



March 10, 2011

Ms. Dale Grant, CEO
DB Grant Associates
60 Madison Avenue, Suite 705
New York, NY 10010

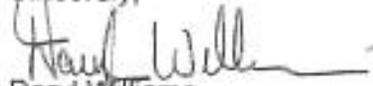
Re: **Jobseeker & Business Services Contract at Brooklyn WF1 Career Center**
Maximum contract amount: \$10,500,000.00
Contract # CT1 801 20111432902
Contract Term: 1/1/11 – 12/31/13

On March 9, 2011 the Comptroller of the City of New York registered the above contract between the Department of Small Business Services (DSBS) and DB Grant Associates.

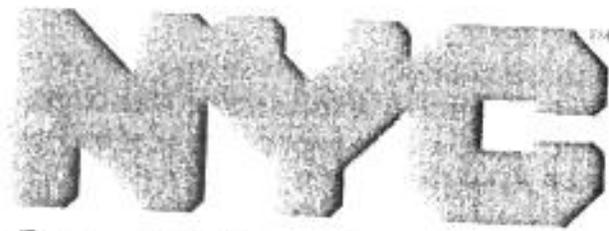
As a condition of this agreement, DB Grant Associates shall maintain all insurance policies required in this contract and submit to DSBS insurance renewal certificate(s) for such policies upon expiration. The certificate(s) shall name the City of New York as an additional insured policy holder. Payments will not be processed if the insurance policy has expired. All invoices must include DB Grant's Taxpayer Identification Number and DSBS contract number above.

Invoices must be mailed to:
Department of Small Business Services
110 William Street, 7th Floor
New York, NY 10038
Attention: Accounts Payable

Sincerely,


Daryl Williams
ACCO

Cc: File



**Small Business
Services**

PIN: 801 11P0009003
Contract No: 2011432902
Term of Agreement: 1/1/11-12/31/13
Total Contract Amount: \$10,500,000

Contractor: DB Grant Associates
Address: 60 Madison Avenue, Suite 705, New York, New York 10010
Borough/Site: Brooklyn
Service: WFICC Procurement Type: RFP

THIS AGREEMENT ("Agreement") effective as of the first day of January, 2011, is made by and between the City of New York ("City") Department of Small Business Services ("DSBS" or "Department"), with its principal place of business located at 110 William Street, New York, New York 10038, and DB Grant Associates ("Contractor"), with its principal place of business located at 60 Madison Avenue, Suite 705, New York, New York 10010.

RECITALS

WHEREAS, the purpose of Title I of the Workforce Investment Act of 1998 ("WIA") is to provide workforce investment activities that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, thereby improving the quality of the workforce, reducing welfare dependency, and enhancing the productivity and competitiveness of the of the United State of America; and

WHEREAS, a WIA requires the establishment of a one-stop employment and training service delivery system ("One-Stop System") comprised of mandated and preferred governmental and nongovernmental entities; and

WHEREAS, the City's One-Stop System is operated by a consortium currently comprised of the New York State Department of Labor ("NYSDOL"), the City University of New York ("CUNY"), and DSBS (the "Operator Consortium"); and

WHEREAS, the City's One-Stop System currently includes several employment and training service delivery centers branded as "Workforce1 Career Centers" (hereinafter known as "Workforce1 Centers"); and

WHEREAS, in response to the Jobseeker and Business Services Request for Proposal PIN 801-SBS90077, issued by DSBS, pursuant to Section 3-03 of the Procurement Policy Board ("PPB") Rules, on April 14, 2010, and three Addenda hereunder (the "Workforce1 Center RFP"), attached hereto and made a part hereof as Part III, Exhibit D, Contractor timely submitted a proposal (the "Proposal"), attached hereto and made a part hereof as Part III, Exhibit E; and

WHEREAS, DSBS has evaluated the Proposal and selected Contractor to provide Jobseeker and Business services ("Services"), all in accordance with the PPB Rules; and

WHEREAS, Contractor wishes to provide the services set forth in Part I - Article II, Section 2.01; Part III - Exhibit A, Scope of Work; Part III - Exhibit C, Program Budget; and Part III - Exhibits D and E, RFP, and Proposal, respectively; in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement was approved by the City's Workforce Investment Board on January 25, 2011; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the above named parties agree to be bound as follows:

PART I

ARTICLE I DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

- A. "City" shall mean The City of New York, its departments and political subdivisions.
- B. "Comptroller" shall mean the Comptroller of the City of New York.
- C. "Department" or "DSBS" shall mean the Department of Small Business Services including its constituent divisions and units.
- D. "Commissioner" shall mean the Commissioner of DSBS or duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his/her authority.
- E. "Law" or "Laws" shall mean the New York City Charter, the New York City Administrative Code, a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York, any ordinance, rule or regulation having the force of law, and common law.
- F. "Board of Directors" or "Board" means the board of directors, board of trustees or a similar body vested with the duty and responsibility for management and oversight of Contractor's affairs as they relate to its performance under this Agreement.
- G. "Contract Agency," "Contractor" or CBO shall refer to the entity providing activities and services funded under this Agreement.
- H. "Fiscal Agent" shall mean an entity (if any) contracted by DSBS to assist in the administration of the Fiscal Affairs of contractors.
- I. "Fiscal Manual" shall mean set of written instructions provided by the Department to the Contractor, documenting the applicable policies and procedures for Contractor to use in such matters as record-keeping, reporting, invoicing and claiming, budgeting, cost allocation, procurement and payroll, as may be amended by the Department.
- J. "Agency Chief Contracting Officer" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate agency staff in conjunction with the City Chief Procurement.

- K. "Inventory Management Policy" or "IM Policy" shall mean the set of written instructions and guidelines provided by the Department to the Contractor documenting the approved process for purchasing, cataloging and maintaining equipment and furniture for the Workforce1 Career Center
- L. "Operating Plan Rating" shall constitute Total Points Achieved by the Contractor as detailed in Exhibit B.

ARTICLE II SCOPE OF WORK AND BUDGET

Section 2.01 Scope of Work. Contractor shall provide the services and activities in program areas or programs listed and described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. The Department may require Contractor to reduce the scope of services as set forth in the Scope of Work and may unilaterally amend this Agreement in writing and modify the budget in writing consistent with the reduction.

Section 2.02 Operating Plan. The Contractor shall perform the Services substantially in accordance with the annual operating plan ("Operating Plan"), attached hereto and incorporated herein as Exhibit B, and any modifications to Operating Plan as described in this Section 2.02.

- A. The Department and the Contractor shall review and evaluate the Operating Plan on a regular basis, and at a minimum an annual basis, during the Term to assess its effectiveness, efficiency, and suitability. Such evaluation shall address Changed Circumstances and Service delivery issues such as the following, without limitation: allocation of staff and other resources, service delivery model, coordination with other organizations, customer flow, organizational design and management structure, operating hours, physical layout, technology matters, signage, facilities, continuous improvement, and best practices from other contractors operating centers for the Department. Based upon the results of such review and evaluation, DSBS and the Contractor shall reasonably and in good faith consider modifications to the Operating Plan. The Operating Plan shall be modified as mutually agreed by DSBS and the Contractor in writing.
- B. Notwithstanding anything to the contrary in the foregoing, if following the discussions referred to in subparagraph (a) above, the Department desires to make modifications to the Operating Plan that have not been agreed to by the Contractor, the Department shall have the right to unilaterally adopt such modifications, subject to the following:
 - 1. The Department shall not make modifications to the Operating Plan that are reasonably anticipated by the City to increase the Contractor's costs to deliver the Services required under this Agreement ("Material Modifications") unless and until a corresponding increase in the Project Budget is agreed to and becomes effective.

2. The Department shall give the Contractor written notice of the proposed Material Modifications no less than thirty (30) days prior to their effective date.
3. If the proposed changes are reasonably deemed by the City to constitute Material Modifications to the Operating Plan, the Contractor shall have the right to withdraw from this Agreement by giving written notice to the Department within fifteen (15) days following receipt of the Department's notice of the Material Modifications.

Section 2.03 Budget. Contractor shall provide such services and activities in accordance with the annual Program Budget attached hereto and incorporated herein as Exhibit C. Contractor shall submit new annual Project Budgets as required by the Department and such Project Budgets shall be attached and incorporated into Exhibit C. Contractor may submit to the Department, in the manner prescribed in the Fiscal Manual, a request for a modification of the Program Budget. Contractor shall not put into effect the budget modification unless it is approved in writing by the Department.

Section 2.04 Payment. The Department shall pay the Contractor an amount not to exceed \$10,500,000 (Ten million five hundred dollars) for all services provided under the Agreement. This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a properly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

- A. For the duration of the Term, DSBS shall compensate the Contractor for its performance of Services as follows:
 1. Cost Reimbursement: DSBS shall reimburse to the Contractor for its expenses in an amount not to exceed eighty percent (80%) of the annual Program Budget, up to a maximum of \$8,400,000 (Eight million, four hundred thousand dollars).
 2. Annual Operating Plan Performance Payment: After Contractor has reached the maximum annual Cost Reimbursement, DSBS shall reimburse the Contractor for its expenses in an amount not to exceed twenty percent (20%), of the Contractor's annual Program Budget as an "Operating Plan Performance Payment" related to the achievement of its Operating Plan, up to a "Maximum Performance Payment" of \$2,100,000 (Two million one hundred thousand dollars). Achievement of the Operating Plan Performance Payment is governed by the following terms:
 - a. The Operating Plan Rating shall be converted to a percentage achievement.
 - b. The percentage achievement shall be multiplied by the Maximum Performance Payment to determine the Operating Plan Performance Payment.

Section 2.05 Duplication. Contractor represents and warrants that the specific work to be performed under this Agreement shall in no way duplicate the specific work performed under other agreements between the City and Contractor, nor under any agreement with any other funding source, except upon the express written permission of the Department. Noncompliance with this Section shall constitute a material breach of this Agreement.

Section 2.06 Cost Allocation.

- A. The Department reserves the right to require the Contractor to fairly and accurately allocate costs which are attributable to the operation of two or more program among such programs by a method which represents the benefit of such costs to each program. In the event that the Department determines that cost allocation is advisable, the Contractor shall within thirty (30) days of notification by the Department, or, in the event that the Department has so notified the Contractor more than thirty days prior to the effective date of this Agreement, by the effective date of this Agreement, develop and deliver a cost allocation plan for the Department's approval.
- B. No cost allocation plan shall be approved by the Department unless such a plan:
 - 1. Relates to allowable costs as defined in applicable laws, regulations and policies of the federal, State and City governments;
 - 2. Relates to costs necessary for the Contractor's performance pursuant to this Agreement;
 - 3. Fairly and accurately reflects the actual allocable share of such cost with respect to this Agreement;
 - 4. Is developed in accordance with generally accepted accounting principles; and
 - 5. Is accompanied by such supporting documentation as the Department deems necessary to evaluate the plan.
- C. Notwithstanding any provision in this section to the contrary, the Department further reserves the right to withhold any payments to the Contractor for allocated costs in the event that the Department deems the cost allocation plan unsatisfactory in whole or in part or determines that such allocated costs have been incorrectly determined, are not allowable or necessary, or are not properly allocable pursuant to this Agreement and or approved cost allocation plan.

ARTICLE III - TERM OF AGREEMENT

Section 3.01 Term. The term of this Agreement shall be from January 1, 2011 through December 31, 2013.

Section 3.02 Renewal. The Department, in its sole discretion, may exercise up to three (3) one-year renewals or one (1) three-year renewal of this Agreement. The Department, in its sole discretion, reserves the right to modify the length of the renewal term listed above. The total term of this Agreement after the exercise of all of the options to renew shall not exceed six (6) years. All renewals shall be on substantially the same terms and conditions contained in the Agreement. Any renewal will not be effective unless and until the renewal is registered pursuant to New York City Charter §328. The Department shall renew this Agreement by giving written notice to the Contractor prior to the expiration date of this Agreement including any option.

Section 3.03 Future funding. Since the period of performance contemplated by this Agreement involves performance by the Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of funds for such subsequent City fiscal year(s) and may require, in consultation with the Department, budget modifications throughout the Term. Contractor also understands that the Department is under no obligation to continue its funding after the expiration of the term of this Agreement as set forth above.

ARTICLE IV - FISCAL PROCEDURES

Section 4.01 Cooperation and compliance. Contractor hereby agrees to fully cooperate and comply with Department directives and guidelines on all fiscal matters related to this Agreement.

Section 4.02 Bank account. Contractor shall establish and maintain a separate bank account for the funds obtained from or through the City of New York related to this and all other Contracts with the City, and shall maintain records for such account to track and clearly identify the funds obligated through this Agreement.

Section 4.03 Initial advance. The amount of any initial advance to be paid to Contractor under this Agreement shall be determined solely by the Department in accordance with its Fiscal Manual and any applicable Comptroller directives. The initial advance shall be deposited in the bank account maintained pursuant to Section 4.02. The funds shall be used exclusively for the payment of expenditures and obligations authorized by and properly incurred pursuant to Exhibit C.

Section 4.04 Financial records, reporting and invoicing. Contractor shall submit financial reports and invoices to the Department in accordance with the Fiscal Manual, in the form and manner prescribed therein. Contractor shall retain with its copy of each such report and/or invoice proper and sufficient evidence, voucher, bills and receipts demonstrating that all expenditures were made in accordance with the terms of this Agreement. These supporting documents shall be made available for inspection and reproduction by the Department, the City Comptroller, and such other persons as authorized by the Department, including the Inspector General for the Department and the Department of Investigation. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of this Agreement.

Section 4.05 Procurement Requirements.

- A. Procurement records.** Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts and documentation for any payments, expenditures or refunds made to or received by Contractor in connection with this Agreement. Contractor may maintain a petty cash fund in accordance with the Department's Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of \$250.
- B. Extent of competition required.** Contractor shall comply with any and all local and federal procurement requirements. For any payment made or obligation undertaken in connection with this Agreement at least three (3) written estimates must be solicited and documented for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of \$5,000. For any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of \$250 (up to and including \$5,000), the contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. The above-stated amounts apply to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Contractor shall retain records which detail the method of procurement, the basis for selection or rejection of a contractor, consultant or supplier and the basis for the contract price. Except as set forth in subsection A above, Contractor shall make all procurement expenditures by check or credit card.
- C. Equipment.** If so directed by the Department, title to all equipment or other property purchased at a price consistent with requirements set in the Inventory Management Policy, with funds obtained through this Agreement shall be in the City of New York. Contractor hereby represents that it will properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such property in the manner provided in the Department's Fiscal Manual or otherwise directed by the Department, and shall maintain detailed records concerning such dispositions.

- D. Disputes with suppliers.** Contractor, without recourse to the City or the Department, shall be responsible for the settlement and satisfaction of all contractual obligations and administrative issues arising out of any procurement or leasing contracts paid with funds obtained through this Agreement.

Section 4.06 Limitation on Use of Funds.

- A. Proper purposes.** No funds obtained through this Agreement shall be spent for any expense not incurred in accordance with the terms of the Agreement, including the Scope of Work, Operating Plan, and Project Budget under this Agreement, and administered in accordance with the Department's Fiscal Manual.
- B. Real property.** No funds obtained through this Agreement shall be spent for the purchase of any interest in or improvement of real property, unless authorized by the Department.
- C. Disallowed costs.** Any cost, which the Department, the City, or any auditing entity that examines the fiscal records of the Contractor, found to be improperly incurred shall be subject to reimbursement to the City. Failure to make said reimbursement shall be grounds for termination of this Agreement.

Section 4.07 Recoupment of Disallowances, Improperly Incurred Costs and Overpayments. The Department may, at its option, withhold for the purposes of set-off any monies due to Contractor under this Agreement up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, and/or the amount of any overpayment to Contractor with regard to this Agreement or to any other Agreement between the parties hereto, including any Agreement(s) that commenced prior to the commencement date of this Agreement.

Section 4.08 Failure to Expend Funds. In the event that Contractor fails to expend funds for any part of the budget within the time indicated therein or at the level of expenditures indicated therein, the Department reserves the right to reduce the budget by the amount not expended.

ARTICLE V - RECORDS, DELIVERABLES, AUDITS AND REPORTS

Section 5.01 Records to be maintained. In addition to any other records required to be maintained and/or provided for inspection pursuant to this agreement, Contractor shall maintain and make available to the Department for inspection, upon reasonable request, the following documents: tax returns; audit reports; all programmatic records and accounts maintained in connection with this Agreement, including program, research and other reports and publications prepared in connection with this Agreement; all fiscal books, records and accounts reflecting payments made by Contractor for petty cash expenditures; all minutes and attendance sheets (dated and signed) for meetings of the board of directors and any of its committees responsible for the oversight of the program(s) funded under this Agreement; all other contracts to which Contractor is a party and the contract terms coincide, in whole or in part, with the term of this

Agreement; and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Contractor shall permit the Department and its authorized representatives including the Department's Inspector General, the Comptroller of the City of New York, the New York City Department of Investigation, or their designees, or other interested federal, state or City agency representatives, to attend all meetings of the Board of Directors and to be present at the program site(s) to observe the work and activities being performed in connection with this Agreement.

Section 5.02 Deliverables and reports. Contractor shall submit the deliverables and periodic reports required by this Agreement, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by the Department.

Section 5.03 Audit disclaimers. If any audit of Contractor's records shall include a Disclaimer of Opinion relating to any contract with the Department or other funding sources, said Disclaimer shall be ground for termination of this Agreement.

Section 5.04 Federal audit requirements. If applicable, the Contractor shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Organizations," and shall make such audit available to the Department within thirty (30) days after its receipt by the Contractor from the preparing accountant.

Section 5.05 Financial Statements. For such organizations that are not subject to federal, State or local audits, an annual financial statement prepared by a certified public accountant shall be required.

Section 5.06 State charities registration and audit requirements. If the Contractor is required by New York State law to register with and make annual filings to the Charities Bureau of the New York State Department of Law, timely compliance with such requirements shall be deemed a material term of this Agreement. Contractor shall make available to the Department all such filings, including any audit and/or financial report required to be submitted with such filings, within thirty (30) days of receiving such audit or financial report from its preparer, and in no event later than ten (10) days following the filing of such audit or financial report with the Charities Bureau.

Section 5.07 Notification concerning occurrence of incidents. Upon the occurrence of any injury to any client/participant, employee, volunteer, officer, visitor, or any other person, in conjunction with the services funded in whole or in part through this Agreement, and/or of any damage to the Facility or any damage to or theft of equipment purchased with funds paid under this Agreement, Contractor shall provide telephone notice to the Department within twenty-four (24) hours of the incident, followed by a written report on the approved Incident Report Form, as described in the Department's Fiscal Manual, to be delivered to the Department within three (3) business days.

Section 5.08 Additional audit requirements. If the Contractor receives funds through this Agreement in excess of \$25,000, such funds must be specifically tracked and accounted for in an audit or financial report referenced in Sections 5.04, 5.05 or 5.06. If such audits or financial reports do not specifically provide information concerning the funds received through this Agreement, and/or if the Contractor is not required to file such audits or financial reports, Contractor shall submit to the Department annually, a copy of an audit of the records relating to this Agreement, which shall be performed by an independent certified professional accountant, which audit shall be provided to the Department within thirty (30) days after its receipt by the Contractor from such accountant. Such audit must contain an opinion regarding whether the Contractor's financial statements are in conformity with Generally Accepted Accounting Principles. The audit shall contain a separate opinion of the adequacy of the Contractor's internal controls to safeguard its assets. The Contractor's audits shall comply with the provisions regarding audits set forth in the Fiscal Manual, including terms setting forth the audit period and frequency of audits during the term of this Agreement. In addition, in its sole discretion, the Department may conduct its own programmatic or financial audits of the Contractor.

ARTICLE VI- PERSONNEL PRACTICES AND RECORDS

Section 6.01 Definition of employee. The term "employee" as used in this Article shall be limited to salaried personnel and shall include neither consultants under contract to the Contractor to provide specified services nor participants in the program who are being paid as trainees.

Section 6.02 Compensation of key employees and Board of Directors.

- A. Key employee list.** Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a list of its key employees and/or job descriptions, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior fiscal and programmatic supervisory personnel involved directly or indirectly in the performance of this Agreement. For each listed employee, Contractor shall provide the current salary, all sources of the employee's compensation, whether from this contract or another City, State, Federal or private source, and the percentage of annual salary compensated from each such source.
- B. Vacancies.** Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer and/or Chief Operating Officer, or the functional equivalent of such positions. Contractor should follow the guidelines for notifying the Department of appointments to or resignations from other positions are covered by the Fiscal Manual

- C. **Board compensation.** Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a listing of any members of its Board of Directors who receive compensation in any form, including but not limited to salary, stipend, per diem payments and/or payments for services rendered, from the Contractor or its affiliates, together with the amount of any such compensation, regardless of the source of its payment, and a description of its purpose.

Section 6.03 Collective bargaining. Contractor hereby acknowledges that neither the City nor the Department is responsible for any agreement into which it has entered concerning the collective bargaining rights of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable federal, state and local laws and regulations which govern the use of funds in connection with union activities.

Section 6.04 Recruitment and hiring of staff.

