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November 25, 2019

**ATLAS Negotiated Acquisition**  
**EPIN: 00220N0003**  
**ADDENDUM #3**

Pursuant to the NYC Procurement Policy Board (PPB) Rules, the Mayor's Office of Criminal Justice is issuing this Addendum, Addendum #3, to the *Atlas* Negotiated Acquisition (NA) EPIN 00220N0003. This addendum is issued for the purpose of amending the solicitation and is hereby made part of the solicitation document to the same extent as though it were originally included herein. Proposers should acknowledge receipt of this addendum as part of their proposal submission. Further, included in this Addendum are the questions MOCJ has received with responses.

**Notice**

Vendors please take notice of the following changes/clarifications for the subject NA:

1. Delete and Replace the Doing Business Data Form hyperlink on page 10 of the solicitation with <http://www.nyc.gov/html/dot/weekendwalks/downloads/pdf/doing-business-data-form-2018.pdf>
2. Regarding Section V.D, the required Doing Business should be part of the emailed proposal package, as a separate, stand-alone document.
3. Delete and Replace the Iran Divestment Act Form hyperlink on page 10 of the solicitation with [http://www.nyc.gov/html/prob/downloads/pdf/tech\\_rfp\\_attach\\_4\\_iran\\_divestment\\_act\\_rider\\_and\\_certification.pdf](http://www.nyc.gov/html/prob/downloads/pdf/tech_rfp_attach_4_iran_divestment_act_rider_and_certification.pdf)
4. The required Iran Divestment Form should be part of the emailed proposal package, as a separate, stand-alone document.
5. Modification 1: Section I.E, Page 3, ("Anticipated Available Funding and Payment Structure") is amended as follows "The first contract term will be for 2.5 year term with two options to renew each for three years."
6. Modification 2: Section E, Page 14, ("Anticipated Available Funding and Payment Structure") is amended as follows "The first contract term will be for 2.5 year term with two options to renew each for three years."

1. **Is it possible to obtain the point values for the subparts in each section or are we to assume the point value is equal for each subpart within a section?**

Vendors will be evaluated using the following factors:

- Organizational Capability and Fiscal Administration - 35%
- Demonstrated Quantity & Quality of Successful Relevant Experience - 35%
- Procurement, Program, and Capacity Building Approach - 25%
- Budget Management - 5%

There are no point values allocated for each subpart within the above categories.

2. **Given that the Prime Vendor is to manage a competitive solicitation and make awards to 10-30 subcontracts within three months of the contract start date... Is the contract start date when the contract is actually registered, or retroactive to start of the budget period (i.e. 1/1/20)?**

The Agency anticipates that the Contract Start Date of January 1, 2020 which may be retroactive.

3. **What is the anticipated start-up phase (aside from the 3 month procurement leading up to awards)?**

The Agency is not proscribing a start-up phase. Applicants must describe how they will ensure your organization's readiness to provide services aforementioned in the solicitation which may include a start-up activities. Applications should describe how they will complete the necessary staffing and program start-up activities, if needed, and provide a projected timeline.

4. **Should "achievable outcomes" be in deliverable format with costs/reimbursement associated?**

There is no prescribed template for the achievable outcomes.

5. **What is reimbursement mechanism (cost, % fee, deliverables) and for the prime vendor?**

The appropriate reimbursement mechanism will be negotiated with the award prime at the time of contract award and negotiations. Applicants can propose what mechanism they prefer in their proposal.

6. **What is it anticipated reimbursement mechanism for provider CBOs?**

The appropriate reimbursement mechanism will be negotiated with the award prime at the time of contract award and negotiations. Applicants can propose what mechanism they prefer in their proposal.

**7. What are the anticipated reporting requirements for the Prime Vendor?**

Reporting requirements will be negotiated with the award prime at the time of contract award and negotiations. Applicants are encouraged to discuss what data reports they currently leverage.

**8. How much flexibility will the prime vendor have in structuring the contracts and accompanying compliance requirements? Will the prime vendor be expected to adopt the same contracting/compliance requirements from the City?**

Contractors working with the City of New York are expected to adopt the terms and conditions set forth in their standard contracts and applicable appendices. However, selected providers are open to negotiating these terms.

**9. May the vendor decide to pass through funds in grant format rather than contract format?**

Consistent with the terms of the contract, a vendor may enter into subcontracts where the contracting agency approves. The City has an interest in ensuring that all City work is performed by appropriate persons. All subcontracts made by the vendor shall be in writing. A template will be provided by the City. Please note, a vendor shall not be entitled to payment for any work performed by a subcontractor prior to the vendor entering into a written subcontract with the subcontractor and complying with the provisions of section 4-13 of the New York City Procurement Policy Bard Rules.

**10. Can you clarify the expectation that the Prime Vendor would “borrow and advance” millions of dollars to CBO providers? Is this for a period of time before the Prime Vendor agreement is registered and funds would be unavailable from MOCJ? Does the Prime Vendor need to be able to front the funding or simply facilitate and aid CBOs in obtaining loans?**

While the contract is pending registration, the Prime may request a RGF loan which are interest-free and service fee-free that typically cover one, two, or three months of critical program expenses such as rent, utilities, and payroll. Once the contract is registered, the Prime may request an advance up to 25% of the total contract. However, we expect the Prime to be financially sound to ensure cash flow to ensure uninterrupted service delivery. Further the Prime Vendor will be expected to raise additional dollars to contribute towards the Innovation Fund.

**PROPOSER ACKNOWLEDGEMENT**

THIS ADDENDUM, ADDENDUM #3, MUST BE SIGNED BY ALL PROPOSERS AND INCLUDED WITH THEIR PROPOSAL PACKAGE.

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BUSINESS/COMPANY NAME

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Authorized Signature

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Print Name of Authorized Signature

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Title of Authorized Signature