suspension of the contractor. The rights and remedies of the entity hereunder shall be in addition to, and not in lieu of, any rights and remedies the entity has pursuant to this Agreement or by operation of law.

Dated: ____, New York
 ____, 20

 SIGNATURE

 PRINTED NAME

 TITLE

Sworn to before me this
 __ day of _____, 20

 Notary Public

Attachment G**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.

NYC EARNED SAFE AND SICK TIME ACT CONTRACT RIDER

(To supersede Section 4.06 of the January 2018 Appendix A and Section 35.5 of the March 2017 Standard Construction Contract and to be attached to other City contracts and solicitations)

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Contractors of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 *et seq.* (“DCWP Rules”).

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

3. The Contractor must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Contractor must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Contractor will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Contractor will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

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

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.¹ Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;
2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;
3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
4. to file a complaint or domestic incident report with law enforcement;
5. to meet with a district attorney's office;
6. to enroll children in a new school; or
7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an

employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

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

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>.

The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

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

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

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