- A. **Maintenance of skilled staff.** Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver Program Services and perform necessary administrative functions throughout the term of this Agreement, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the Program; and implementation of any corrective actions required by the Department.
- B. **Staffing Policy.** Staffing levels, structure, and deployment shall support the Scope of Work and the Operating Plan. The Contractor's hiring and termination of persons identified as Key Management Staff or any reassignment of responsibilities of any staff member shall be subject to the approval of the Department, which shall not be unreasonably withheld, conditioned or delayed.
- C. **Background checks.** For purposes of this subsection, the word "personnel" shall include all employees and volunteers and all applicants for employment or for volunteer work. Contractor will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with clients and participants. If directed by the Department, Contractor will undertake the fingerprinting of personnel, in accordance with instructions from the Department. Contractor agrees to comply with all guidelines and procedures of the Department concerning the screening and employment of personnel, including, but not limited to the following:
1. Contractor will be responsible for obtaining consent and for screening of all personnel, including substantiating credentials and reference checks. In particular, Contractor shall make an inquiry into any or all of the following for each person:

- a. Criminal conviction history, including the facts and circumstances concerning the conduct which formed the basis for any criminal convictions, with particular concern regarding sexual misconduct, especially involving minors; violent or assaultive behavior directed against persons or property which caused serious injury or damage; theft of public property; bribe receiving or offering; possession or use of lethal weapons of any kind; and acts which have a direct relationship to the particular position sought or which involve an unreasonable risk to property or to the safety or welfare of clients and participants or other personnel.
 - b. Employment history, including verification of same;
 - c. Employment eligibility, including, where appropriate, verification of educational credentials and certification status;
 - d. Military service, including, where appropriate, verification of discharge status;
 - e. Any other relevant information related to character, conduct, or background.
2. Contractor agrees not to hire or retain any personnel who refuse to:
 - a. provide the names of references;
 - b. provide documentation of credentials;
 - c. provide information on criminal conviction records;
 - d. provide other requested information which may bear on the applicant's fitness to work with clients and participants.
3. Contractor agrees not to hire or retain any personnel who have not completely and truthfully reported information concerning their criminal convictions. Before hiring or retaining any personnel with a criminal conviction history, Contractor shall provide written notification to the Department, for a determination as to whether such conviction poses such a current threat to clients and participants and/or other staff so as to bar the hiring or retention of that person. With respect to personnel who work with (or are applying to work with) children, contractor agrees not to hire or retain any personnel (a) whose criminal conviction record directly bears on a person's fitness to work with children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Article 23-A of the New York State Correction Law; or (b) who have been the subject of an indicated child abuse and maltreatment report on file with the New York State

Central Register (SCR), or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with the SCR.

D. Drug-free workplace.

1. Contractor shall conspicuously post at any Facility at which activities funded in whole or in part through this Agreement occur, a statement notifying all staff that the manufacture, distribution, dispensing, unauthorized possession, and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition (the "Drug-Free Workplace Policy"). Contractor shall provide a copy of the Drug-Free Workplace Policy to each staff member as part of his or her initial employment orientation with Contractor, and shall inform such staff member that compliance with the terms of the Drug-Free Workplace Policy is a mandatory condition of employment or retention of employment. Contractor shall provide the Department with a written certification that its Facility complies with the Drug-Free Workplace Policy prior to commencement of services funded through this Agreement.
2. Contractor shall provide an on-going drug-free awareness program to inform all staff about the dangers of drug abuse in the workplace; the Contractor's enforcement of its Drug-Free Workplace Policy; the availability of drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon staff and clients or participants for violating the Drug-Free Workplace Policy.
3. Contractor shall require staff members to notify Contractor in writing of his/her arrest or conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such arrest or conviction. Contractor shall thereafter notify the Department within ten (10) calendar days of Contractor's receipt of the above-described notice of conviction from a staff member or of the date Contractor otherwise received actual notice of such conviction.
4. Contractor shall take one of the following actions within thirty (30) calendar days of receiving notice of such a conviction with respect to any staff member so convicted: (a) appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such convicted staff member both to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency, and to make a good faith effort to continue to abide by Drug-Free Workplace Policy.

ARTICLE VII

PROGRAM FACILITY

Section 7.01 Suitability. Contractor warrants that any facility used for the provision of services funded in whole or in part through this Agreement, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, shall be maintained in a condition compliant with the Facilities standards described in the Department's Quality of Services Agreement.

Section 7.02 Signage. Upon request by the Department, and in accordance with the Department's branding guidelines, Contractor will prominently display signs inside and outside the facility used for the program indicating such information as the program name, the program activity and the days and hours of operation.

ARTICLE VIII REPRESENTATIONS AND COVENANTS OF CONTRACTOR

Section 8.01 Religious activity. Contractor represents and warrants that no religious worship, instruction or proselytization will be conducted as part of or in connection with the performance of the services funded through this Agreement. Contractor further represents and warrants that funds received through this Agreement will be used only to support non-sectarian activities and/or purposes. Violation of this Section is deemed a material breach of this Agreement.

Section 8.02 Eligibility. Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the Request for Proposals under which it bid for and was awarded this contract. Any material change in the eligibility compliance information supplied in Contractor's contract proposal must be reported to the Department within a reasonable time thereof. Failure to do so will be deemed a material breach of this Agreement and could result in contract termination.

Section 8.03 Program services. Except where expressly set forth in the scope of services and approved by the Department, Contractor represents and warrants that eligibility for admission to the services funded through this Agreement shall not be restricted on the basis of race, color, creed, national origin, gender, gender identity, sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, unless approved in writing by the Department, in advance of the application of any such requirement.

Section 8.04 Allegations of abuse or neglect. Contractor will notify the Department of any incident or allegation of abuse of a program participant by any of Contractor's administrators or staff, including both paid and volunteer. The term abuse shall mean any physical, sexual, emotional, or verbal abuse, or any other maltreatment of a program participant. Contractor shall provide telephone notice to the Department within twenty-four (24) hours of the incident, followed by a written report on the approved Incident Report Form, as described in the Department's Fiscal Manual, to be delivered to the Department within three (3) business days.

Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the SCR.

Section 8.05 Security plan. Prior to the commencement of services under this Agreement, Contractor shall submit for the Department's review and approval a written plan to provide for the safety and security of clients, participants, staff, and the Facility, which shall include emergency procedures, including first aid and cardiopulmonary resuscitation training; evacuation procedures; and the identification of the means by which safety and security of clients, participants, staff, and the Facility will be maintained throughout the term of this Agreement. Contractor shall maintain a file of emergency contacts for staff member which shall include the names, addresses, telephone numbers, and locations where such contacts can be reached.

ARTICLE IX MISCELLANEOUS

Section 9.01 Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify or add to the interpretation or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

ARTICLE X SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE

Section 10.01 Availability of supportive services and technical assistance. At its sole discretion, the Department may provide, either directly or through its designee, technical assistance to Contractor in such areas as: (1) program planning, development, coordination and dissemination of information; (2) preparation of reports and materials required by the Department and/or other governmental entities with jurisdiction over Contractor's activities relating to the operation of services funded through this Agreement; (3) compliance with applicable laws, regulations, guidelines and administrative memoranda; and/or (4) issues or matters affecting Contractor's performance under this Agreement.

- A. From time to time Contractor shall be required to attend such supportive services and technical assistance at the written request of the Department.

Section 10.02 Training. At its sole discretion, the Department may provide, either directly or through its designee, at the time of an identified need, training/technical assistance to Contractor's employees and Board members, relating to the management and operation of the program funded through this Agreement. If training and/or technical assistance is identified as a need and is thus made available, Contractor must commit appropriate employees and board members to attend/participate at training sessions, as instructed by the Department or its designee. Failure to do so may negatively affect Contractor's performance rating and result in corrective action.

Section 10.03 Disclaimer. The technical assistance and training which the Department, in its sole judgment, may provide to Contractor shall not be construed to be a condition precedent to

Contractor's obligation to provide the services funded through this Agreement in accordance with Exhibit A.

ARTICLE XI BREACH AND REMEDIES

Section 11.01 Material Breach. Each of the following actions and omissions on the part of the Contractor shall constitute a material breach of this Agreement:

- A. Contractor's failure to perform the Services in any material respect, including, without limitation, any failure to abide by the general principles set forth in Article 3 or the Operating Plan.
- B. Contractor's failure to achieve Performance Targets to a material degree and/or on a recurring basis.
- C. Contractor's material failure to comply with any of its representations or warranties hereunder.
- D. Contractor's material failure to comply with any the Department's policies and procedures, including reporting and other deadlines and time limits.
- E. Contractor's intentional or negligent reporting of materially false performance data, expenditure, or other information, or other intentional or negligent misrepresentation.
- F. Contractor's material failure to pay any costs for which the Contractor is responsible in connection with the Services as and when payable, beyond any applicable cure and/or grace period.
- G. Any other material failure to comply with the terms and conditions of this Agreement.

Section 11.02 The Department's Remedies. In the event of any material breach of this Agreement by the Contractor, the Department shall have the right to exercise the following remedies, as applicable, in addition to any other rights or remedies the Department may have under this Agreement or at law:

- A. Suspension of Payments. The Department shall have the right to suspend or withhold payment to the Contractor in whole or in part.
- B. Recoupment of Funds. The Department shall have the right to demand recoupment of payments to which the Contractor was not entitled.
- C. Termination. The Department shall have the right to terminate this Agreement upon ten (10) days written notice to the Contractor in accordance with Appendix A, Article 10, Termination, Default and Reductions in Funding.

Section 11.03 Contractor Remedies. In the event of any material breach of this Agreement by the Department, the Contractor shall have all rights and remedies as may be available to it under this Agreement or at law.

ARTICLE XII ENTIRE AGREEMENT

Section 12.01 This Agreement consists of several parts that constitute the entire Agreement between the parties with respect to the subject matter thereof: Part I, Part II, and Part III. In the event of a conflict among and between the terms and conditions of Part I, Part II, and Part III, the governing order shall be as follows: Part II, Part I, Part III.

Section 12.02 Part II. The attached Appendix A, 'General provisions Governing Contracts for Consultants, Professional and Technical Services' is incorporated and made a part of this Agreement.

Section 12.03 Part III. Exhibits, A, B, C, D and E are incorporated and made a part of this Agreement.

Section 12.04 Order of Priority of Exhibits. In the case of any express or implied conflicts among the exhibits to this Agreement, the exhibits shall control in the following order of priority: first, Appendix A and Exhibits G through L, then Exhibits A through F.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**NEW YORK CITY DEPARTMENT
OF SMALL BUSINESS SERVICES**



Andrew Schwartz
First Deputy Commissioner

2/11/11

Date



DB GRANT

Vendor Name:
Title: SR. VICE PRESIDENT

2/11/11

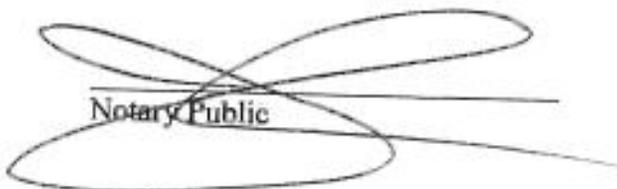
Date

NOTARY PAGE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On 2/11, 2011, before me personally came Andrew Schwartz known to me, to be the 1st Deputy Commissioner of the Department of Small Business Services of The City of New York, and the same person who executed the foregoing instrument; and he/she acknowledged that he/she executed the foregoing instrument on behalf of the City of New York as said 1st Deputy Commissioner pursuant to authority vested in him/her.

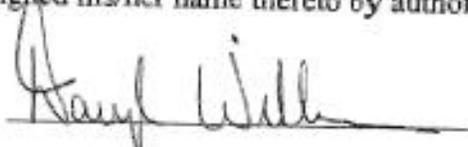
JUNG CHOI
Notary Public, State of New York
No. 01CH6203881
Qualified in Kings County
Commission Expires 4/13/13


Notary Public

(Stamp)

STATE OF NEW YORK)
) ss.:
COUNTY OF New York)

On 2/11, 2011, before me personally came Diane Edelson, known to me, who, being sworn by me, deposed and said that he/she resides at 60 Hudson Ave Street, _____, New York; that he/she is the president (or other officer or director or attorney in fact) of D3 Grant, Inc., the corporation described in and which executed the above instrument; that he/she signed his/her name thereto by authority of the board of directors of the corporation.


Notary Public

DARYL L. WILLIAMS
Commissioner of Deeds
City of New York No. 4-5304 (Stamp)
Certificate Filed in New York County
Commission Expires Nov. 20, 2012

TAX AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder 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 obligations to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to received public contracts except:

Full name of Proposer or Bidder: DB GRANT ASSOCIATES

Address: 60 MADISON AVE, Ste 704

City State Zip Code: NEW YORK NY 10016

CHECK ONE 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 133961389

By Dina Edler
Signature

SR. VICE PRESIDENT
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 of businesses which seek City contracts."

CORPORATION COUNSEL CONTRACT APPROVAL

Agency DSBS

E-PIN 80111P0009003

Contractor DB GRANT ASSOCIATES, INC

Approved as to form

Certified as to legal authority

Electronically Signed By HOWARD FRIEDMAN

Date 02/01/2011 15:42

Acting Corporation Counsel

PART II

APPENDIX A

**General provisions Governing Contracts for Consultants, Professional
and Technical Services**

APPENDIX A

**GENERAL PROVISIONS GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES**

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APPENDIX A

**GENERAL PROVISIONS GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES**

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

D. "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" shall mean the Comptroller of the City of New York.

G. "Contractor" shall mean the entity entering into this Agreement with the Department.

H. "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" shall mean the City agency that has entered into this Agreement.

J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal

interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

D. Except as provided in Paragraph E below, the Contractor's employees and members of their immediate families, as defined in Paragraph F below, may not serve on the Board of Directors of the Contractor ("Board"), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

E. If the Board has more than five (5) members, then Contractor's employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees and members of their immediate families are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

F. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars (\$1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor's total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Section 2.03 Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for

public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars (\$50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency

shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars (\$5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars (\$5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars (\$25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the

City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days' written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Section 4.06 Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly

or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars (\$100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars (\$100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

**ARTICLE 5 - RECORDS,
AUDITS, REPORTS, AND INVESTIGATIONS**

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term "person" as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term "entity" as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term "member" as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the

costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

**ARTICLE 6 - COPYRIGHTS,
PATENTS, INVENTIONS, AND ANTITRUST**

Section 6.01 Copyrights

A. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the City. The Department may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the Department and set forth in the license.

C. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed under this Agreement.

F. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-

exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise

from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Department, and shall be "occurrence" based rather than "claims-made."

B. Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 20 10.

C. The Contractor shall ensure that each subcontractor adds the City, together with its officials and employees, as an Additional Insured under all Commercial General Liability Insurance policies obtained by a subcontractor covering work performed by such subcontractor under this Agreement with coverage at least as broad as the most recently issued ISO Form CG 20 26.

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as ISO Form CA0001, ed. 10/01.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

F. All insurance policies required pursuant to Sections 7.02 and 7.03 shall contain an endorsement requiring that the issuing insurance company endeavor to provide the City with advance written notice in the event such policy is to expire or be cancelled or terminated for any

reason, and to mail such notice to both the Commissioner, New York City Department of Small Business Services, 110 William St., New York, NY 10038, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007. Such notice is to be sent at least (30) days before the expiration, cancellation or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

Section 7.08 Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

1. C-105.2 Certificate of Workers' Compensation Insurance;
2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or
5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner [insert Agency name and appropriate address], and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Agreement (including notice to Commercial General Liability Insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) Days after such event. Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged, or lost. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as ISO form CG 20 26.

**ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY
AND INDEMNIFICATION**

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

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

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable

staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially

involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:

- a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
- b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
- c. a criminal violation of any state or federal antitrust law;
- d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
- f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

C. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default pursuant to this Section. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Commissioner shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Commissioner may, in his or her discretion, provide for such

opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

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

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;
3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;
4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and
5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in

accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at <http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for the Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the

Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars (\$25,000) and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. **Agency Head Inquiry.** The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. **Agency Head Determination.** Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. **Finality of Agency Head Decision.** The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. **Presentation of Dispute to the Comptroller.** Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. **Time, Form, and Content of Notice.** Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. **Agency Response.** Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material

submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

No claim shall be made by the Contractor against any officer, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

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

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. **Participating Agencies.** Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. **Distribution of Voter Registration Forms.** In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms

shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. Assistance in Completing Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. Required Statements. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) 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.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Access to Public Health Insurance Coverage Information

A. **Participating Agencies.** Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health

and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. **Applicability to Certain Contractors.** This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of \$250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. **Distribution of Public Health Insurance Pamphlet.** In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the

commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. Non-applicability to Certain Services. The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

AFFIRMATION

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contract except _____.

Full name of Proposer or Bidder *[below]*

Address _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

- B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

- C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By _____
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 or proposers on City contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer'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 seeking City contracts.

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this
____ day of _____, 201_

NOTARY PUBLIC

PART III

EXHIBIT A

SCOPE OF WORK

The Scope of Work represents the fundamental services provided by a Workforce1 Career Center contractor, in accordance with federal, state, and DSBS regulations and guidelines. Detailed expectations are defined by relevant DSBS policies.

General Principles. The Contractor acknowledges and agrees that its performance of the Services herewith shall adhere to and reflect the general principles as required by WIA.

Job seekers must get access to one of the following Core Services:

Intake

- Customer greeting services
- Respond to customer inquiries in all formats
- Collection and data input of Customer Information Form

Center Facility

- Ample jobseeker resources, including a reception area, technology (kiosks, computer labs, printers, copiers), and meeting rooms
- Minimum weekly operating hours include:
 - Monday, Tuesday, Thursday, Friday: 9:00AM – 5:00PM
 - Wednesday: 9:00AM – 8:00PM

Orientation

- Sessions held regularly to introduce and explain resources available to customers. (Voice-Over on Demand) or Online on Demand)
- Provision of information about non-discrimination, equal opportunity, and grievance procedures.

Assessment and Eligibility Determination

- Preliminary assessment of a customer's skill levels, work experience, interests, job readiness, and supportive services needs.
- Development of an Individual Employment Plan to assist jobseekers with specific training needs and wanting access to Individual Training Grants
- Determination of Workforce Investment Act program eligibility

Jobseeker Services

- *Resource Room:* Consistently accessible computer lab providing, at a minimum:

- Labor market information
- Job postings
- Communications equipment
- Job search resources
- *Pre-Employment Workshops:* On-site, regularly occurring short-term pre-employment services, including resume creation, interview skills preparation, and computer literacy.
- *Career Advisement.*
- *Job Placement:*
 - Pre-interview screening and matching with available opportunities developed by the center or other centers within the Workforce1 system.
 - As appropriate, recruitment of qualified candidates through external sources to efficiently meet employer requirements.
- *Career Advancement:* Where appropriate, intensive career counseling and strategies for employed individuals seeking promotions or new employment.
- *Outbound referrals:*
 - Referrals for supportive services.
- *Occupational Training:*
 - Act as a neutral broker in administrating Individual Training Grant application process by facilitating customer's choices of employment goal, occupational research, and training provider research through the NYC Training Guide.
 - Weekly approval of Individual Training Grant vouchers for qualified customers
 - Provision of information about additional sources of federal and state funding for education and training
- *Language Access:* Provision of translation services and referral to Community based organizations for customers with limited English proficiency

Employer Services

- Utilizing the NYC Business Solutions brand and all accompanying policy guidance to develop relationships with employers for the purposes of referring qualified candidates for job openings
- Coordination with NYC Business Solutions Centers in employer engagement efforts
- Adequate knowledge of all NYC Business Solutions services and referral to appropriate staff as needed

Community Partners

- Development and maintenance of relationships with community-based organizations, faith-based organizations, public libraries, and other entities for the purposes of accepting referrals of candidates for job placement at the center
- Development and maintenance of relationships with organizations for the purposes of referring customers for supportive services.

Priority of Service for Veterans

- In accordance with the Jobs for Veterans Act of 2002, Contractor shall provide veterans and eligible spouses with priority of service, which is defined as:
 - Veterans and eligible spouses receiving access to Services earlier in time than non-veterans and non-eligible spouses.
 - If Services are limited, veterans and eligible spouses receiving access to the Services instead of or before non-veterans and non-eligible spouses.

EXHIBIT B

Annual Operating Plan

Center	Total Employer Commitments per Contract Year	High Wage Placements per Contract Year	Total Placements per Contract Year
Brooklyn	5,100	1,250	5,750

Performance Calculation

Metric	(A) Annual Target	(B) Annual Performance	(C) Percent Achieved [B/A]	(D) Maximum Points	(E) Total Points Achieved [C*D]
Employer Commitments	5,100			35	
High Wage Placements	1,250			35	
Total Placements	5,750			30	
			Total	100	

EXHIBIT C

Program Budget

Price Proposal Form - YEAR 1

Personnel Budget

# of FTEs	Job Title	Average Annual Salary	12 month Cost to Contract	In-kind Contribution	Total Cost
0.10	Dale Grant, President	\$ 303,850.00	\$ 30,385.00		\$ 30,385.00
0.10	Diane Enelson, Sr. Vice President	262,650.00	26,265.00		26,265.00
0.60	Paula Balsey, VP, Center Director	211,150.00	126,690.00		126,690.00
0.40	Deputy Director	100,000.00	40,000.00		40,000.00
1.00	Business Services Coordinator	80,000.00	80,000.00		80,000.00
5.00	Account Managers	65,000.00	325,000.00		325,000.00
2.00	Sourcing Managers	59,000.00	118,000.00		118,000.00
2.00	Call Center Coordinator	50,000.00	100,000.00		100,000.00
1.00	Training Coordinator	62,000.00	62,000.00		62,000.00
1.00	Orientation/Self Assessment Coordinator	48,000.00	48,000.00		48,000.00
1.00	Intake Manager	65,000.00	65,000.00		65,000.00
2.50	CIF Data Entry	42,000.00	105,000.00		105,000.00
2.00	Reception/Security	32,000.00	64,000.00		64,000.00
1.00	Office Manager & Facilities Coordination	51,000.00	51,000.00		51,000.00
1.00	Administrative Assistant	55,000.00	55,000.00		55,000.00
0.50	Strategic Operations Coordinator	98,000.00	49,000.00		49,000.00
0.50	IT Lead	87,500.00	43,750.00		43,750.00
2.00	Partner Coordinator	60,000.00	120,000.00		120,000.00
23.70		Total Wages	\$ 1,508,090.00	\$ -	\$ 1,508,090.00
		Fringe @ 20.00%	\$ 301,818.00	\$ -	\$ 301,818.00
		Total Personnel Cost	\$ 1,810,908.00	\$ -	\$ 1,810,908.00

OTPS Budget

Expense	Cost to Contract	In-kind Contribution	Total Cost
Indirect Cost 10%	\$ 181,091.00	\$ -	\$ 181,091.00
Fee for Profit 10%	181,091.00		\$ 181,091.00
Contracted Cost (subcontract)			\$ -
Facilities including Subcontracts	\$ 947,672.00		\$ 947,672.00
Insurance (Bonding & Liability)	\$ 14,000.00		\$ 14,000.00
Audit	\$ 3,500.00		3,500.00
OTPS:			
Supplies	\$ 62,393.00		\$ 62,393.00
Telephone	75,000.00		75,000.00
Postage	2,500.00		2,500.00
Travel	8,000.00		8,000.00
Printing & Reproduction	40,000.00		40,000.00
Other:			
Advertising/Candidate Recruiting	\$ 20,000.00		\$ 20,000.00
Conferences/Meetings	10,000.00		10,000.00
Dues/Subscriptions	1,200.00		1,200.00
Employee Screening	4,000.00		4,000.00
Equipment Rental - copier & postage machine	15,000.00		15,000.00
Incentives/Stipends	8,000.00		8,000.00
Payroll Service	7,000.00		7,000.00
Computer Services	8,000.00		8,000.00
Recruiting	15,000.00		15,000.00
Record Storage	3,600.00		3,600.00
Staff Training	10,000.00		10,000.00
Hardware Replacements	36,000.00		36,000.00
Software Updates/Replacements	17,500.00		17,500.00
Autare License Agreement	1,000.00		1,000.00
Printer/Encoder License Agreement	1,200.00		1,200.00
Swipe Card Supply	1,500.00		1,500.00
Taxes: NYC 8.75% of profit	15,845.00		15,845.00
Total Other Than Personnel Costs	\$ 361,738.00	\$ -	\$ 361,738.00
Total OTPS	\$ 1,689,092.00	\$ -	\$ 1,689,092.00
Total Personnel Budget	\$ 1,810,908.00	\$ -	\$ 1,810,908.00
Total OTPS Budget	\$ 1,689,092.00	\$ -	\$ 1,689,092.00
Total Budget (Personnel + OTPS) YEAR 1	\$ 3,500,000.00	\$ -	\$ 3,500,000.00

EXHIBIT D

Request for Proposal and Addenda

THE CITY OF NEW YORK
DEPARTMENT OF SMALL BUSINESS SERVICES (the "Agency")

REQUEST FOR PROPOSALS ("RFP")
FOR
JOBSEEKER AND BUSINESS SERVICES AT WORKFORCE1 CAREER CENTERS
PIN #: 801SBS90077

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AUTHORIZED AGENCY CONTACT PERSON

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

Name: Daryl Williams
Title: Agency Chief Contracting Officer
Mailing Address: 110 William Street, 7th Floor
New York, New York 10038
Telephone #: 212-618-8731
Fax #: 212-618-8867
E-Mail Address: dwilliams@sbs.nyc.gov

Printed on paper containing 30% post-consumer material

SECTION I - TIMETABLE

A. Release Date of this Request for Proposals: TBD

All questions and requests for additional information concerning this RFP should be directed to Daryl Williams, the Authorized Agency Contact Person, at:

Telephone #: 212-618-8731 Fax #: 212-618-8867
E-Mail Address: dwilliams@sbs.nyc.gov

B. Pre-Proposal Conference:

- > Date: TBD
- > Time: 2:00 to 4:00
- > Location: TBD
- >

Attendance at the pre-proposal conference is optional but strongly recommended. Due to space limitations, no more than two (2) representatives of each organization may attend the conference.

C. Site Visit

The Agency will not conduct any site-visits of the existing Workforce1 Career Centers that are the subject of this RFP. However, each Center is accessible to the public during regular business hours. The location and hours of operation of each Center are listed below:

- Bronx - 358 East 149th Street - M & F, 8:30am-5pm; Tu-Thurs, 8:30am-8pm; 1st & 3rd Sat. of the month, 10am to 3pm.
- Brooklyn - 9 Bond St., 5th Floor - M & F, 9am to 5pm; Tu-Thurs, 9am-8pm; 1st & 3rd Sat. of the month, 10am to 3pm.
- Queens - 168-25 Jamaica Ave., Jamaica, 2nd & 3rd Floors - M & F, 8:30am-5pm; Tu-Thurs, 8:30am-8:00pm; 1st & 3rd Sat. of the month, 10am to 3pm.
- Staten Island - 120 Stuyvesant St (beginning 2010) 3rd Floor - M & F, 8:30am-5pm; Tu-Thurs, 8:30am to 8:00pm; 1st & 3rd Sat. of the month, 10am to 3pm.
- Upper Manhattan - 215 West 125th Street, 6th Floor - M & F, 8:30am-5pm; Tu-Thurs, 8:30am-8:30pm; 1st & 3rd Sat. of the month, 10am to 3pm.

D. Proposal Due Date, Time and Location:

- > Date: TBD
- > Time: 2:00 p.m.
- > Location: Proposals shall be submitted to the attention of
Daryl Williams, Agency Chief Contracting Officer
NYC Department of Small Business Services
110 William Street, 7th Floor
New York, New York 10038

Proposals must be hand-delivered. Submission by any other method will not be accepted by the Agency.

Proposers are advised that the agency may be unable to respond to questions submitted later than two weeks prior to the Proposal Due Date. In accordance with Section 3-03(f)(5) of the PPB, the Agency will consider requests made to the Authorized Agency Contact Person to extend the Proposal Due Date and Time

prescribed above. However, unless the Agency issues a written addendum to this RFP which extends the Proposal Due Date and Time for all proposers, the Proposal Due Date and Time prescribed above shall remain in effect.

E. Anticipated Contract Start Date: **October 1, 2010**

SECTION II – SUMMARY OF THE REQUEST FOR PROPOSALS

A. Program Overview

In 2003, Mayor Michael R. Bloomberg transferred the New York City's Workforce Investment Act (WIA)-funded adult workforce development programs to the Department of Small Business Services ("Agency" or "SBS"). By doing so, Mayor Bloomberg linked workforce development with business needs and capitalized on New York City's strengths: more than 200,000 dynamic small businesses, hundreds of neighborhoods with distinct cultural and economic characteristics, and a diverse labor force of well over 3 million people. Five years later, as an integral driver of the City's economic development strategy, the WIA-funded One-Stop Career Centers ("Workforce1 Career Centers") fulfill business customers' hiring and training needs by finding, preparing, and placing the most qualified individuals in their job opportunities. The main tasks of the Workforce1 Career Centers include screening, matching, and placing qualified New Yorkers in good jobs; helping companies grow through access to skilled labor, and providing high quality services to jobseeker customers that are informed by a deep understanding of employer needs in particular sectors and directly lead to employment.

It is in this business-driven spirit that SBS, in partnership with the City University of New York and the New York State Department of Labor, and under the guidance of the New York City Workforce Investment Board, currently manages ten Workforce1 Career Centers across the City: seven One-Stop Career Centers and three specialized centers. There is one center each in Upper Manhattan, Brooklyn, and Staten Island. There are two centers each in the Bronx and in Queens. In addition to the One-Stop Career Centers there are three specialized Workforce1 Career Centers that focus in specific economic sectors and are funded partially or completely by city tax-levy funds: the Workforce1 Transportation Career Center in Queens, the Workforce1 Healthcare Career Center in Queens, and the Workforce1 Manufacturing Career Center in Brooklyn. The Workforce1 Career Centers served over 100,000 New Yorkers in 2008 and have achieved over 90,000 job placements since 2004. For reference purposes only, the table below represents 2009 Workforce1 One-Stop Career Center systemwide performance:

Center	Unique Customers Served	Job Placements	Annual Operating Budget
Bronx [†]	40,253	5,617	\$3.08 million
Hunts Point (Bronx)	7,002	1,030	\$1.13 million
Brooklyn [†]	23,541	4,120	\$4.53 million
LaGuardia (Queens)	11,810	2,699	\$1.98 million
Queens [†]	36,466	5,658	\$4.72 million
Staten Island [†]	8,578	2,167	\$1.63 million
Upper Manhattan [†]	31,843	3,837	\$3.61 million

[†]Locations included in the competitions described on Page 5.

Building on the successes achieved from 2004 through 2009, SBS is seeking to advance the Workforce1 system as contracts for the Bronx Center on 149th Street, Upper Manhattan, Queens, Staten Island, and Brooklyn expire in 2010. After five years of operation in the largest Workforce Investment Area in the country and a relentless focus on fulfilling Mayor Bloomberg's business-driven mandate, SBS is laying the foundation for a dramatic increase in the quality of job opportunities achieved for New Yorkers beginning in 2010. This RFP to award up to five Workforce1 Career Center contracts denoted by asterisks above. This RFP coincides with the improvement of an entire Career Center system that, at its core, better understands

business demands and then tailors jobseeker services to successfully prepare and connect candidates to jobs that offer opportunities for career advancement in high growth or high demand occupations. This progression defines the business demand-driven model, and a significant commitment to connecting New Yorkers to higher quality job openings marks the future of SBS's approach to integrating workforce and economic development. For a description of the SBS model, please see Appendix 4.

B Purpose of the RFP

The Agency seeks appropriately qualified contractors, or collaborations between no more than two appropriately qualified contractors for a single center, to directly provide employment-related services to businesses and jobseekers at up to five distinct locations.

A fundamental function of the Workforce1 system, Employer Services provided at the Workforce1 Career Centers include, but are not limited to, direct hiring assistance, logistics and planning support for recruitment opportunities, linking businesses and their employees to training opportunities, and additional services that help New York City business start, operate, and expand.

Jobseeker Services provided at the Workforce1 Career Centers include, but are not limited to, workforce preparation, professional development, job search, jobseeker assessment and screening, matching, career advancement services, placement services, jobseeker retention services, and other workforce development activities.

C. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be for three (3) years with options to renew up to three (3) years. The Agency reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew, if any.

D. Competitions

As listed below, the RFP comprises five (5) separate competitions: one competition each for centers in Bronx, Brooklyn, Manhattan, Queens, and Staten Island. The Agency reserves the right to award contracts for fewer than five (5) centers.

Competition	Center
1	Bronx
2	Brooklyn
3	Queens
4	Upper Manhattan
5	Staten Island

Locations presently exist for all centers in the competition, as described in Section (I) (C). For Competition 2 (Brooklyn), Competition 3 (Queens), and Competition 5 (Staten Island) no alternative locations will be considered. For Competitions 1 and 4, the Agency will consider proposals that utilize the present location or an appropriate alternative location to the current program site, provided the Proposer demonstrates both the suitability of the alternative program site and their control of such site. (See Section IV (6)).

Proposers may submit proposals for more than one competition. However, a complete and separate proposal must be submitted for each competition. In the case that a proposer is eligible for an award of more than one Center, the Agency reserves the right to determine, based on the proposer's demonstrated organizational capability and capacity to provide the services and the best interest of the City, respectively, how many and for which location(s) the proposer will be awarded a contract. Proposers may only include a single location per competition.

E. Anticipated Maximum Available Funding

The Agency anticipates that the maximum three (3) year funding available for all five competitions will not exceed forty two million dollars (\$42,000,000).

The Agency anticipates that the annual maximum operating budget for each contract awarded will be as follows:

Competition	Borough	Anticipated Maximum Annual Operating Budget
1	Bronx	\$3.0 million
2	Brooklyn	\$3.0 million
3	Queens	\$3.0 million
4	Upper Manhattan	\$3.0 million
5	Staten Island	\$2 million

The final total allocation amounts depend on the availability and apportionment of funds and are subject to change. The Agency reserves the right to modify the allocations for each competition in the best interests of the City. The Agency reserves the right to award more or less than the full amount of funding requested by the proposers. Proposers should not exceed the anticipated maximum annual operating budget in their responses.

Greater consideration will be given to proposers that demonstrate successful experience providing workforce preparation, job search, job placement services, retention and advancement services, and/or other workforce development services to 2,500 or more different people for at least one year out of the last three years.

The majority of funding will come from the Agency's allocation of federal Workforce Investment Act ("WIA") funds. As such, proposals must fully comply with WIA rules and procedures. Information regarding the Workforce Investment Act can be found here: <http://www.dolsta.gov/USWORKFORCE/WIA/act.cfm>

F. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this RFP will be based on a combination of line-item budget reimbursement and performance-outcome payments (i.e., specific milestone payments tied to outcomes) pursuant to a budget approved by SBS. A certain percentage of the budget (not to exceed thirty percent (30%)) shall be retained as the performance-based component of the budget and released upon milestone achievement. However, the Agency the right to select any payment structure that is in the City's best interest. No payments shall be made nor funds applied to other uses. All contract payments are subject to audit.

Contractors shall comply with Procurement Policy Board rules on Fee for Profits (for-profit providers), Indirect Costs (non-profit providers), and subcontracting, as applicable. The payment of subcontractors will be permissible, but all proposed subcontractors must have a clear connection to service delivery requirements described in Section III.

SECTION III - SCOPE OF SERVICES

A. Agency Goals for this RFP

The Agency is seeking up to five contractors or unique collaborations between two contractors per competition to provide employer and jobseeker services in a manner consistent with linking the City's workforce and economic development initiatives.

B. Agency Assumptions Regarding Contractor Approach

The following areas represent the Agency's assumptions regarding which approach will most likely achieve the goals and objectives set out above:

1) Contractor Qualifications

a. General Principles

- The contractor should have at least three years successful experience implementing a business-driven approach to workforce development, defined as closely understanding and meeting the needs of businesses by connecting jobseekers to available opportunities.
- The contractor should have the ability to develop relationships with businesses and provide them with a suite of services, including jobseeker recruitment and screening.
- The contractor should have at least three years demonstrated successful experience in providing jobseeker services.
- The contractor should have successful experience providing jobseekers with basic job-readiness preparation, including interview and resume preparation, computer literacy, and assessment for training, in both workshop and one-on-one formats.
- The contractor should have the ability to provide outreach and job placement services to the residential population of the community in the borough where the Workforce1 Career Center is located.

b. Technology Requirements

All Workforce1 Career Centers require information technology systems and tools to effectively deliver jobseeker and employer services and capture, store and synthesize customer and service data required to support management decision-making.

Operations and Case Management System

Employer and jobseeker data is entered into the Agency's operations and case management systems via direct data entry by staff or via the uploading of data through the scanning of an encoded customer card at service consumption locations. The Agency requires that all centers use its systems as they support most workforce development service delivery activities.

Scan Card System Purchases and Maintenance

Service tracking is accomplished through scan cards assigned to each customer. There are responsibilities associated with maintaining these systems and their equipment components. The contractor will be responsible for paying for and providing system elements such as scanning equipment and cards made available to customers.

Technology Requirements

The selected contractor will be required to maintain and bolster the hardware, software, telecommunications connections, and technology infrastructure required to support all necessary workforce development information technology tools and systems. Required components include:

- High speed internet connectivity
- Management of a VPN connection to Agency systems
- Email
- Local network resources
- Sufficient and reliable hardware (computers, printers, monitors)
- Sufficient and reliable software for jobseekers and staff (MS Office, etc.)
- Appropriate security/antivirus protection for jobseeker and staff computers

c. Staffing Requirements

Centers would utilize innovative staffing structures and incentive plans to promote collaboration and increased efficiency, and achievement of goals. Compensation would be sufficient and appropriate for quality staff at all levels. Personnel costs would primarily be incurred in support of on-site service delivery at the center.

The following descriptions represent required contractor staff positions, with one each required at every center. The Agency will participate actively in the selection of these positions, either as part of this competition or after contractor selection.

Center Director

The Center Director leads both long-term strategy and daily operations of a Workforce1 Career Center. The Center Director is responsible to lead and champion significant operational improvement projects to enhance Center performance. The Center Director is responsible for creating a culture of strong customer service towards businesses and jobseekers by empowering staff to achieve goals while constantly innovating and improving service delivery and Center operations.

Strategic Operations Coordinator

The Strategic Operations Coordinator is dedicated to supporting and improving a Workforce1 Career Center's operations, data capture, customer flow, and report writing and generating capabilities. The Strategic Operations Coordinator ensures that customer flow, service delivery, and data management are conducted consistently, efficiently, and effectively.

Career Advisor Coordinator

The Career Advisor Coordinator manages a team of Career Advisors who assess jobseekers for job preparation services. In particular, the team aims to connect jobseekers to occupational skills training that will provide the skills needed to gain employment. This team is also responsible for reengaging those customers for job placement after training completion.

Business Services Coordinator

The Business Services Coordinator is responsible for a team of Account Executives who manage employer relationships. The team is responsible for direct placement of job seekers and ensuring

employer needs are met during the hiring process. Additional responsibilities include researching prospective target employers with high-volume hiring needs, and developing, cultivating and maintaining relationships with key employers.

Partner Coordinator

The Partner Coordinator builds relationships with community based organizations to extend the reach of the Workforce1 Career Center. The Partner Coordinator builds a strong understanding of partner organizations and develops appropriate strategies to connect job ready candidates to the opportunities available at the Workforce1 Career Center.

Information Technology Lead

The Information Technology Lead is responsible for the management of all center technology systems and networks.

2) Service Levels

- The contractor should demonstrate that it has provided - as the lead organization of a network of affiliated or associated organizations - workforce preparation, job search, job placement services, retention and advancement services, and/or other workforce development services to 2,500 or more different people for at least one year out of the last three years.
- Section II (A) and Appendix 2 provide information about typical customer traffic and performance expectations for each existing center.

3) Hours of Operation

All centers, at a minimum, must be operational according to the following schedule:

- Monday and Friday: 9AM to 5PM
- Tuesday through Thursday: 9AM to 8PM
- Saturday: 10AM to 3PM

4) Target Populations

Workforce1 Career Centers are a universal, user-friendly focal point for a full range of Jobseeker Services. A fundamental operating principle of the Workforce1 Career Centers is that they are open and accessible to anyone over 18 years old. As such, the Workforce1 Career Centers serve a diverse range of jobseeker customers, including non-English speakers and individuals with disabilities.

Generally, Workforce1 customers can be grouped into at least four categories:

- (1) *Those ready for immediate placement.* These customers recently became unemployed, have completed employment preparation, or are looking to build on successful work experience.
- (2) *Those who are ready for promotion or career upgrade.* These customers are employed and seeking to leverage their work experience in support of the next step in their career, or are seeking training or coaching to help advance.

- (3) *Those who are close to being ready for immediate placement.* These customers require on site services or occupational training to become ready for placement.
- (4) *Those who have significant barriers to employment and are not job ready.* These customers are likely best served by longer-term engagements and often through referrals to partner organizations.

In accordance with the Jobs for Veterans Act of 2002, the Workforce1 Career Centers also provide veterans and eligible spouses with priority of service, which is defined as:

- (i) veterans and eligible spouses receiving access to services earlier in time than non-veterans and non-eligible spouses
- (ii) if services are limited, veterans and eligible spouses receiving access to the service instead of or before non-veterans and non-eligible spouses

Contractors should have staff able to serve a diverse range of jobseekers, including those that fall within each of the above four categories.

5) Employer Services and Strategies

a. General Principles

- The contractor would employ business development strategies that demonstrate an understanding of the most promising employment opportunities in the borough where the Workforce1 Career Center will be located and the City as a whole
- The contractor would embrace and utilize labor market information and business information services to ensure their strategies are properly informed.
- The contractor would embody a business-driven approach, where a deep understanding of employer needs is the first step to successful job placement services.
- The contractor would possess an in-depth understanding of employer hiring requirements and jobseeker attributes that lead to placement and retention
- The contractor would build employer relationships over a targeted group of sectors, offering of a variety of employment opportunities that expand beyond entry-level positions and represent the engagement of employers offering opportunities across multiple wage levels.

b. Employer Engagement through NYC Business Solutions

NYC Business Solutions is a suite of services operated by the NYC Department of Small Business Services that helps businesses start, operate, and expand in New York City. NYC Business Solutions serves as a single point of contact for businesses seeking assistance from the Contractor in meeting their labor force needs. Contractors would engage all employers through the NYC Business Solutions brand. See Appendix 6 for a description of NYC Business Solutions services.

The primary NYC Business Solutions services offered by Workforce1 contractors include:

- *Recruitment:* Meet the hiring needs of identified large employers through targeted recruitment, preparation, and matching of jobseekers. A majority of NYC Business Solutions recruitment services are targeted at employers who have ten or more openings at a time.
- *Location Opening Services:* In support of the Agency's economic development goals, and as a route towards achieving a high volume of job placements, a portion of business development activities target employers that are opening new locations. Contractors would provide logistics planning and

event management to businesses opening new locations in addition to hiring and screening services for new employees.

c. Coordination with NYC Business Solutions Centers

NYC Business Solutions Centers are a significant business engagement arm of the Workforce1 Career Center system. Recruitment services for small and medium-sized businesses are frequently delivered through NYC Business Solutions Centers, which are alternatively procured centers overseen by the Agency that provide small businesses with a comprehensive array of services including access to incentives and procurement opportunities, minority- and women-owned business certification, assistance with financing and real estate needs, navigating government, workforce development and legal assistance.

The selected contractor will be expected to find appropriate candidates for job orders developed by an affiliated NYC Business Solutions Center. Each center will be expected to directly work with the NYC Business Solutions Center located in its borough to provide qualified candidates for job orders. The selected contractor will also be expected to sell and connect business customers with NYC Business Solutions services. Information about NYC Business Solutions services and centers is available at www.nyc.gov/nycbusiness.

d. Strategies

The contractor would employ the following strategies to meet employer needs and achieve significant numbers of job placements.

- *Target Sectors:* The Agency expects that a portion of jobseeker placement efforts will fulfill employer needs within specific economic sector(s). A sector-specific approach is a natural extension of the Agency's business-driven strategy, allowing centers to fully understand employer needs within particular industries and prepare and connect jobseekers that most efficiently and effectively match demand. Traditional target sectors include Retail Trade, Finance and Insurance, Information, Accommodations/ Food Service, Professional Services, and Healthcare and Social Assistance, but may include additional sectors.
- *Target Wages:* Using wage level as a proxy for job quality, centers would pursue business development opportunities that result in a minimum number of placements above a specified standard. The Agency determines this methodology and target annually. For context purposes only, the Workforce1 Career Centers achieved 2,580 job placements with wages of \$15 an hour and above in 2009. These targets may change on an annual basis as determined by the Agency.
- *NYC Business Solutions System wide Account Management:* Centers are expected to maximize the number of employer openings filled by Workforce1 Career Center customers. Sometimes, this is best supported by coordination between multiple Workforce1 Career Center customers, where one center serves as the main liaison with a particular employer (the "Lead Center") and several additional centers ("Participating Centers") contribute qualified candidates to meet an employer need. The Agency expects each center in the Workforce1 system to serve as Lead Centers and Participating Centers.
- *Business Development and Jobseeker Placement Plan:* The Agency expects that all Workforce1 Career Centers, in consultation with Agency staff, submit a quarterly plan that describes employer engagement and jobseeker recruitment efforts. This plan is generally revisited by Agency staff on a monthly basis to track progress and help define necessary adjustments.

6) Jobseeker Services and Strategies

a. General Principles

- The contractor would use strategies that directly link jobseekers to available employment opportunities, including utilization of walk-in customers and direct marketing
- The contractor would rely on the latest labor market information to ensure that jobseekers are equipped with skills and experience required of employers in targeted sectors. Labor market information would also be used as a vehicle to proactively address skill gaps and prioritize the use of resources.
- The contractor would utilize the Community Partner Network, an Agency-led initiative designed to connect clients of community-based organizations with employment opportunities through the Workforce1 Career Centers.
- The contractor would provide employment preparation and matching directly linked to articulated employer needs.
- Through the provision of in-house services and partnerships with local community based organizations, the contractor would provide job-readiness preparation for jobseekers with skill gaps
- The contractor would deliver retention and career advancement services to help newly placed customers successfully navigate career pathways

b. Mandated Jobseeker Services

As mandated under WIA, Jobseeker Services are divided into three categories:

(i) Core Services

- Orientation to all the services available in the Workforce1 Career Center
- Front desk services, including reception and intake services
- Eligibility determination for WIA services and other workforce programs
- Access to job banks and job search assistance
- Initial assessment
- Information about education and training service providers
- Information about the New York City labor market

(ii) Intensive Services

- Referral for job placement
- Comprehensive assessment
- Individual employment planning
- Individual career counseling
- Resume development assistance
- Interview preparation
- Short-term job-readiness and pre-vocational workshops
- Follow-up services to enhance job retention

- **Advance at Work**, a Workforce I program that provides advancement services to selected employed participants, including career coaching and connection to work supports. See Appendix 3 for more details.

(iii) Access to Training Services

- Assess candidate need and readiness for third-party training, primarily via Individual Training Grants (ITGs) that fund occupational training at approved training providers (these grants are vouchers funded by WIA)¹
- Engage customers after the completion of training to help increase the supply of higher skilled individuals available to meet employer needs.
- Provide information about and connections to occupational skills training, including customized and on-the-job training and skill upgrades, retraining through government, referrals to community based organizations for supportive services, and private partners
- Advice regarding selection of appropriate training and training providers using the NYC Training Guide (www.nyc.gov/trainingguide), the Training Provider Report Card, benchmarks and feedback tools

C. Agency Assumptions Regarding Performance-Based Payment Structure

The contract awarded through this RFP will be an expense reimbursement contract, with a percentage of total budget retained until specific performance outcomes are met. It is anticipated that the percentage of the budget retained for the performance-based component will not exceed thirty percent (30%) of the total contract value. It is anticipated that the contractor will be able to access performance-based reimbursements upon achievement of a number of milestones, which have historically included the following:

- **Total Job Placements** - the number of all customers placed in jobs divided by the quarterly target. The contractor will be paid up to 100 percent of the milestone value based on what percentage of the quarterly placement target is achieved. The quarterly placement target will be determined through negotiations with the Agency on an annual basis.
- **General Employment Retention** - the percentage of validated customers who are employed two quarters after placement and/or data entry date (validation rosters are drawn by data entry date, not job start date). The contractor will be paid up to 100 percent of the milestone value based on what percentage of the quarterly retention target is achieved.
- **Employer Specific Retention** - the percentage of validated customers who are employed two quarters after placement and/or data entry date with the same employer. The contractor will be paid up to 100 percent of the milestone value based on what percentage of the quarterly retention target is achieved.

¹ **Individual Training Grants** are individual vouchers given to jobseekers for the delivery of occupational training in growth occupations. Jobseekers have "customer choice" when researching Training Providers who have courses that match their occupational goals. Training Providers who qualify under State and WIB guidelines can be chosen from the Eligible Training Provider List (ETPL) and the Training Grant Report Card – both of which can be accessed on the NYC Training Guide at www.nyc.gov/trainingguide. The Center has the responsibility to ensure that ITGs are the best option for the jobseeker prior to approval.

- **Employer Fulfillment** - the number of all customers placed in jobs with the strategic employers divided by the quarterly target. The contractor will be paid up to 100 percent of the milestone value based on the percentage of the quarterly strategic employer placement target that is achieved. The quarterly placement target will be determined through negotiations with the Agency each quarter.

The Agency reserves the right to change or adjust the aforementioned milestones, or pursue any performance-based payment milestones that is in the best interest of the City. Further, specific goals may be adjusted to reflect changes in the goals established by the New York State Department of Labor for the City, or other government agencies with jurisdiction thereof.

D. Compliance with Local Law 34 of 2007:

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

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information requested in the format below. The proposal should be typed on both sides of 8 1/2" x 11" paper in 12 point font. The City of New York requests that all proposals be submitted on paper with no less than 30% post-consumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection Agency (for any changes to that standard please consult: <http://www.epa.gov/epg/products/printing.htm>). Pages should be paginated. The proposal will be evaluated on the basis of its content, not length.

A. Proposal Format

1. Proposal Cover Letter

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

2. Program Proposal

The Program Proposal is a clear, concise narrative which addresses the following. The preferred length for the Proposal is no more than 30 pages, excluding attachments.

B. Experience

Demonstrate the successful relevant experience of the proposer. Specifically address the following as indicated in Section III of this RFP:

- Describe the proposer's successful experience providing jobseeker services to a high volume of customers and recruiting customers in a given community.
- Describe the proposer's successful experience implementing and delivering a business-driven approach to workforce development.
- Describe the proposer's successful experience developing and implementing strategies to prepare jobseekers for employment in specific industries.
- Describe the proposer's successful experience in employer sales and marketing activities that lead to the development of meaningful employer relationships that result in large, recurring job orders of ten or more.
- Attach a listing of at least two relevant references, including the name of the reference entity, a brief statement describing the relationship between the proposer or proposed subcontractor as applicable, and the reference entity, and the name, title and telephone number of a contact person at the reference entity, for the proposer and each proposed subcontractor, if any. Additionally, include in the references submission any third-party evaluation of the proposer's previous work from a funder or research organization (if applicable).
-

C. Organizational Capability

Demonstrate the proposer's organizational (i.e., programmatic, managerial and financial) capability to provide the work described in Section III. Specifically address the following:

- Demonstrate that the proposer would have the organizational capability to deliver high quality and high volume services under the proposed contract concurrent with the proposer's performance and delivery of its other business, projects and services. Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization.
- If the proposer is participating for multiple competitions under this RFP, specifically address the proposer's organizational capability to administer multiple contracts.
- Demonstrate the proposer's capability to handle levels of customer traffic and job placement consistent with the levels described in Appendix 2.
- Demonstrate, through sources such as a detailed organizational chart, that the proposer has the organizational capability to perform in an efficient, accurate and timely manner the administrative responsibilities related to the delivery of services related to this RFP, including fiscal management, reporting, and records management and retention. Additionally, describe the role organization executives and senior managers will play in the development, implementation and oversight of the center.
- Describe and demonstrate how the proposer currently uses data to support decision-making in existing programs.
- Describe and demonstrate how the proposer currently uses technology applications in the management of existing programs.
- Describe innovative and entrepreneurial approaches utilized by the proposer that were designed to better serve both the business and jobseeker customer of a program, with particular attention towards operational efficiency, employer engagement and service, and jobseeker preparation.
- Attach a copy of the proposer's latest audit report or certified financial statement, or a statement as to why no report or statement is available.
- Demonstrate, through sources such as a detailed listing of all revenue sources, that the proposer has the requisite financial strength and resources to handle the cash flow implications of a performance-based payment contract.

D. Proposed Approach

Describe in detail how the proposer will achieve the principles described in Section III of this RFP and demonstrate that the proposer's proposed approach will fulfill the Agency's goals and objectives. Specifically address the following:

1. General Principles

- Outline the key elements of the proposer's proposed service delivery model.
- Describe and demonstrate the effectiveness of the proposer's strategy to implement a business-driven approach to workforce development. Specifically address how business development efforts will focus in particular economic sectors.
- Describe and demonstrate the effectiveness of the proposer's strategy to use labor market information and business information services to guide center activities. Specifically address the use of this information to assess jobseeker skill needs, locate promising sectors, and obtain a greater understanding of industry standards. Describe which sources of information would be consulted.

- Describe and demonstrate the effectiveness of the proposer's strategy to create relationships with businesses and provide them with qualified job candidates.
- Describe and demonstrate the effectiveness of the proposer's strategy to provide outreach and job placement services to the residential population of the community in the borough where the Workforce1 Career Center is located.

2. Staffing Plan

Demonstrate that the proposer's service delivery strategy is consistent with the available resources by completing a staffing plan. The plan should include specific reference to the positions described in Section III (B) (1) (C). Additionally, the plan should include:

- A clear, condensed listing of job descriptions in bulleted format. For positions in which an employee has already been identified for a specific role, please include a resume.
- The numbers of FTEs for each position/function, differentiating between 100% dedicated staff and shared resources.
- A description of specific incentives that would exist to promote staff collaboration, program efficiency, and achievement of objectives.
- A demonstration of the ability of the proposed staffing plan to meet the needs of a diverse range of jobseekers, including non-English speaking customers and individuals with disabilities.
- Identify each subcontractor, if any, which the proposer expects to, perform any component of center services, together with a description of the nature and scope of services to be performed by each subcontractor.

3. Service Levels

- Demonstrate that the proposer has provided - as the lead organization of a network of affiliated or associated organizations - workforce preparation, job search, job placement services, retention and advancement services, and/or other workforce development services to 2,500 or more different people for at least one year out of the last three years.
- Provide an estimate of the number of jobseekers and employers served, the number of job placements, and the number of individuals trained per year by the proposer.

4. Employer Services and Strategies

The narrative in this section should support the strategies proposed in Appendix 7 and Appendix 8.

a. Target Sectors

Propose specific Target Sector(s) and their appropriate NAICS code²

Provide a rationale for each Target Sector selection that demonstrates that 1) the proposer has experience serving business and jobseeker customers in the Target Sector, and 2) there is business driven demand for

² The North American Industry Classification System (NAICS) is a standard numerical classification system used to group establishments. NAICS codes vary in their level of specificity from 20 broad 2-digit categories known as "sectors" to more than 1,000 6-digit "industries". Among other benefits, using NAICS codes allows for a more precise understanding of employers in particular economic areas. For more information, visit www.census.gov/naics.

entry and mid-level employees in the Target Sector. Evidence of substantial experience should be demonstrated by providing the following (this is a minimum requirement, please include other relevant information that supports the rationale for selecting a Target Sector):

- *Historical number of business served in the Target Sector*
- *Historical number of placements in the Target Sector*
- *Historical wages earned by jobseekers who have been placed within the Target Sector*
- *Established network of community partnerships or training providers that serve the Target Sector(s)*
- *Established network of business relationships in the Target Sector*

Justify rationale through relevant experience and specific labor market information. Indicate specific types of businesses to be targeted in the proposed sector, citing examples when possible. Describe how proposer would use this knowledge to better meet the labor needs of employers within the Target Sector.

b. Target Wages

Please provide a narrative detailing business development approaches, including specific employers, which will be targeted to meet or exceed this target wage standards. Discuss how challenges associated with this target, including appropriate jobseeker supply, training, and appropriate employer engagement, will be overcome.

For the purposes of this proposal only, assume that approximately 25 percent of the Center's job placements will serve employers have openings that pay over \$15 an hour.

c. NYC Business Solutions New Location Opening Services

Describe how the proposer will target employers that are opening or expanding to new locations in New York City. New locations openings are defined as new or existing employer accounts which have ten or more new positions to be filled.

Provide a list of the initial five employers that the Center will target for new location openings services. Describe the Center's strategy for generating awareness of new location opening recruitment services among potential business customers.

d. NYC Business Solutions Systemwide Account Management

- Please describe the Center's strategy for generating prospective business leads that have large-scale and citywide recruitment needs.
- Provide a list of the initial five employers that the Center will target as a "Lead Center".
- Describe the Center's strategy as a "Participating Center".

e. Employer Recruitment Flow Chart

Provide a service flow from a business customer's perspective for a specific employer's recruitment initiative. The diagram should include a breakdown of specific services to be delivered at each step, including employer outreach, pre-screening of jobseekers, interviews, etc.

f. Placement Plan

Please complete Appendix 7: Business Development/ Jobseeker Sourcing Template and Appendix 8: Overall Placement Plan Template. Instructions are provided on the templates. Please read them carefully. These

templates should correspond with the narrative provided above as well as the narrative provided on Target Sectors, Target Wages, New Location Openings, and System wide Account Management.

5. Jobseeker Services and Strategies

The narrative in this section should support the sourcing strategy in the Placement Plan (Appendix 8).

a. Jobseeker Sourcing and Outreach

- Describe the sourcing and outreach strategies that will be used to draw the types of jobseekers needed to fulfill the job placement initiatives identified in the proposer's Placement Plan.
- Using demographic data and other sources, provide an estimate of the percentage of the proposed Center's customer base who are considered job ready (defined as ready for an immediate referral to a job interview), ready for promotion or advancement, nearly job ready (defined as job ready with occupational training and/or minimal preparatory services), and not job ready.
- Provide an overview of the Center's proposed sourcing activities for jobseeker customers. Outreach and sourcing activities are defined as the ways in which the Center reaches out to new or current jobseekers to fulfill job orders beyond one-on-one engagements with Career Advisors and Account Managers. Describe how the Center will use public facing advertisements to recruit new customers.
- Provide an overview of how the Center will engage service veterans and eligible spouses and provide priority of service as defined above in Section III of this RFP.
- Provide a narrative on how the Center will engage community based organizations to fulfill specific job orders. Describe how partners will be identified and assessed to determine the job readiness of their customers and whether they would be good candidates for the employer needs identified in the proposer's Placement Plan. How will the Center provide ongoing feedback to the Community Partner on quality of customer matches to job orders? How will the Center measure the success the engagement with the Community Partner?

b. Jobseeker Preparation

- Describe the key aspects of service delivery needed to prepare jobseekers for the employment opportunities specified in the Placement Plan. As a context for this question, consider the requirements necessary for employment in the specific opportunities identified in the Placement Plan for and the skills and experience of the jobseeker population that the proposer expects to serve in the Workforce1 Center, including jobseekers identified as employment-ready and those who are nearly employment ready.
- Based on the proposer's knowledge of the existing jobseeker customer base and community demographics, identify barriers to employment the proposer expects to encounter most often and the workforce preparation services planned to address each. Address how specific preparation tracks, including employer focused workshops, can be linked to business needs, increasing the competitiveness of customers for particular openings.
- Describe how the Center will ensure training opportunities offered are connected to employment. How will Center staff develop and share knowledge about industries, employment trends, occupational training and career ladders with jobseekers, other centers and SBS? How will this knowledge be utilized as a tool for assessment and placement?
- Describe how the Center will ensure customers are reengaged for job placement and additional Center services after receiving training. At what point after the customer has been referred to training will this occur (e.g. prior to completion of the course, upon completion of the course,

etc)? What tools does the Center use to facilitate customer reengagement? How will the Center measure the success of reengagement with customers?

c. Advancement Services

- Describe and demonstrate the effectiveness of the proposer's approach to re-engaging customers after initial employment and providing career advancement services, including career coaching and connection to work supports.

6) Proposed Alternative Location (if appropriate)

Proposers should provide this information if they are proposing an alternative site to the existing Workforce1 Career Center. **Proposers for competitions 2, 3, and 5 should not provide this information, as alternative locations are not being considered for these centers. Proposers for competitions 1 and 4 only need to provide this information if an alternative location is being proposed.**

Describe the alternative proposed location for the project site. In determining an appropriate location, the proposer should consider that the Workforce1 Career Center is intended to serve both business and jobseeker customers and it is the Agency's expectation that the Center should be in a convenient location to provide easy access to public transportation. Any location submitted for consideration by the proposer must be ADA compliant and have a Certificate of Occupancy prior to commencement of operations of the Workforce1 Career Center pursuant to this RFP. SBS reserves the right to visit a proposed site at any stage of the RFP process.

Proposals should include the following elements:

- The contractor will have to demonstrate a letter of commitment from a landlord for a site of appropriate size and use for the duration of the contract term. A landlord will be permitted to issue a letter of commitment to more than one applicant for the purposes of the RFP.
- Prior to the start of the contract, the selected proposer must demonstrate site control of the location proposed in the application or one that is reasonably comparable. If the location is not comparable, SBS reserves the right to disqualify the selected proposer and select a new one.
- Demonstrate that the proposed site is suitable as a Career Center including a description of how the site will be accessible to businesses and residents of that borough including access to public transportation.
- Location and address, including a map, of proposed site.
- Square footage of the proposed site. Ideal sites will be comparable in size to the existing centers, preferably on one floor. The site should provide adequate space for staff and customers commensurate with the service levels detailed beginning on Page 4 of the RFP.
- Floor Plan of the proposed site.
- The site must be operational during regular center hours, which include expanded hours occurring on Tuesdays, Wednesday, and Thursdays until 3pm and on Saturdays from 10am to 3pm.
- The contractor will provide adequate resource rooms with computers and internet access, as conference rooms and classrooms for orientations, workshops, and employer events.
- In the circumstance that the proposer will lease the proposed site, the proposer would establish terms in the lease to ensure that the lease is transferable to any other provider selected by SBS if the contractor ceases to be the provider of services at the location. In all other circumstances (e.g., the proposer will own the site; the proposer will utilize donated space, etc.), the proposer would likewise

establish a mechanism by which the Career Center would continue to utilize the site during the term of the contract even if the contractor ceases to be the provider of services at the location.

E. Price Proposal

The Price Proposal is the funding request for providing the services described in Section III – Scope of Services. It includes the Price Proposal Summary Form (Attachment B) and the Budget Justification Narrative (preferable page limit: 3 pages).

Please justify and provide a narrative describing how funds would be used to deliver program services. The Agency is primarily concerned with how the proposer will use apportioned funds to deliver services. Specifically, justify the expenses under each major budget category by addressing the points listed below.

Personnel Services

- The Agency anticipates that the majority of contract expenses will be in support of personnel and fringe-related costs. List each position (full time and part time) and salary included in the funding request, and ensure that this list aligns with the Staffing Plan requested above in Section (IV) (D) (2). Be sure to indicate staff members who will be on-site at the center full-time.

Non-staff Services (as applicable)

- List each consultant and subcontractor and associated cost included in the funding request, and explain how you arrived at the cost of their assigned work for the program.
- For each type of service purchased from a vendor, describe the nature of that service, why it is needed for the program, how it will contribute to the goals of this solicitation, and how the costs related to purchasing that service were determined.

Other Than Personnel Services (as applicable)

- For consumable supplies, describe the type and quantity of supplies to be purchased and explain how the costs for these items were determined.
- Explain why each piece of equipment and equipment related expenses are necessary for the proposed program and how it contributes to the goals of this solicitation.
- Describe the space costs, including those involving a rental expense, their importance in the proposed program, and how costs were determined.
- For travel expenses, describe the purpose of the travel and justify the cost.
- For utilities, telephones, and other operational expenses, list each item and how the cost for each item was determined.

F. Acknowledgment of Addenda

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

G. Proposal Package Contents ("Checklist")

The Proposal Package should contain the following materials. Proposers should utilize this section as a "checklist" to assure completeness prior to submitting their proposal to the Agency.

1. A sealed inner envelope labeled "Program Proposal," containing **one(1) original set and five (5) duplicate sets of the documents listed below in the following order:**
 - Proposal Cover Letter Form (Attachment A)
 - Program Proposal Narrative
 - Price Proposal (Attachment B) and Budget Justification Narrative
 - References and Evaluations for the Proposer
 - Resumes and/or Description of Qualifications for Managerial Staff
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
 - Organizational Chart
 - Appendix 7
 - Appendix 8
 - Acknowledgment of Addenda Form (Attachment C)

2. A separate sealed inner envelope labeled "Doing Business Data Form" containing one (1) original set of completed Doing Business Data Form (Attachment E).

3. A sealed outer envelope, enclosing the three sealed inner envelopes. The sealed outer envelope should have two labels containing:
 - The Proposer's name and address, the Title and PIN # of this RFP and the name and telephone number of the Proposer's Contact Person.

 - The name, title and address of the Authorized Agency Contact Person:

**Daryl Williams
Agency Chief Contracting Officer
New York City Department of Small Business Services
110 William Street, 7th Floor
New York, NY 10038**

SECTION V – PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

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

B. Evaluation Criteria

- | | |
|--|-----|
| • Demonstrated Experience | 25% |
| • Demonstrated Organizational Capability | 25% |
| • Quality of Proposed Approach | 50% |

C. Basis for Contract Award

Award selection will be based on the best technically rated proposal. Contracts will be awarded to the responsible proposers whose proposals are determined to be the most advantageous to the City, taking into consideration the criteria which are set forth in this RFP. Within each competition, proposals will be ranked in descending order of their overall technical scores and a competitive range of technically viable proposals will be established. Proposals not within the competitive range will not be further considered. Awards will be based on the highest rated proposals that are technically viable and whose annual cost does not exceed the maximums indicated in Section II(E).

In the case that a proposer is eligible for an award of more than one Center, the Agency reserves the right to determine, based on the proposer's demonstrated organizational capability and capacity to provide the services and the best interest of the City, respectively, how many and for which location(s) the proposer will be awarded a contract.

Comment [WC3]: Delete

SECTION VI - GENERAL INFORMATION TO PROPOSERS

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

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

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

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

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

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

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

H. Budgets Irrevocable. Budgets 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 budgets 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. Charter Section 312(a) Certification.

The Agency has determined that the contract(s) to be awarded through this Request for Proposals will not directly result in the displacement of any New York City employee.

(Assistant Commissioner of Finance)

Date

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



**NEW YORK CITY
DEPARTMENT OF SMALL BUSINESS SERVICES**

REQUEST FOR PROPOSALS FOR

**JOBSEEKER AND BUSINESS SERVICES AT
WORKFORCE1 CAREER CENTERS
PIN: 801-SBS90077**

ADDENDUM No. 1

May 28, 2010

This addendum includes the following information:

- Section I: Changes to the RFP
- Section II: Questions & Answers: Questions Submitted in Writing to the Department of Small Business Services and Answered by DSBS Staff
- Section III: Questions & Answers: Questions Submitted and Answered at the Pre-Proposal Conference on May 13, 2010
- Section IV: List of Attendees at the Pre-Proposal Conference on May 13, 2010
- Section V: Pre-proposal Conference Transcript
- Section VI: Site Visit(s) – Date(s), Location(s) and Time(s)

Attachment B: Revised Price Proposal Form

Attachment C: Acknowledgement of Addenda

Appendices: Revised Appendix 7 (Included as a separate download)

SECTION I: Changes to the RFP

The original text from Section I (D) Proposal Due Date: June 8, 2010

Has been changed to: *June 15, 2010*

Changes to the RFP Continued:

The original text from Section IV (G) on page 22:

1. A sealed inner envelope labeled "Program Proposal," containing **one(1) original set and five (5) duplicate sets of the documents listed below in the following order:**
 - Price Proposal (Attachment B) and Budget Justification Narrative
3. A sealed outer envelope, enclosing the **three** sealed inner envelopes.

Has been changed to:

1. A sealed inner envelope labeled "Program Proposal," containing **one(1) original set and five (5) duplicate sets of the documents listed below in the following order:**
 - Price Proposal (Attachment B) - *A separate sealed inner envelope*
 - Budget Justification Narrative - *A separate sealed inner envelope*
3. A sealed outer envelope, enclosing the ***four (4)*** sealed inner envelopes.

Pages 30 to 34 Attachment D "Notice to All Prospective Contractors" deleted from RFP as this DOES NOT APPLY to this solicitation.

SECTION II: Questions & Answers: Questions Submitted in Writing to the Department of Small Business Services

1.	Q	Are facilities costs (rent, utilities, security, cleaning services, and telephone and data services) to be included in the total budget? If so, what is the amount that should be included for each location?
	A.	<p>Facilities costs should be included in the total budget.</p> <p>For the purposes of this proposal only, proposers for competitions 2, 3, and 5 should use the following figures and include on the revised Attachment B under Facility Costs for Years 1, 2, and 3.</p> <p>Competition 2 (Brooklyn): \$880,000</p> <p>Competition 3 (Queens): \$960,000</p> <p>Competition 5 (Staten Island): \$480,000</p> <p>For the purposes of this proposal only, proposers for competitions 1 and 4 who will utilize the existing location should use the following figures and include on revised Attachment B under Facility Costs for Years 1, 2, and 3.</p> <p>Competition 1 (Bronx): \$870,000</p> <p>Competition 4 (Upper Manhattan): \$710,000</p> <p>For the purposes of this proposal only, proposers for competitions 1 and 4 who will <u>not</u> utilize an existing location should include their proposed facilities costs on revised Attachment B under Facility Costs for Years 1, 2, and 3. Revised Attachment B is attached to this Addendum.</p>
2.	Q	Also, how does the fact that facilities costs across the Centers are vastly different affect the operating budgets, which are the same for all Centers (excluding Staten Island) at \$3.5 million?
	A	Please see Answer to Question 1 for instructions related to Facilities Costs.
3.	Q	Do the anticipated maximum annual operating budgets assume the continuation of and include the cost of the career advancement program and the community outreach program that currently operate at some Centers?
	A	The annual operating budgets should reflect the expectations established in Section III of the RFP.
4.	Q	Should the career advancement program and community outreach programs be described and budgeted for in the Career Center proposal or will there be a separate process for those programs?
	A	See answer to question 3
5.	Q	Is profit allowed under this solicitation?
	A	Profit is allowed under this RFP for Profit Entities Only. Fee for profit is capped at 10% of total wages and fringe and is subject to negotiation.
6.	Q	If profit is allowed, how should it be calculated? What is it based on? What is the maximum?

	A	See answer to question 5
7.	Q	If profit is allowed, how should it be entered on the budget? The budget template provided does not have a line for profit.
	A	Please see revised budget template Attachment B to this addendum.
8.	Q	Can the agency please provide Schedule B (Subcontractor Participation Plan) referenced in the RFP? It was not included in the RFP materials.
	A	Schedule B is not required under this RFP.
9.	Q	What administrative costs (support and indirect expenses) are allowed under these contracts and/or are these costs limited to a specific percentage of the award amount? If so, what is the limit?
	A	Indirect cost is based on the total wages and fringes. Indirect costs are capped at a maximum of 10% and subject to approval.
10.	Q	Scoring: Will each subsection (Experience, Organizational Capacity and Proposed Approach) be scored without reference to the other subsections, or will evaluators be able to draw on content across all sections to determine if a point is adequately covered? When covering the same topic in different sections, does a proposer have to repeat points made in prior sections?
	A	Each complete proposal will be scored as a whole by the committee, and will adhere to the criteria described on Page 23 of the RFP. It is satisfactory to refer to points made in other parts of the proposal.
11.	Q	Organizational Capacity: In the organizational capacity section on page 16 of the RFP, proposers are directed to address the following point: "If the proposer is participating for multiple competitions under this RFP, specifically address the proposer's organizational capacity to administer multiple contracts." Is this referring to program management capacity or contract administration capacity, or both?
	A	Organizational capacity refers to all aspects of an organization, including program management and contract administration capacity.
12.	Q	Contract Start Date and Vendor Transition: Is it still SBS's intention that the contract start date would be October 1, 2010?
	A	The anticipated contract start date is October 1, 2010
13.	Q	Contract Start Date and Vendor Transition: Since the current Workforce1 Career Center contracts end on December 31, 2010, is it the intention that there would be a three month transition period should a new organization win the competition for one of the Centers? Would the winning organization be able to charge personnel and OTPS expenses to the contract during this transition period?
	A	Any transition involving incumbent vendor will be determined by SBS and if it affects the contract of the newly awarded vendor will be negotiated during contract negotiations.
14.	Q	Contract Start Date and Vendor Transition:

		Given that the first quarter of operations overlaps with existing contracts, which quarter should be considered the first quarter of Year 1 of the new contract, for placement planning purposes?
	A	The quarter beginning October 1st.
15.	Q	Rent Costs and Lease Arrangements: If an organization proposes to operate in an existing NYSDOL site, does the organization have to budget for rent paid to NYSDOL? If so, how much is this cost?
	A	Please see answer to question 1
16.	Q	Rent Costs and Lease Arrangements: If an organization proposes to operate in a non-NYSDOL location does rent have to fit within the maximum operating budget or is there a separate facilities budget for both rent and build-out? If there is a separate facilities budget, how much is available specifically for rent and specifically for build-out?
	A	Please see answer to question 1 Build-out/start-up costs should be classified as "Start Up Costs" and included on Revised Attachment B. Start-up is part of the total budget for the first year of operation. Proposers must include an explanation of the start-up costs in the Budget narrative and submit it with the technical proposal.
17.	Q	Rent Costs and Lease Arrangements: If facility costs are meant to be incorporated in the \$3.5 million maximum operating budget and a proposer elects to operate in a NYSDOL site where the proposer won't be responsible for rent, will SBS reduce the budget from \$3.5 million? If so, by how much?
	A	Please see answer to question 1
18.	Q	Rent Costs and Lease Arrangements: Could DSBS elaborate on how lease costs are presently covered at the various centers? What is the DSBS mechanism for rent payment in other centers? In cases where vendors pay rent how does SBS allow for escalations, such as increase in real estate taxes? How should a proposer show the budget for escalations?
	A	Please see answer to question 1
19.	Q	Rent Costs and Lease Arrangements: Will DSBS review and approve the lease on any new locations? If so, in as much as DSBS can terminate any Workforce 1 contract on short notice, what protection does DSBS provide to Center Vendors if such termination occurs, other than making sure that the lease can be assigned to a new contractor?
	A	Any lease shall be subject to DSBS review and approval for budget purposes. In addition, DSBS will review leases for approval as to form, including the

		inclusion of appropriate assignment provisions and other provisions that may affect budgetary and/or legal compliance. Prospective vendors shall be liable for any and all leases they maintain and DSBS will not be a party to any agreements.
20.	Q	Rent Costs and Lease Arrangements: To the extent that a vendor proposes an alternative site, what becomes of equipment and furniture (computers, copiers, phones, phone system, desks, chairs, etc) in the current site; who owns it and can it be moved to the new site or must the new vendor budget for the purchase/lease of equipment and furniture in the new site?
	A	Title to all equipment and furniture purchased through any and all contracts resulting from this solicitation shall remain with SBS. Proposers should propose what is needed to operate a center(s)
21.	Q	RFP Format: The RFP provides specific points that must be addressed in the Experience, Organizational Capacity and Proposed Approach sections. When drafting the proposal, are organizations required to turn each of these points into section headings?
	A	Proposers should follow the guidelines stated, particularly on Page 15 of the RFP. All other formatting preferences are at the proposer's discretion.
22.	Q	RFP Format: Is it possible to increase the 30-page limit?
	A	The preferred length for the Proposal is no more than 30 pages, excluding attachments.
23.	Q	Price Proposal What do the program budgets listed in the RFP cover? Will funding for Advance at Work be covered by this budget, or would it be funded separately?
	A	The annual operating budgets should reflect the expectations established in Section III.
24.	Q	Price Proposal How should Proposers handle Cost-of-Living Adjustments to staff salary increases?
	A	The RFP does not assume Cost-of-Living Adjustments.
25.	Q	Price Proposal Based on our reading of the RFP, the price proposal is not included in the 30-page limit. Could you please confirm?
	A	The price proposal is not included in the 30-page preferred length
26.	Q	Price Proposal Based on our reading of the RFP, the price proposal is not scored since 25% of the score is experience, 25% is organizational capacity and 50% is proposed approach. Could you please clarify and/or elaborate on how the price proposal is factored into

		award decisions?
	A	Selection for award will be made to the highest rated technical proposals that are technically viable and whose annual cost does not exceed the maximums indicated in Section II (E) of the RFP. Price proposals are not part of the technical rating.
27.	Q	Placement Plans (Appendices 7 & 8) Appendix 8 requests information for only one quarter, but there is no place to note which quarter we're projecting. How can we make clear which quarter we're projecting? Is there a specific quarter that we should use for the projection?
	A	The quarter should reflect the center at full operating capacity.
28.	Q	Placement Plans (Appendices 7 & 8) Appendices 7 and 8 ask us to provide data for a single quarter. If some proposals focus on a quarter early in the contract and other proposals focus on a quarter later in the contract (when outcomes are expected to be higher), how will you make a comparison between the proposals' proposed outcomes?
	A	The quarter should reflect the center at full operating capacity.
29.	Q	Placement Plans (Appendices 7 & 8) Based on the RFP instructions, Appendix 7 would only capture data for some of the placement categories captured in Appendix 8. Should we instead prepare Appendix 7 to reflect all placements so that Appendix 7 gives a more complete view of our Sourcing Plan, including placements made through NYC Business Solutions Centers and Training Providers?
	A	Please follow the instructions included on Appendix 7 and 8.
30.	Q	The WF1CC in Bklyn is currently open the first Saturday of the month, but the RFP suggested that it is open every Saturday. Is this a new requirement? see page 9, item 3.
	A	For the purposes of this RFP, the Hours of Operation are included on Page 9 of the RFP and reflect a weekly schedule.
31.	Q	Should the projected numbers for Appendix 8 and Appendix 7 be for the same quarter? Does it matter which quarter it is?
	A	The Projections in Appendix 8 and Appendix 7 should reflect the same quarter.
32.	Q	Appendix 8: <ol style="list-style-type: none"> 1. The "Instructions" mention a Placement Plan Template - what is this? the first table? the second table? Something else? 2. Is the first table an example of numbers? or is the 2nd table meant to be an example? 3. Is the 2nd table what proposers are meant to complete? 4. Does it matter what quarter we use to project placements? 5. Is SBS more interested in project placement numbers (absolutes) or in

		the distribution across categories?
	A	<ol style="list-style-type: none"> 1. This is Appendix 8 2. The first table is an example. The second table is meant to be completed. 3. Yes. 4. The quarter should reflect the center at full operating capacity. 5. SBS is interested in both.
33.	Q	In demonstrating our success in serving target sectors, is it acceptable to include all workforce development stats that a provider has accumulated or do they need to be specific to only WFICC programs?
	A	This is not specific to WFICC programs
34.	Q	Page 4 of RFP shows current operating budget would be \$3.5million). Is the difference in funding no longer available? Is this difference based on discretionary grants? Should the price proposal be based on the current operating budget with the assumption that other funding will be available - how would we show that on the price proposal form? or should the price proposal ONLY include program costs related to the lesser \$3.5million?
	A	The annual operating budget included in the Price Proposal must not exceed the anticipated maximum annual operating budget outlined on Page 6 of the RFP.
35.	Q	In Price Proposal Attachment B - should the In-Kind Contribution column include other sources of funding such as grants other than WIA?
	A	In-Kind contributions should indicate the dollar amount and type of funding source excluding WIA.
36.	Q	Pg 21 item E lists Price Proposal categories including: Personnel Services, Non-Staff Services, and Other Than Personnel Services. However, Attachment B only includes 2 of those categories: Personnel and OTPS. Should/can we modify attachment B to include Non-staff services separately? or should they be listed under Contracted Cost under OTPS?
	A	Yes, Non-staff services such as subcontractors who provide goods and services should be listed in the contracted cost section of Revised Attachment B.
37.	Q	Does SBS expect to see the same target sectors for each center that are listed on the Annual Highlights documents in Appendix 2?
	A	Traditional target sectors include Retail Trade, Finance and Insurance, Accommodations/Food Service, Professional Services, Healthcare and Social Assistance, but may include additional sectors as outlined on page 11 of the RFP.
38.	Q	Does SBS expect to see ALL proposed target sectors even if they have not yet been approved by SBS for a particular center?
	A	See answer to question 37
39.	Q	Does SBS currently have any plans to upgrade any of the technologies used in the Centers - should we assume that the technologies described on page 7 be in effect throughout the contract?
	A	For the purposes of the proposal, please refer to the Technology Requirements included on Page 7 of the RFP.
40.	Q	Does each Center in the current competition have a co-located Business Solutions

		Center managed by its own provider?
	A	Each center does have a co-located NYC Business Solutions Center that is alternatively procured. In some cases, the NYC Business Solutions Center is operated by a different service provider.
41.	Q	Would the contractor for each WFICC continue to be expected to work with separately managed BSC throughout the term of the WFICC contract?
	A	Yes. See Page 11 of the RFP.
42.	Q	Pages 8-9, Section C Staffing Requirements: Must we use the position titles listed in this section, or may our staff retain their current titles, as long as they are fulfilling the same functions? (We are an incumbent provider.)
	A	Please use the titles indicated on Page 8 of the RFP to identify key staff.
43.	Q	Page 22, part 3 mentions that the outer envelope should contain three sealed inner envelopes. Besides the Program Proposal and Doing Business Data Form, what else should be in a sealed envelope?
	A	There will be Four (4) sealed envelopes (See changes to the RFP in this addendum) <ol style="list-style-type: none"> 1) Technical Proposal 2) Price Proposal Form (Attachment B) 3) Budget Narrative 4) Doing Business Data Form
44.	Q	Please provide a definition of "training" as it appears on page 16 of the RFP in this question: "Describe the proposer's successful experience by providing an estimate of the number of jobseekers and employers previously served, the number of placements, and the number of individuals <i>trained</i> per year by the proposer." For example, does "training" in this context include attendance at workshops?
	A	For the purposes of this proposal, training may be considered broadly as activities that increase the skills of a customer. This may include, among other activities, referral to occupational skills training or workshops conducted by a program.
45.	Q	We cannot complete Appendices 7 and 8 because they are locked. Would you please provide unlocked versions?
	A	Column G in Appendix 7 was inadvertently locked. An unlocked Appendix 7 is included in this addendum.
46.	Q	Would you be able to inform us of the staffing levels and structure in the Brooklyn Workforce1 Career Center?
	A	Staffing requirements are outlined on Page 8 of the RFP
47.	Q	If you are a Brooklyn-based agency, and want to provide subsidiary employment services such as job readiness skills, computer skills, job training, and business-related services, and you want to collaborate with another lead agency located in Brooklyn, or in Manhattan, do you as the secondary agency necessarily have to

		provide these services at the Workforce1 Career Center located at the main site (9 Bond Street, in Brooklyn) - or can you choose another site in Brooklyn in which to provide these employment services?
	A	Proposers may only include a single location per competition. All services should be delivered by the contractor(s) at a single location.
48.	Q	In the staffing plan, item #2, bullet 2 asks to differentiate between 100% dedicated staff and shared resources. Can we just indicate to SBS which positions we plan to fund 100% through this contract?
	A	All staff charged to this contract, including those at less than 100%, must be identified in the Staffing Plan.
49.	Q	The Price Proposal form includes a column for "In-Kind Contribution." Does SBS need to know the amount, if any, of other funding sources that would support the budget?
	A	The Agency is not requesting the source of in-kind funding, but the amount should be included as part of Attachment B.
50.	Q	Page 6 of the RFP states that the maximum annual operating budget for each Center would be \$3.5million (except Staten Island). Which column in the price proposal should fall within the \$3.5m: the cost to contract? or the total cost?
	A	The maximum cost should reflect the costs charged to the contract.
51.	Q	Should the MBE/WBE Subcontractor Utilization Plan be submitted with the proposal? If so, what are the target goals? If the prime contractor is an MBE, can that count toward meeting goals?
	A	Schedule B is not required under this RFP.
52.	Q	Is the Contractor expected to administer funds for Individual Training Grants and other training?
	A	SBS executes all administrative burdens associated with Individual Training Grants.
53.	Q	Is funding for Individual Training Grants and other training separate from the funds listed for each competition, or should these costs be included in the proposed budget from the amounts specified?
	A	Individual Training Grants should not be included as part of the operating budget.
54.	Q	If contractor is not required to administer training dollars how are the funds administered?
	A	SBS executes all administrative burdens associated with Individual Training Grants.
55.	Q	The budget does not contain a line item for Job Seeker Customer Support or Employer Incentives. Should contractor budget for these costs or are these funds administered separately?
	A	Please use "Other OTPS Costs" as part of Attachment B for any line item not included.
56.	Q	Will you please provide additional information about the Community Partner Network referenced on page 12 of the RFP, including the names and addresses of the organizations that are included in the Network?
	A	Appendix 2 and Appendix 5 contain supplemental information about the Community Partners Program.
57.	Q	Page 7 of 34, 1.b. Scan Card System What is the price of the current scanning equipment and cards?

	A	Each card is approximately 13 cents. Scanning equipment is commercially available and costs approximately \$100 - \$200.
58.	Q	Page 7 of 34, 1.b. Operations and Case Management System Is the Agency's system legacy or web based? Are any software licenses required for connectivity? If there are licenses required are they provided by the Agency?
	A	The Agency's system is accessed via a secure Virtual Private Network (VPN). There are no costs associated with acquiring the Agency's system.
59.	Q	Page 7 of 34, 1.b. Scan Card System Please provide the type and model of the various scan card components, including software. What, if any, quantities would be available to the contractor?
	A	There are numerous vendors that provide this equipment. As current supplies used by the centers are property of SBS, it is anticipated that at least some equipment could be provided to the contractor.
60.	Q	Page 8 of 34, 1.c. Staffing The agency will participate actively in the selection of candidates for positions. Should the contractor provide resumes and qualifications for staff, or just job descriptions?
	A	Please see the instructions on Page 17 of the RFP. As stated, "For positions in which an employee has already been identified for a specific role, please include a resume".
61.	Q	Page 8 of 34, 1.c. Staffing Are all positions full-time, and are they required to be on-site at all times, or can some positions be leveraged, such as the IT Lead?
	A	Please see the instructions on Page 17 of the RFP. It is anticipated that key staff, including those outlined on Page 8, would be on-site full-time.
62.	Q	Page 15 of 34, 2. Program Proposal Length of 30 pages. Is that 30 pages (60 pages total - double sided)? Do the 30 pages include the response to Section B. Experience, C. Organizational Capability, and D. Proposed Approach? Is Section E. Price Proposal (Attachment B + 3 pages) included within the 30 page limit?
	A	See Answer to Question 22.
63.	Q	Page 22 of 34, G. "Checklist" #3. A sealed outer envelope, enclosing the 3 sealed inner envelopes. We only count 2 inner envelopes, the proposal + 5 copies, and 1 Attachment E. Please clarify what the third sealed inner envelope is for?
	A	See Answer to Question 43.
64.	Q	Page 20 of Contract, Attachment to Contract Affirmation Should this be completed and returned with the proposal?
	A	Proposers are not required to submit page 20 of Appendix 1 with their proposal however this form will be required to be submitted by proposers selected for award.
65.	Q	Appendix 7, Should this be printed as a fold-out, rather than an 8 ½ X 11?
	A	Vendor should submit documentation that is easily understandable and readable.
66.	Q	Page 8 of 34, B.1.B Technology Requirements Selected contractor will be required to maintain and bolster hardware, software, telecom connections and telecom infrastructure. What equipment, hardware and

		software is currently available at the sites indicated by the Agency?
	A	A listing of required components is included on Page 8 of the RFP.
67.	Q	Page 8 of 34, B.1.B Technology Requirements Are there currently maintenance agreements in place for Agency systems related to the Workforce1 Centers? Who is responsible for agreements going forward?
	A	SBS is responsible for the maintenance of its systems.
68.	Q	Page 8 of 34, B.1.B Technology Requirements What software is currently in use, and who is responsible for upgrades to the software?
	A	The usage of software that contributes to program operation will be considered as part of this proposal. It is anticipated that software upgrades would be left to the contractor to consider.
69.	Q	Page 8 of 34, B.1.B Technology Requirements What are the VPN requirements? Is this a site-site VPN tunnel or client based software VPN?
	A	Workforce1 Career Center vendors are responsible for the set up and maintenance of a site-to-site virtual private network (VPN) which is used to connect the Center location to the City's private network. The VPN connection is used to access Worksource1, SBS Workforce Management application, which is only accessible through a VPN connection to the City's private network. Center technical staff will work closely with IT security staff from both SBS and the Department of Information Technology and Telecommunication (DoITT) to set up the VPN. Once the connection is established, the Center staff will need to alert SBS Service Support if there are any changes to their network addressing or issues with the VPN.
70.	Q	Notice of Solicitation, Paragraph 8 Indicates proposal and all attachments must be hand-delivered or sent through certified mail. Is FedEx or a comparable delivery service acceptable?
	A	Yes, Proposal package MUST be appropriately labeled, readable and delivered on or before the due date and time for submission.
71.	Q	Page 6 of 34, II.D Competitions The RFP states, "Proposers may only include a single location per competition." Will SSA entertain satellite locations in addition to the current, or hub location?
	A	Proposers may only include a single location per competition.
72.	Q	Page 7 of 34, III.B.1.b Technology Requirements What service delivery activities required under the RFP are not supported by the Operations and Case Management System?
	A	All activities relevant to this RFP are supported by the Agency system.
73.	Q	Page 6 of 34, II.F Payment Structure The RFP states, "However, the Agency [reserves] the right to select any payment structure that is in the City's best interest." What is the Agency's process for negotiating possible changes to contract terms and payment structures?
	A	The Agency's process for negotiating contract changes does not impact on this procurement.
74.	Q	Page 22 of 34, G.1 Proposal Package Contents (Checklist) Please confirm that the Price Proposal (Attachment B) and Budget Justification Narrative, should be submitted in a sealed inner envelope, as part of the response, along with the envelope for Program Proposal and envelope for Attachment E, and should not be included in the envelope labeled "Program Proposal"

	A	Please see answer to question 43.
75.	Q	Page 3 of 34, D. Proposal Due Date, Time and Location Will the Agency consider extending the due date and time based on anticipated release of RFP Addendum answering questions is not expected until at the earliest May 21?
	A	The Agency reserves the right to extend the deadline for submission of proposals as it deems appropriate.
76.	Q	Page 5 of 34, B. Purpose of the RFP Is the Agency interested in consolidating the number of contractors operating the five Workforce 1 Centers?
	A	The Agency is interested in achieving appropriately qualified contractors to provide employment-related services to businesses and jobseekers. As stated on Page 5, proposers may submit proposals for more than one competition. However, the consolidation of contractors will not be considered as part of the proposal evaluation.
77.	Q	Page 6 of 34, E. Anticipated Maximum Available Funding Are the anticipated maximum annual operating budgets listed inclusive or exclusive of start up costs?
	A	Proposers should provide a detailed explanation of start-up costs in the Budget Narrative. The total start-up cost should be entered in Revised Attachment B in the category of "Start-up". Start-up should be included as part of the first year budget. A breakdown of all start-up costs should be submitted and attached to Revised Attachment B.
78.	Q	Page 7 of 34, b. Technology Requirements Please specify which items have ongoing technology maintenance costs, if any? What are the current costs paid by contractors for these items?
	A	Technology maintenance costs are related to equipment operated by the contractor and should be accounted for as needed in the proposal.
79.	Q	Page 11 of 34, c. Coordination with NYC Business Solutions Centers What percentage of the total Workforce1Center placements in 2009 were due to Business Solution Center?
	A	About 10 percent.
80.	Q	Page 22 of 34, G. Proposal Package Contents Please confirm that Price Proposal (attachment B) and Budget Justification Narrative should be placed in a separate envelope and not included as part of the Program Proposal.
	A	See Answer to Question 43.
81.	Q	Page 22 of 34, G. Proposal Package Contents The bullets in Item 1 indicate Descriptions of Qualifications for Managerial Staff. Earlier in the RFP it appears Job Descriptions for all positions are requested. Please clarify.
	A	Proposers should submit a description of the qualifications of managerial staff and resumes.
82.	Q	Page 23 of 34, B. Evaluation Criteria Please identify who evaluates proposals submitted.
	A	There will be an evaluation committee that will review and rate proposals in accordance with the rating criteria contained in the RFP.
83.	Q	Page 30 of 34, Attachment D Is this contract subject to M/WBE?

	A	See Answer to Question 51.
84.	Q	Page 30 of 34, Attachment D Is a proposal response required to Attachment D?
	A	See Answer to Question 51.
85.	Q	Appendix 2 What are the current performance expectations of Workforce 1 Center contractors?
	A	Current performance is reflected on Page 4 of the RFP.
86.	Q	Page 5 of 34, D. Competitions Will furniture, computer equipment, etc be included if the vendor chooses to stay in the existing state facilities?
	A	It is anticipated that most equipment and furniture will remain with existing facilities.
87.	Q	Page 4 of 34, A. Program Overview Does the annual operation budget for each competition include the startup budget? If not, what does the Agency anticipate the budget cap to be for startup costs? How will startup costs be reimbursed?
	A	See answer to question 77
88.	Q	Page 26 of 34, Price Proposal Form Where should the costs for the start-up be listed? Should they be included in the cost for year 1?
	A	See Answer to Question 77.
89.	Q	What percentage of training funds are spent on incumbent workers?
	A	Approximately 1/3 of Individual Training Grants are awarded to advance incumbent workers.
90.	Q	What role does Wagner-Peyser have in Workforce1 Centers, what percentage of job seekers are served through Wagner-Peyser?
	A	As a "functionally aligned" state, all New York State Wagner-Peyser customers are also enrolled as Workforce Investment Act customers. Wagner-Peyser programs are operated by New York State Department of Labor staff, and are presently co-located at most Workforce1 Career Centers.
91.	Q	Of the total number of registered individuals at each Workforce1 location, please tell us how many individuals are enrolled in WIA by borough?
	A	This information is available on Page 4 of the RFP.
92.	Q	Are OJT and Customized Training dollars separate from the funding available for the Workforce 1 Centers?
	A	Yes. These programs are operated centrally by SBS as part of the NYC Business Solutions Training Funds program.
93.	Q	What mandatory WIA partners are in the Workforce1 Centers and what level of staff are involved?
	A	Referral to on-site WIA partner agencies varies by location. While a helpful resource for some jobseekers, mandatory WIA partners are at present not a significant contributor to the goals of this RFP.
94.	Q	What assessments are currently being used at Workforce1 Centers by location?
	A	As described on Page 12, assessments are a primary service of the Workforce1 Career Centers. These include, but are not limited to, the following: <ol style="list-style-type: none"> 1) Initial Assessment – An individual interaction that defines a customer's goals for their engagement with the center, eligibility for programs, and appropriate next steps.

		<p>2) Training Assessment – A comprehensive assessment designed to assess a candidate's appropriateness for an Individual Training Grant</p> <p>3) Occupational Assessment – An assessment of a candidate's experience within a particular field.</p>
95.	Q	Appendix 7 Please define strategic employer?
	A	Strategic employer is defined as an employer who would benefit from the approach outlined on Pages 10 and 11.
96.	Q	Appendix 7 & Appendix 8 Are past Quarterly Reports by for Appendix 7 and Appendix 8 available for review?
	A	Appendix 7 and Appendix 8 have been created for the purposes of this proposal only.
97.	Q	Please confirm that the submitted budget is to include NO facility costs including rent, electricity, telephone, Internet access, etc.
	A	Please see Question 1 for instructions related to Facilities Costs.
98.	Q	Please provide the Agency's current experience in terms of overall headcount broken down under each of the Staffing Leaders referenced on page 8 and 9 of the RFP.
	A	Staffing requirements are outlined on Page 8 of the RFP. The proposer should best convey required headcount estimates in the proposal.
99.	Q	Please provide agency guidelines for for-profit entities of the allowable profit percentage of the total program budget.
	A	See Answer to Question 5
100.	Q	Please provide the current goals the existing vendors have been expected to meet in order to receive the performance based component of the budget. Connected with this, for each of the vendors operating in the areas open for competition, indicate the percentage of the performance based component of the budget that was met for the last 2 years (2008 and 2009).
	A	Historical data is not relevant to this RFP. Milestones are negotiated in a manner where each one is attainable provided the expectations laid out in Section III of the RFP are met.
101.	Q	In the pre-bid it was mentioned that the NYC Business Solutions group provides employer and job leads to the Centers. Please provide the approximate percentage of the total placements made by the vendors in each of the 5 Centers open for competition that came from a) jobs provided by NYC Business Solutions; b) jobs provided to them from other Center vendors, c) jobs referred to a particular Center's vendor by community based partners, and d), jobs identified by the Center's vendor, itself.
	A	This is an area for evaluation in the RFP. The sample provided as a part of Appendix 8 contains a breakdown of current sources of job placement.
102.	Q	Please define "indirect costs" as shown on the budget form and provide any guidelines the Agency has set as a percentage of the total program budget for for-profit providers.
	A	SBS classifies PS costs for individuals that are not directly delivering services in support of the contracted program as Administrative Overhead (Indirect Costs). In the case of for-profit entities, SBS will provide a budget line item for fee-for-profit, which will not exceed 10% of the total sum of the budgeted amount for

		Personnel wages and fringe. This line item will be provided in addition to the indirect cost line.
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**Section III: Questions & Answers: questions submitted and answered
at the Pre-Proposal Conference on May 13, 2010**

1A.	Q	Do you have a cap or a limit for administrative costs for the support indirect or a preference that you're looking for in terms of the total budget, percentage of the total budget?
	A	Our indirect costs are consistent with our policy. (See Answer from Question 102)
2A.	Q	With regards to the physical configuration of the proposal; page numbers, fonts, spacing, back-to-back and such, could you clarify what all those specifications are and which do or do not make you non-responsive?
	A	For Example, if you do go onto Page 31, are you not responsive? The preferred length for the Proposal is no more than 30 pages, excluding attachments.
3A.	Q	So, if we were to use telephone, as an example, in the budget, if we have to worry about ongoing -- for example -- usage charges, we would want to know what the current usage charges are for telephone, broadband, all that other stuff. If we don't have to worry about it at all, that's great too.
	A	The answer to Question 1 contains figures to be used for all Facilities Costs.
4A.	Q	I wanted to know if profit was allowable under the solicitation?
	A	Yes. Profit is allowed under this RFP for Profit Entities Only.
4B.	Q	What is that based on a percentage of?
	A	Fee for profit is capped at 10% of total wages and fringe and is subject to negotiation. (See Answer from Question 102)
5A.	Q	I guess you answered this, but I want to clarify. Lease space not in the 3.5, if you are perhaps one of the centers currently located with the New York State Department of Labor, would we have to factor rent that might be paid to DOL if they are actually the owners of the lease?
	A	Yes. Please use the figures included in Question 1.
6A.	Q	I just had a relatively minor question. On Page 16, it is the last question under the "Experience" section, when you ask for the number of individuals trained by an organization, could you define to me what "train" is? Is it a referral as to training, occupational training; could it be participation in a workshop? What are you looking for there?
	A	See Answer from Question 44
7A.	Q	Hi. Since you have mentioned that you will in negotiations and stuff share your best practices with staffing models, will you be prepared in the addendum to share with us what some of the staffing models that are currently being used are so we'll have a sense of how many business developers are being used and how many career counselors are being used and stuff like that?
	A	Staffing requirements are outlined on Page 8 of the RFP

SECTION IV: LIST of ATTENDEES at PRE-PROPOSAL CONFERENCE:

COMPANY	TELEPHONE
Maximus	414-745-7473
Maximus	262-993-0284
Cast Your Net153	201-893-8776
FEGS	212-366-8184
Work First Foundation	212-599-5627
Work First Foundation	212-599-5027
Arbor	917-338-5220
Jill Slater	415-254-5455
Arbor Education	718-285-8410
Law Offices of Claudia Wagner	212-619-2052
KRA	718-573-9410
KRA	301-562-2300
South Bronx Overall EDC	718-732-7523
EDSI	215-356-7723
EDSI	718-522-0881
Goodwill Industries of Greater NY & Northern NJ	718-977-6336
Goodwill Industries of Greater NY & Northern NJ	718-246-5219
Tempositions	212-916-0807
Tempositions	212-916-0859
DB Grant Associates	646-358-4352
DB Grant Associates	917-797-9193
SEEDCO	212-204-1333
SEEDCO	917-493-7053
COJO of Flatbush	718-377-2900
CEO	212-788-2503
Public Works Consulting	646-942-8017
Public Works Consulting	646-942-8017
Mid-Bronx Council Services	718-410-6735
Mid-Bronx Council Services	718-588-8200
America Works	212-599-5627
America Works	212-599-5627
HANAC	212-996-3949
NYCHA	212-306-8492
WildCat	212-209-6105
WildCat	347-539-0365
Strategy One LLC	203-604-6775
YNTS Inc	347-533-7743

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JOBSEEKER AND BUSINESS SERVICES AT
WORKFORCE1 CAREER CENTERS

PIN: 801-SBS90077

----- X

110 William Street
New York, New York

May 13, 2010
2:00 p.m.

PRE-PROPOSAL CONFERENCE AGENCY SPEAKERS:
DARYL WILLIAMS, Agency Chief Contracting Officer
ANGIE KAMATH, Deputy Commissioner
SHANNA GUMAER, Assistant Commissioner
MATT WHITE, Director of Policy and Planning

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MR. WILLIAMS: Good afternoon,
everyone. My name is it Daryl Williams. I
am the Agency Chief Contracting Officer for

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5 the New York City Department of Small
6 Business Services.

7 This is the pre-proposal conference for
8 the RFP for Jobseeker and Business Services
9 at Workforce1 Career Centers, the procurement
10 identification number 801-SBS90077.

11 Just to give you an idea of the format
12 for this, I'm just going to go through some
13 of the important dates that are in the RFP.
14 Hopefully everyone here has a copy of the RFP
15 or brought a copy with them. If not, there
16 are copies available right outside at the
17 reception desk if you need one. It would be
18 important for you to have it because we'll be
19 going to and referring to specific pages and
20 sections in the document.

21 The purpose of this pre-proposal
22 conference is to give you an opportunity to
23 ask questions regarding specific sections or
24 portions of the RFP, hopefully to provide you
25 with some clarity.

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1 We have representatives from workforce
2 here today. All of the contracts resulting
3 from this solicitation will belong to them.
4 They currently have the current contracts and
5 obviously will be taking care of the next
6 group of contracts that come in.
7

8 So, the purpose of this is to give you
9 an opportunity to ask your questions

051310SBS_JobseekerTranscript.txt
10 regarding what we're looking for or anything
11 that's in the document.

12 But before we start that, I want to just
13 go through some of the important dates. The
14 release date is April 14th. Today is the
15 pre-proposal conference. The last day for
16 submission of questions -- and you should do
17 that in writing, there is the site where you
18 can send them via email -- and that last day
19 is May 18th by 3:00 p.m., so, that if you do
20 have questions even after this conference has
21 concluded, you still have until three o'clock
22 on the 18th to submit your questions in
23 writing. So, I encourage you to do that if
24 you have questions that come up after this
25 conference is over.

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2 The due date for submission of proposals
3 is June 8th. The proposals will be due here
4 at 110 William Street on the 7th floor. All
5 of this information is in the document. I
6 just need to make sure that I put it on the
7 record so everyone will know definitively
8 where everything is to be submitted.

9 I want to also introduce the members of
10 SBS staff that are here. To my left is the
11 Deputy ACCO, Julia Haslam. To my right is
12 Matt White who is the director of Policy for
13 workforce. Then to his right is Deputy
14 Commissioner Angie Kamath. And then to her

051310SBS_JobseekerTranscript.txt
15 right is Assistant Commissioner Shanna
16 Gumaer. They will be here to basically give
17 you a little bit of background on what
18 workforce is all about, currently where we
19 are, what we're looking for in the RFP. And
20 they will be pointing you to specific
21 sections of the RFP that they believe perhaps
22 someone proposing would want to concentrate
23 on.
24 when they are done, and after we have
25 taken questions, please don't run out,

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2 because I also have some additional things I
3 want to bring to your attention just in terms
4 of when you are submitting your proposal, how
5 to make sure that you've included everything
6 that you need to in your proposals. It very
7 important to do that. We certainly don't
8 want someone to go through the process of
9 putting together a proposal and then leaving
10 out a key piece which would disqualify you.
11 So, I want to make sure I go over that with
12 you and for you, for your benefit, for our
13 benefit, before you leave. So, once we
14 finish the question-and-answer period, I
15 promise you I will go through it very quickly
16 so that we can conclude this as quickly as
17 possible.

18 So, at this time, what I'll do is I will
19 turn the conference over to Angie and her

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20 team, and they will take you through the RFP,
21 and as questions come up, we will determine
22 on the panel who will answer them, and if
23 there are answers that we cannot provide an
24 answer for right now, we certainly will
25 provide it to you in an addendum.

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2 By the way, there will be an addendum,
3 because the addendum will include any
4 questions that were submitted to SBS
5 regarding this particular RFP. We'll also be
6 including questions that we received from the
7 date of release to date, and also include
8 questions that were asked here at the
9 conference.

10 Okay, so I will now turn this over to
11 Angie, and she can begin.

12 MS. KAMATH: Good afternoon. What I
13 wanted to do is just to give -- I see a lot
14 of new faces in the crowd -- I wanted to give
15 a sense of a bit of a background, what we
16 have done with the system over the past six
17 years, and what we are looking to do in the
18 next number of years with the new contract.
19 I also want to give a sense for where we are
20 trying to go and a bit of that for the three-
21 to-four-year plan, so, what we are trying to
22 achieve out of this system going forward.
23 And then lastly, I'll be going through
24 Section 3, and as Daryl said, highlight a few

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25 of the sections that we think are most

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2 pertinent, and what we'll be looking at very
3 closely in terms of evaluating and
4 understanding the competencies of the
5 organizations that are applying.

6 So, just in the way of a little bit of
7 background, New York City is the nation's
8 largest workforce investment area. What that
9 means is that we're really responsible for
10 probably nearly 10 percent of the national
11 workforce investment outcomes. In terms of
12 New York State, we are responsible for nearly
13 50 percent of the outcomes for all of New
14 York State. So, with that comes a fair
15 amount of responsibility and pressure in
16 terms of just the scrutiny that we get in
17 terms of our service levels, in terms of how
18 we use our budget. It also means that from a
19 scale perspective, there's not a lot of peers
20 that we have in terms of doing this work --
21 and we'll get to scale and experience later
22 in the presentation -- but I think it is
23 important just from a context perspective to
24 understand that we're a very large player in
25 the country in terms of the system.

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2 The Department of Small Business
3 Services assumed control of our staff system
Page 6

4 in 2004. We inherited a system that focused
5 a lot on preparation, more of a social
6 service construct than really on job
7 placements being made. In 2004, it was about
8 2,000 placements per year. In our last
9 calendar year, we made over 25,000
10 placements, and we believe that we are still
11 at a very steady growth trajectory, given a
12 lot of operational efficiencies and a lot of
13 improvements that we can already see in the
14 medium term horizon. So, that's what we
15 are looking at now.

16 Today, we have a system of, soon it will
17 be nine career centers which include regular
18 workforce career centers as well as sector-
19 specific career centers. We had about
20 150,000 people walking through our doors
21 across all of these centers on an annual
22 basis. I mentioned we made over 25,000 job
23 placements last year, and we are also
24 accountable to a whole training provider
25 community and to provide implementation to

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2 the individual training grants. We work with
3 a few hundred training providers here in New
4 York: For-profit, not-for-profit, educational
5 institutions and proprietary schools. So,
6 that all is what is under our system when we
7 talk about workforce investment system.

8 In terms of what this system is centered
Page 7

9 around, it really is around medium flared
10 advance, and we'll talk a little bit more
11 specifically about what that means and how we
12 interpret that vision.

13 we meet our demands through our NYC
14 Business Solutions brand, that includes both
15 NYC Business Solutions, so, these are
16 business-facing staff members that are part
17 of the workforce Career Centers as well as
18 different solution centers which are
19 companion centers to the workforce Career
20 Centers, and it's really meant to be the
21 front door for businesses. We'll talk a
22 little bit more about that later.

23 The last page I wanted to mention in
24 terms of where we are at as a system, about
25 20 percent of our total workforce budget is

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2 coming locally from local city tax dollars,
3 and these are investments that are largely
4 focused around the Center for Economic
5 Opportunity, what I think is locally thought
6 of as the antipoverty work, and what this is
7 really focusing on is strategies to advance
8 workers, to advance the working poor, sector-
9 specific pilots which account for three of
10 our career centers, community outreach
11 efforts, making sure that we can expand our
12 network into undeserved communities. And
13 each of these areas have been very strongly
Page 8

14 evaluated, are very much part of our system,
15 and in the past, while they've been somewhat
16 of a standalone pilot, they really are part
17 of the system going forward, and they're
18 going to be the responsibility for any
19 contractor who takes management and
20 administration operations of a workforce
21 Career Center.

22 So, that's just a little bit of a
23 background for really who we are. In terms
24 of where we're going, a couple of pieces that
25 I want to sort of paint the picture of:

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1 Firstly, we've learned a lot over the past
2 six years. So, we've built infrastructure,
3 we've built technology. We've built
4 standards, processes procedures to really get
5 to the point where we can successfully
6 process over a 150,000 people per year. That
7 said, and the challenge for the next two
8 years is taking this away from this model of
9 successful individual centers into much more
10 of a system. So, we certainly evaluate
11 individual centers in terms of their
12 individual abilities to hit their goals, but
13 what is more important to us over that past I
14 think two years and much more going forward
15 is figuring the out the way that each center
16 works with other centers. So, thinking about
17 a one-door policy where businesses can come
18

19 to any center in any borough and get
20 jobseekers seamlessly filled from any other
21 center in the system.

22 And similarly, jobseekers who walk in to
23 any center can very easily be sent for a job
24 interview by an employer who has been the
25 client of a different career center.

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1 So, when we talk about managing a
2 system, this is really about not only looking
3 at the individual performances of centers,
4 but really figuring out how we have the right
5 mechanisms in place to share credit between
6 centers and also how we have this idea of a
7 single door of access.
8

9 The second area that I want to talk
10 about, or the next three areas actually, are
11 very much what we are looking for and what we
12 value, assuming that we have strong providers
13 who can hit all the performance targets. We
14 care about getting to scale. We care about
15 the quality of the jobs and quality of
16 employers who we're working with, and we care
17 about the customer service experience. So,
18 we're proud to say that at this point we are
19 beyond the basics in terms of managing a
20 system, and what's now more important to us
21 in the years going forward is that the
22 experience for a jobseeker or a business is
23 one that's easy, it's one that's simple and
Page 10

24 somewhat straightforward, and that could be
25 anything that could refer to better use of

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2 technology, better use of social media,
3 better use of just more streamlined processes
4 within the center and the four walls, what
5 happens in the center. But going forward,
6 this is an area we talk about a little bit in
7 section 3 that I think is an area that
8 different proposers might be able to add some
9 creative ideas in terms of customer service
10 regarding job centers in terms of the center.

11 Second area is in terms of scale. So, I
12 mentioned that we have an expectation for
13 your over-a-year growth. We have experienced
14 some very large -- we had probably a 40
15 percent increase in job placement between
16 2008 and calendar year 2009, which is
17 somewhat unheard of, given that that was a
18 pretty tough time for the economy. We apply
19 a lot of that growth to having much smarter
20 ways about going after businesses, about
21 operational efficiencies, about using better
22 technology. There is a lot of investments
23 that are in progress right now that we
24 believe will be able to bear fruit and help
25 us increase our placement numbers going

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forward, even in a static budget

environment.

Another piece to keep in mind is that last year we served less than 10,000 businesses, and we think in New York City we have 250,000 small businesses, so our market penetration is still tremendously small even though we've been experiencing tremendous growth. So, we still believe that there is an enormous potential for growth in the years ahead. Again, growth is not just -- or scale rather, is probably most easily identified as increasing the number of placements, but it also is more meaningful in terms of serving business customers and really providing a meaningful experience to our business customers.

The third area in terms of we want to change the system is in terms of quality, so what we've been doing over the past year is setting targets for higher-waged jobs, and continuing to increase the emphasis that we place as a system, on not only entry-level work, but the middle scale work, and higher-

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wage work. There is often definitions for higher-wage work and middle scale work, but what roughly defines middle scale jobs are jobs that require at least a high school degree and probably some level of college

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7 and/or work experience. We often define
8 higher-wage work as above \$15 an hour. The
9 \$15 an hour and above isn't a hard and fast
10 rule, but it's something that we have been
11 paying a lot of attention to and setting some
12 varied pedometrics to our current providers
13 to focus on.

14 And really in terms of thinking about
15 quality, it's a two-way street. There is the
16 aspect of how we train and prepare our
17 jobseekers, and it's also the quality of
18 employers that we go after, and they're a
19 flip-side of the same coin, but it's a focus
20 for our system and something that we would be
21 looking for in terms of the responses about
22 what the approach to quality would be for
23 both jobseekers and businesses.

24 In terms of contractor innovation, as we
25 move to this system of nine career centers,

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1 we definitely understand and welcome and look
2 for innovation at each of the different
3 centers, so, not every center/vendor comes
4 with the same level of skills or expertise
5 from their parent organization, so, we look
6 for areas that particular vendors and centers
7 can offer, something new to the system,
8 something that the system can leverage
9 whether that's in skills, training, or
10 preparation, whether that's how you target or
11

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12 approach business services, whether that's on
13 how you think about customer service. But
14 again, we're looking for this balance of
15 innovation as well as some level
16 standardization across the system. That's
17 what we've always been looking for, and even
18 as we grow, it's something that we still
19 highly value.

20 In terms of skills development, while we
21 have seen a decrease in workforce investment
22 we have acquired over the past five years, we
23 have gotten I think smarter and more targeted
24 over our investments and training, so, we're
25 still looking for good ideas on how we can

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2 use our training investments in a more
3 targeted way with higher impact and higher
4 outcomes for jobseekers, particularly around
5 some of these middle-skill careers, we want
6 to make sure we're using limited dollars and
7 want to make an investment in individuals
8 that will have a long term impact. So,
9 again, looking for ideas on how we can think
10 about that training and skills development
11 agenda in new and innovative ways.

12 And the last piece, before I get into
13 Section 3, is just folks saying,
14 individuals -- I'm not sure in one of the
15 workforce areas if it's news to anyone -- but
16 we certainly have been operating in a

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17 declining budget environment, so, there's
18 nothing telling us from the Federal
19 Government that our funds are going to be
20 increased in the coming years, but really our
21 commitment as the Department of Small
22 Business Services is to the career centers,
23 this is the core of what we do. We've been
24 lucky enough in the past few years to get
25 some one-shot investments, but really going

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2 forward, what we're looking at is a core
3 system being driven by the workforce Career
4 Centers, and we are going to be focusing our
5 investments, our time, our staff energy on
6 those particular programs.
7 So, I'm going to stop there and pause.
8 Any questions so far just on kind of a vision
9 about the strategy before we go into the
10 actual walking-through Section 3?

11 (No response)

12 MS. KAMATH: So, what I wanted to do
13 now, and I think folks have copies of the RFP
14 in front of them, is starting on Page 7, in
15 terms of the scope of services, I was not
16 going to walk through every section, but what
17 I wanted to do was just highlight a few of
18 the areas, because there's a lot here in
19 terms of the following seven, eight pages. I
20 wanted to highlight a couple of areas that I
21 think we pay particular attention to.

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22 So, in terms of Section B, the
23 contractor qualifications, what is critically
24 important to us is the successful experience,
25 using a business-driven approach. So we at

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2 SBS use this term a lot in terms of business-
3 driven, and what that means is from our
4 perspective, we've seen the most success for
5 our jobseekers by starting with the business
6 first, figuring out what a business means in
7 terms of its hiring and training needs, and
8 then finding the individuals to fill those
9 needs. We often find those individuals to
10 fill those needs out of a 150,000 folks who
11 are walking through our doors. We also ask
12 that you work with other partners to find
13 people who meet those qualifications. But
14 primarily the best way to serve the
15 jobseekers is using business-driven approach
16 where the business is really defining what
17 they're looking for, and so that's what is
18 critical to us in terms of experience.

19 So, while there are a lot of
20 organizations and contractors that have a
21 stellar kind of job preparation experience,
22 we value that and want to understand and look
23 for that, but we really want to understand
24 how organizations have worked with businesses
25 successfully. How you understood business

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2 needs, the tools that you use to develop
3 those relationships, as well as what specific
4 services you have offered to businesses. So
5 I think that's probably captured in terms of
6 those first two bullets primarily. And
7 again, all the bullets are important, but I
8 want to try to at least define some of the
9 things that might be a little bit unclear,
10 particularly for those who don't have as much
11 as experience with our system as others
12 might.

13 In terms of the technology requirements,
14 Section B, on that same Page No. 7, just
15 wanted to be clear, this comes up every time
16 we do a different conference. We use a
17 system of records called Work Source One
18 within our system, it is the requirement.
19 It's not a system that you can do back-data
20 entry at the end of the month or end of the
21 week. It's a real-time system that is the
22 requirement of anyone who runs our system.
23 So, a lot of organizations obviously have
24 very robust parent organization systems, but
25 in order to be a contractor running our

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2 system, and clearly if you are one of nine
3 centers, we need to be on all the same
4 database in a real-time fashion, and that's
5 something without exception. That is really

6 important to be very clear about in terms of
7 technology.

8 Turning the page to Page 8, we talk
9 about staffing requirements, and so, what's
10 important here is there is definitely
11 variation amongst our different current
12 contractors in terms of how many career
13 advisors versus account managers versus
14 intake staff that you have, so, we're not in
15 the business of mandating how many staff
16 members are in each function, but what we are
17 in the business of doing is understanding if
18 there is the right leadership team in place.
19 So, a cross-issue is, we try different
20 permutations of leadership structures, but we
21 feel firmly, we believe firmly that these
22 following leadership positions are important,
23 they are required and they make up a strong
24 leadership team that we need to see in place.
25 so, there is flexibility at the levels

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1 underneath that, but very much the leadership
2 level as articulated here is one that is
3 important to us.

4
5 In terms of Page 9, in terms of service
6 levels here, this is, you know, at a minimum,
7 we believe that each contractor should
8 demonstrate in their current portfolio
9 services to 2,500 individuals or more in at
10 least one year out of the last three years.

11 Clearly, when you look at the numbers,
12 150,000 individuals walking through all of
13 our centers means each center has an annual
14 traffic of about 25,000 to 30,000 people in
15 some of our larger centers. So, while that
16 minimum requirement is 2,500, its reason
17 being is that is such a large scale for many
18 organizations, it's pretty hard to replicate
19 if you are not running a workforce Career
20 Center, it's pretty hard to replicate a
21 20,000 to 30,000 volume per year. Just to be
22 clear, that's a minimum here, but the
23 expectation in terms of running a center is
24 obviously quite a lot higher based on the
25 traffic that we have seen throughout the

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2 system.

3 In terms of Area No. 4 on Page 9, the
4 target populations, I think it is important,
5 and it this is an area that I would find --
6 and I'll spend a couple of minutes on this --
7 in terms of the individuals that come into
8 our system and understanding the commitment
9 and the obligation that we have to serve
10 customers, but also being clear about what
11 that does and does not mean. So, we
12 generally can put individuals who walk into
13 our centers -- jobseekers who walk into our
14 centers who are looking for services -- into
15 four categories: Those folks who are ready

16 for immediate placement; those who are
17 looking for career upgrade; those who are
18 close to being ready for immediate placement;
19 and those who have significant barriers to
20 employment.

21 So, being a universal access system, our
22 doors are open to anyone. We are not a
23 mandated population. These are the
24 individuals that tend to walk in our system.
25 I think there is also probably a fifth

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2 category related to overlay category of folks
3 who we proactively market and draw into our
4 system.

5 So, you have the folks who walk in the
6 doors because they often hear through word of
7 mouth. We actually haven't done a
8 significant amount of formal marketing of our
9 system. But we do know that word of mouth
10 tends to probably be the highest referral
11 source for folks who come into our system.

12 what we do, given a business-driven
13 approach, where we know our population of job
14 opportunities, we know what the businesses
15 are looking for, our responsibility is
16 definitely to look through the folks who are
17 walking in our doors, and then to also figure
18 out how we can serve that business in the
19 most timely and effective manner, and if that
20 means marketing and going out and proactively

21 working with a community college, or
22 proactively working with a community based
23 organization or a different provider to draw
24 folks in who can meet a particular job
25 opportunity. We do that quite regularly and

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2 it is a very smart sourcing tactic in terms
3 of finding jobseekers who can benefit from
4 our system who might not already know about
5 our services but who can fill that business
6 need.

7 In terms of Page 10, Employer Services,
8 what it mentions here is this is another --
9 Part A, the General Principles is another
10 critical area that we're going to be looking
11 for in terms of the evaluation of our system,
12 and really I think all of the points under
13 this General Principles section are ones that
14 folks ought to look at to, in the course of
15 writing the response, pay particular
16 attention to.

17 In terms of business development
18 strategies, what we talk about a lot with our
19 current vendors in SBS is that we had moved a
20 few years ago away from kind of the typical
21 sort of job developer model where you have
22 folks who come into your system and you guys
23 kind of scan through your Rolodex and try to
24 find opportunities with businesses that are
25 more in need that fit with folks that are

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2 sitting in front of you. We don't do
3 business development in that way or using
4 that strategy. What we do is, we look at
5 labor market information, so, we use
6 proprietary databases here at SBS and we do a
7 lot of data mining that we share with the
8 centers to really understand what businesses
9 are growing, what businesses are newly
10 opening locations in New York City, what
11 businesses are experiencing some level of
12 turnover, and then helping each of the
13 centers come up with their own business
14 development plan based on a combination of
15 targeted sectors, based on a combination of
16 geography and where job opportunities are
17 that they believe that they have a jobseeker
18 pool that they can meet demand on.

19 Again, there is sort of the embodiment
20 to this business-driven approach, but we use
21 a lot of data to figure out who we go after.
22 It's not about more leads as much as our sort
23 of relationships as it is about using data.
24 That said, there's certainly a lot of
25 business that sort of falls into our laps, by

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2 being a major presence in each of the
3 boroughs, they have a lot of community

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4 outreach, a lot of businesses that do come to
5 our centers for services -- and that's great,
6 even though that's not kind of targeted per
7 say. We serve those business customers, and
8 that's an important part of how we reach our
9 25,000 job placements, but the majority of
10 our work, rather business development, is
11 much more targeted in terms of outreaching to
12 particular businesses that fit the profile
13 that we're looking for.

14 In terms of this fourth bullet, we are
15 looking for contractors that have an
16 in-depth understanding of employer hiring
17 requirements. This is particularly important
18 to us. As we make the transition to focus on
19 higher quality work and higher wage work, the
20 understanding of the job requirements for an
21 entry-level position is far different from
22 understanding the job requirements for a
23 middle scale or higher wage job. So, helping
24 to paint a picture and helping our group
25 evaluators understand how you differentiate

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 and how you really understand employer hiring
3 needs, particularly as it relates to higher
4 wage and more sophisticated work, is going to
5 be particularly important for us as we think
6 about where we want to take the system going
7 forward.

8 Lastly, the last bullet in this General

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9 Principles section in terms of targeting
10 overlooked sectors, two years ago, we made a
11 commitment to opening up three sector-focused
12 career centers, and the original premise
13 behind that is, if we can become industry
14 experts and provide a real value to
15 businesses with industry expertise, we'll
16 have access to higher-waged jobs. Our
17 jobseekers will be able to get access to
18 better work, they'll have longer retention,
19 we'll be able to serve that business customer
20 deeper. Over two years into that strategy,
21 we are seeing it bear fruit. In all three
22 sector centers, we have seen higher medium
23 wages in our regular workforce Centers.
24 we've seen higher levels of promotions and
25 advancements, and we've seen higher levels of

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 retention, at least with the data that we
3 have access to right now.

4 As we think about our total of nine
5 centers, we want to take the best of the
6 sector strategies and apply it to the general
7 centers as well. So, it will be particularly
8 important for us to understand how if at all
9 organizations and applicants have targeted
10 particular sectors, how they've built levels
11 of expertise, whether it's for occupations
12 for specific economic industries, and helping
13 us understand what that engagement has looked

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14 like with the lessons learned on how one
15 might apply that to a scale workforce1 Career
16 Center model.

17 In terms of employer engagements through
18 NYC Business Solutions, and the next section,
19 Terms of Coordination with the NYC Business
20 Solutions Centers, the easiest way that I
21 think about this is -- well, there is two
22 points to make here. We operate our system
23 under the brand of workforce1 Career
24 Centers. Within that, to a business
25 customer, workforce1 doesn't mean a whole

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1 PRE-PROPOSAL CONFERENCE, 5/13/2010
2 heck of a lot, but the brand of NYC Business
3 Solutions does mean something to employers.
4 So, while we operate a workforce1 system, the
5 brand that we always use when facing a
6 business customer is NYC Business Solutions.
7 So, it's very much a branding piece in terms
8 of providing the value to businesses.
9 Jobseekers probably recognize and put more
10 value and place more emphasis on the
11 workforce1 brand. We have this co-existence
12 of two brands. It's important that we have
13 been successful over the past year in very
14 specific targeting and marketing campaigns to
15 particular industries using the NYC Business
16 Solutions brand and really promoting nine
17 different business services that we offer
18 through that to be really starting to the

051310585_JobseekerTranscript.txt
19 develop the track record and reputation
20 amongst businesses, about what it means to
21 work with the City of New York. So, this
22 brand name and the notion of a suite of
23 services for businesses is critical to our
24 strategy, and we have been able to see a lot
25 of success from it.

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2 The second piece that I think is
3 important about this is, in turning the page
4 to Page 11, the Coordination of Business
5 Solution Centers. The Business Solution
6 Centers are essentially a sales force for the
7 workforce. They are a group of individuals
8 that go out and have contractual obligations
9 to find job opportunities with small and
10 medium businesses and to deliver those job
11 opportunities to the career centers to then
12 fill on. So, it's a great asset. It's a
13 great leverage point for the workforces that
14 you have without spending any of your own
15 budget, you have a full sales force for small
16 and medium jobs at your disposal.

17 As we think about our push towards
18 quality and our push towards higher-waged
19 employment, we find that there's a lot of
20 higher-wage opportunities in small and medium
21 businesses. So, the fact that you got a
22 sales force in the Business Solution Centers
23 that can look out for those job

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24 opportunities, and again, find them, source
25 them, deliver them to the career centers, is

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2 a great asset to leverage and one that will
3 certainly require coordination, but it is an
4 important aspect of the work that we do.

5 In terms of the strategies on the bottom
6 of Page 11, we have talked a bit about this,
7 but when you -- just to reiterate, in terms
8 of meeting employer needs, targeting the
9 sectors that we're looking for, being
10 intentional about the wages that we are
11 looking for in terms of the job placements,
12 making sure that we have the ability to fill
13 jobs system-wide, so if an employer comes to
14 one center, that center doesn't only have to
15 work with that center's jobseekers, they'll
16 have access to all of the citywide jobseekers
17 within the workforce1 system.

18 Business Development and Jobseeker
19 Placement Plans, so, we are very intentional
20 about the business that we go after and the
21 places that we intend to look for the
22 jobseekers to fill those jobs. So, again,
23 the first source is always the folks that are
24 walking into our center, but it's not the
25 only source in trying to figure out who the

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 right partners are to help us fill our job
Page 27

3 opportunities. It's critical on doing that
4 on a planful approach, typically on a monthly
5 and quarterly basis, it's very important to
6 the way that we work and the expectations
7 that we have for our vendor partners.

8 while I have talked a lot about business
9 services and obviously the business
10 engagement and business-driven approach
11 because that is the best way that we've seen
12 to deliver for jobseekers, the jobseekers and
13 jobseeker strategies are just as important in
14 terms of what we do within those career
15 centers. So, making sure that we have
16 contractors that understand those employment
17 opportunities, develop workshops, develop
18 training and preparation tracks that relate
19 to the jobs that we're offering is critically
20 important. So, the example that I often get
21 is a workshop around dressing for success --
22 not a bad thing, very important around job
23 readiness, but not directly related to the
24 job opportunities that we have. When you
25 think about, in a limited resource

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2 environment, you think trainers, time. You
3 think using time of jobseekers, using time of
4 staff. We want to be able to try to connect
5 those opportunities and those training and
6 development paths to things that are very
7 relevant to the jobs that are at hand. So,

8 all else equal, a dress-for-success workshop
9 versus how to be successful in entry-level
10 health care jobs, I would pick the latter. I
11 would pick the workshop in terms of -- or I
12 would put my resources into the workshop
13 focused on being successful on entry-level
14 health care jobs. That's what we mean by
15 that bullet.

16 In terms of using labor market
17 information, again, it's important to
18 understand the jobs that we have, and while
19 we certainly always have a pressure around
20 hitting higher and higher job placement
21 numbers, we do want to understand, are we
22 putting individuals into tracks that have
23 long term career growth and occupational
24 growth in New York City, and understanding
25 where those needs are long term, and what we

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 are doing to develop our own targeted sector
3 expertise within the career centers to
4 deliver on that labor market need for New
5 York City.

6 The third bullet point is one that is
7 very important. It is about three years old
8 in terms of managing a community partner
9 network. So, something that we've learned
10 along the way is that our centers, there are
11 a lot of the great community based
12 organizations primarily in New York, I think

13 over 250 that offer fantastic preparation and
14 training services, and it's a real boom into
15 our system if we can leverage those programs
16 that are spending a lot of resources and time
17 on preparatory tracks and then funnel those
18 folks in who often are very job-ready into
19 our system for job placement. So, there's
20 been a really strong connection that we've
21 developed over the past few years. Last year
22 we placed nearly 5,000 individuals who are
23 referred from community partner organizations
24 into our system for jobs. This is an area
25 that we want to continue to grow and continue

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2 to make our services very accessible and easy
3 to access for folks not only who walk in, but
4 for folks who are accessing training and
5 preparation services from partner
6 organizations.

7 I think I'm going to stop there in terms
8 of areas that I would highlight in terms of
9 what we're looking for. Obviously it is all
10 important, yes, very targeted areas of
11 explanation in the RFP. But I what I wanted
12 to do there is just to highlight some of the
13 pieces that we pay particular attention to
14 given that there's a lot of information. So,
15 I'm going to stop there, and we'll open it up
16 for questions to our team now. Thank you.

17 Just state your name and organization.

18 Q. Just a tiny question about, do the
19 jobseekers have to have what type of
20 naturalization, or have to be permanent residents,
21 or what do they have to have in terms of immigrant
22 status?

23 MR. WHITE: Anybody we serve has to have
24 formal documentation.

25 Q. As an American Citizen or as a permanent

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2 resident?

3 MS. GUMAER: Ability to work.

4 MR. WHITE: We are prohibited to do
5 anything going beyond that.

6 Q. You talk a lot of about I guess the
7 performance-based bonus structures, and you give
8 some statistical information on the performance of
9 the current vendors for 2008 and somewhat
10 abbreviated for 2009. Can you tell us, what were
11 the performance goals that you had set for them
12 compared to their ultimate performance? So we
13 understand what was the expectation versus what was
14 delivered.

15 MS. GUMAER: Is there a specific page you
16 are looking at?

17 Q. There are many, but we could talk about,
18 if you look Appendix 2, you give the total number
19 of job placements, the total number of registered
20 jobseekers. You can run a percentage off of that,
21 I assume that percentage is somehow related to a
22 performance objective. I'm just sort of curious

23 maybe at the broadest sense, if we were to just
24 look at the percent of people who were registered
25 versus ultimately placed in jobs, what would have

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2 been the expectation, what percent? People that
3 are running somewhere between 10 and 15 right now?

4 MS. GUMAER: well, we don't have -- I
5 mean, given the volume of people who come in
6 the front door, we don't set a goal as to
7 "you are going to serve X number of people
8 who walk in."

9 We do set goals specifically around
10 total job placements, but it is not a
11 percentage of the front-door traffic or the
12 registered jobseekers.

13 Q. So, maybe I could just clarify my
14 question. You are going to reward the vendor in
15 some way with the performance bonuses that are
16 based on the actual results, right? It says that
17 there is going to be a discussion between the
18 agency and the vendor to come up with what some
19 targets would be.

20 I assume that in place right now, you have
21 some targets that you had for your current
22 vendors. And I guess I'm just again trying to
23 understand what one's expectations are. So, using
24 raw percentages, roughly 10 to 12 percent of the
25 people who are being seen right now are being

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2 placed. Is that good in your mind? Are you
3 looking instead for 50 percent, and therefore,
4 these people would only have been getting 20
5 percent of the performance bonus? I just want to
6 understand what the --

7 MS. KAMATH: I think you're asking two
8 questions here. One is, it seems like you
9 are asking what are the particular
10 expectations that we've set for performance
11 based payments, which is one question.

12 And there's a separate question in terms
13 of our evaluation for what is success in
14 terms of numbers of folks that walk in the
15 system.

16 And just to clarify, those are two very
17 separate conversations. I think you are
18 linking them, that we are defining success in
19 terms of the ratio of folks who walk in to
20 the folks that are placed. And what Shanna
21 just said is we're not.

22 We have other indicators that we use to
23 determine performance-based payments which
24 are largely based on, as Shanna said, the
25 total placements. Some of our workforce

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2 investments ask measures around job
3 retention, and then going forward, some of
4 the areas that we articulate in terms of the
5 vision from what we're going at in terms of

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6 growth, scale, quality, customer service are
7 again areas that we will talk about in terms
8 of performance and negotiate with contractors
9 who are awarded.

10 MR. WHITE: Just to add one more point,
11 just in terms of the broadest sense, the
12 numbers you see have been successful in terms
13 of most of our contractors right now are
14 meeting their targets, and as Angie said
15 earlier, we are looking to seek within our
16 current numbers. Of course we do expect the
17 growth, but what you see right now is a
18 reflection of the system that we find very
19 successful.

20 Q. So, can I follow that up with a question
21 on how that's actually applied. I'm looking at
22 your budget sheet, and on the budget sheet, you
23 indicate that you should list all of your costs,
24 come up with a total to run the program.

25 You then indicate that up to 30 percent of

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2 the budget will be held back and paid out based on
3 performance results.

4 So, I guess my question is, are you
5 looking -- let's just use the raw numbers you put
6 in the proposal of \$3.5 million dollars as a cap,
7 and you say roughly 30 percent would be held back,
8 so let's say that's a million dollars. would you
9 be looking for hard expenses against 3.5 million or
10 hard expense against 2.5 million?

11 MS. GUMAER: Hard expenses against 3.5,
12 the total budget.

13 Q. So, if one were to run a program and not
14 meet their objective, it is possible that they
15 would have spent an extra million over what they
16 got reimbursed back?

17 MS. GUMAER: Yes.

18 MS. KAMATH: Just to clarify, I think
19 you used the term performance-based
20 "bonuses," these are performance based
21 payments. So, again, this is part of the
22 total structure, it is not a bonus incentive
23 structure. It's again, you clarified for
24 your question, it's part of the total
25 budget. And the 70/30 split is the total

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2 contract value. But we're not talking about
3 a bonus over and above for achievement of
4 milestones.

5 Q. I saw that you have a fringe rated cap on
6 the highest rate to involve 8.5. You didn't seem
7 to budget anything in terms of the administrative
8 for support indirect. Do you have a cap or limit
9 or a preference?

10 MS. KAMATH: I'm sorry. Can you just
11 repeat the last part of your question?

12 Q. Sure. Do you have a cap or a limit for
13 administrative costs for the support indirect or a
14 preference that you're looking for in terms of the
15 total budget, percentage of the total budget?

16
17 consistent with our policy. I think we can
18 publish in the addendum what we're looking
19 for right now, which is I think capped at 10
20 percent, which you apply for though. But we
21 can more thoroughly go through that in the
22 addendum.

23 Q. I have a question regarding just the
24 entire proposal. There is a thirty-page limit, one
25 of the skinniest I've ever seen. In terms of

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2 scoring, and this is going to be helpful for us as
3 we think it through, in each subsection, will it be
4 scored? I mean, do we have to be referencing
5 different things in each section and repeating?
6 How is it going to be reviewed, if it is something
7 that you can answer; is it going to be passed out
8 and reviewed by graders from beginning to end and
9 scored, or are people going to take sections of
10 their proposal and review it in different ways?

11 So, I'll just read the question the way it
12 was prepped: Will each subsection experience
13 organizational capacity and proposed approach be
14 scored without reference to the other subsections,
15 or will evaluators be able to draw in content
16 across all sections to determine if a point is
17 adequately covered?

18 when covering the same topic in different
19 sections, does proposer have to repeat points made
20 in the prior section? It is really an important

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21 piece.

22 MR. WILLIAMS: Can you repeat the last
23 part of that? That was a long question.

24 Q. As the covering of same topics in
25 different sections, does the proposer have to

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2 repeat points made in prior sections?

3 MR. WILLIAMS: Well, I would think, if
4 you basically provided the same answer in a
5 different portion, you can refer them back to
6 that particular section so that you don't
7 have to repeat it. That would be what we
8 would advise. Certainly, you could you
9 repeat your answers, but I do understand that
10 for purposes of limiting and meeting the page
11 limit, that yes, you could basically refer
12 back to an answer in another section.

13 Q. Again, another very naive question. I may
14 not have read this very carefully but, are you
15 going to choose more than one agency per borough
16 competition? Will only one agency be chosen per
17 borough?

18 MS. GUMAER: One per borough.

19 MR. WILLIAMS: We basically divided this
20 up into sites, so, there are sort of
21 different competitions. So, there will be
22 one selection for each competitive pool. So,
23 you have five pools, so, it will be five
24 selections.

25 Q. Thank you for answering, and one more

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2 thing that is connected to that, which is, if we
3 are a community based organization in the Borough
4 of Brooklyn, can we partner and collaborate with an
5 agency in the Borough of Manhattan or Staten Island
6 for example? Can we collaborate and partner with
7 an agency in another borough in this proposal?

8 MS. GUMAER: Yes. There is nothing in
9 the proposal that prohibits that type of
10 partnership.

11 Q. Not to be petty, but just to be safe, with
12 regards to the physical configuration of the
13 proposal; page numbers, fonts, spacing, back-to-
14 back and such, could you clarify what all those
15 specifications are and which do or do not make you
16 non-responsive?

17 For Example, if you do go onto Page 31,
18 are you not responsive?

19 MR. WHITE: It's a good question, and
20 we'll provide a detailed answer.

21 Q. On the sites themselves which I guess you
22 have existing leases on or something, there is no
23 mention of cost like rent or electricity on the
24 budget sheet. Do we assume that that's covered
25 outside the budget? And if not, will you be

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2 providing us what the existing costs are for rent,
3 electricity?

4 And I guess a follow-up question would be,
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5 do the sites come with computer equipment and
6 telephones and telephone equipment, or do we need
7 to provide that? And if they come, will we need to
8 maintain it?

9 We need information about that.

10 MS. GUMAER: All of those facilities and
11 the operational-related expenses would be
12 considered outside of the budget. And if you
13 needed new computer equipment because you are
14 proposing a brand new site, then that would
15 be part of a startup budget for that center.

16 Q. So, we wouldn't address any of that at
17 all? You did mention like computer -- you
18 mentioned telephone in your list on the budget
19 items. So, what is that?

20 MS. GUMAER: So, that I think would be
21 ongoing utility costs, but we'll clarify in
22 the addendum. I want to make sure I'm giving
23 you exactly the right answer. But generally,
24 that is not considered as part of the
25 operating expenses or program expense.

1 Q. So, if we were to use telephone, as an
2 example, in the budget, if we have to worry about
3 ongoing -- for example -- usage charges, we would
4 want to know what the current usage charges are for
5 telephone, broadband, all that other stuff. If we
6 don't have to worry about it at all, that's great
7 too.

8 MS. GUMAER: So we'll get clarification
9

10 for you.

11 Q. A second question. Do you know currently,
12 of the applicants that have been placed, how many
13 in the past two years have been eligible for WOTC
14 type credits? Do you have any way to find that
15 out?

16 MS. GUMAER: No.

17 Q. You don't ask the people when they come in
18 to fill out eligibility criteria?

19 MS. KAMATH: It is based on the
20 Workforce Investment Act, it is all
21 voluntarily given, so. And there's a lot of
22 subcategories in the Work Opportunity Tax
23 Credit, as well as other statuses, so, we
24 don't have a definitive way, given that the
25 information is all voluntarily given to

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2 provide that.

3 Q. I'm sorry, what do you mean voluntarily
4 given?

5 MS. KAMATH: So, in terms of the system,
6 our universal access system, someone could
7 opt to provide all of that information, or
8 they could opt to provide none of it and
9 still be served within our system.

10 So, when you have a voluntary data
11 field, it means that we cannot deny anyone
12 services, but if they choose to not provide
13 that, you can probably guess what happens.
14 We probably have a 20 to 25 percent response

15 rate on those areas. So, the data is thereby
16 in effect pretty meaningless. So, one way to
17 answer is, we don't have the ability to offer
18 you that information.

19 Q. So, can one not answer the questions?
20 Because I would think that would be a valuable
21 benefit to employers if you could say that you
22 would be able to offer them employees who would be
23 eligible for tax credit.

24 MS. KAMATH: So, in your proposal, if
25 that's the strategy that you want to pursue,

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2 you should put that.

3 Q. You would not have a prohibition against
4 asking?

5 MS. KAMATH: If that's the tactic that
6 you think is going to be successful to engage
7 businesses, it's one that you should put into
8 your proposal.

9 Q. I have a question about advance at work
10 which was included as an appendix with very
11 specific set of services. It is anticipated that
12 all of those special services would be continued in
13 this, continued at workforce1 contract?

14 MS. KAMATH: At this point in time, we
15 assume that they would be continued.

16 Q. And the other question is, the RFP states
17 overtime hours, you know, Saturday hours. Would we
18 assume overtime hours in putting the budget
19 together here?

20 MR. WHITE: For the sake of the
21 proposal, yes.
22 Q. I wanted to know if profit was allowable
23 under the solicitation?
24 MR. WILLIAMS: Yes.
25 Q. What is that based on a percentage of?

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2 MR. WHITE: we'll get a formal answer to
3 you, but it is based on US law guidelines.
4 Q. Back to the proposal format. Is the price
5 proposal also factoring in a percentage of the
6 total score? Because it doesn't seem like it,
7 because you have 25 percent is experience, 25
8 percent organizational capacity, and 50 percent is
9 the proposed approach. But we are not sure where
10 the price proposal fits in, and is that going to be
11 scored?
12 MR. WILLIAMS: The answer to your
13 question is, price proposal is not part of
14 the technical review. The purpose of the RFP
15 is for proposers to submit a technical
16 proposal without consideration of price.
17 After the evaluation committee reviews
18 according to those criteria as stated in the
19 RFP and there is a rating, then at that
20 point, they will then be looking more
21 seriously at price.
22 So, what we are looking for is the
23 highest rated technical proposal that meets
24 the requirements and it is scored against the

25 criteria that are contained in this RFP.

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2 Just for clarification, the evaluation
3 committee members will have an opportunity to
4 see the price proposal. However, the price
5 proposal is not scored. They will be looking
6 at it to see the connection between what you
7 are budgeting and its correlation to the
8 services that are being provided in your
9 technical proposal. However, they will see
10 it, but it will not be scored. It is not
11 part of the scoring.

12 Q. The other related question I have is on
13 the time frame. Is it SBS's intention that the
14 contract start date would be October 1, 2010? And
15 if so, would the current operators of the program,
16 would there be some transition phase of a
17 quarter -- like how do you intend to get a new
18 contract started up? And let's say you pick
19 different vendors for each center, do you see a
20 transition strategy there?

21 MS. KAMATH: Sure. That's up to
22 negotiations prior to the circumstances of
23 each individual center, but we do intend to
24 start contracts October 1st, assuming that
25 the different oversight agencies oversight

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2 steps that are outside the control of SBS

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3 occur on a timeline that we set up. But as
4 to the transition period, and the
5 circumstances are just to be negotiated on a
6 center-by-center basis based on what we're
7 looking at.

8 Q. Just to clarify a question earlier about
9 advance at work, are we to understand that any
10 separate budget that is now available for advance
11 forward programs that are operating would now be
12 rolled into or included in the \$3.5 million?

13 MR. WHITE: That's correct.

14 Q. First, are we at a disadvantage if we
15 don't know what the advance program that existed
16 was?

17 MR. WHITE: There is a description in
18 the proposal.

19 Q. Can you explain on Appendix 2, you have a
20 section labeled "Training," and it talks about the
21 individual training grants that were secured by
22 each of those vendors. I just want to understand,
23 the vendor's responsibility is to sort of target
24 potential jobseekers towards potential providers of
25 training, but not to provide this training?

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2 MR. WHITE: That's correct.

3 Q. So, this money is not coming out of the
4 budget, this would be a separate aspect we're
5 receiving?

6 MR. WHITE: Exactly.

7 Q. The second question, on the sites

8 themselves, you indicate that they are open and we
9 can go visit them if we want. Do we need to make
10 an appointment? Are we allowed access; do we see
11 the whole site, or are we only going to be in the
12 reception area? How do we know what's going on
13 there to understand the facility?

14 MS. GUMAER: I think we would do it by
15 appointment to avoid overwhelming the current
16 centers and vendors. If someone is
17 interested, you should reach out to our
18 procurement office.

19 Q. The proposal references a Schedule B
20 Subcontractor Participation Plan, but that was not
21 included in the PDF available for download. How
22 can we get a copy of that?

23 MR. WILLIAMS: Schedule B is not
24 required.

25 Q. Hello. So, back to the appendixes,

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2 Appendix 7 and 8, I needed some clarification from
3 that. Are we to be assuming you are asking for
4 projections for a quarter; is it correct to assume
5 that we are projecting for Quarter 1, or maybe a
6 subsequent quarter, like what we would anticipate
7 being our maximum full performance? So, it's the
8 sourcing and placement plans, just getting a sense
9 of factoring in what kind of staff outlet you need
10 to make it?

11 Then secondly, there are different
12 categorizations of how we achieve placements, but I

051310SBS_JobseekerTranscript.txt
13 think one of those appendixes doesn't really kind
14 of rock it all out so it is not 100 percent. Do
15 you want us to modify our submissions to include
16 100 percent placement? And for what quarter; like
17 the top quarter or the 1st Quarter?

18 MS. KAMATH: So, I think the Development
19 and Sourcing Plan would make sense at full
20 ramp up; what can we expect an organization
21 to produce.

22 Q. Section 4 of the RFP lays out the various
23 points to be addressed, and the body of proposal is
24 to regard to experience organization as the
25 proposed approach. Regarding the thirty-page

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 limit, should these points be turned into section
3 headings when we complete our response? Can they
4 be abbreviated in any way?

5 MR. WILLIAMS: Section 4 basically
6 provides for you your proposal format. It
7 probably -- and of course this is a decision
8 that you have to make as you are putting your
9 proposal together, however, I would suggest
10 that you try to as close as possible follow
11 the format that we have enclosed here. It
12 obviously is sort of a blueprint for how you
13 should be putting your proposal together. And
14 I think it probably will be much easier for
15 evaluators to read if you follow pretty much
16 the format that we have here.

17 MR. WHITE: Just a quick addition there,

051310SBS_JobseekerTranscript.txt
18 and we've talked a lot about thirty pages,
19 and as you can read in the RFP that is
20 preferred. So, there's no prohibition of
21 anything over, although it is "preferred"
22 with a capital "P."

23 MR. WILLIAMS: I think that accurately
24 reflected that, although we put a thirty-page
25 maximum, I think that what we're trying to do

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 is, I think it would help in terms of getting
3 immediately to the meat and potatoes of your
4 proposal in terms of how you are going to
5 address certain things.

6 Now, certainly if someone went over by
7 five pages or ten pages, would you be
8 penalized? No.

9 But we are just trying to -- the
10 anticipation is that this will be highly
11 competitive. And given that we have five
12 separate competitions, basically, that is a
13 lot of reading, and so we are just trying to
14 make sure that we give you the format for it,
15 indicate in the RFP as well as in the
16 pre-proposal conference what we're looking
17 for, and hopefully what you see here and what
18 we've clarified, any information that the
19 workforce team has given you will help you be
20 a little bit more brief in getting to exactly
21 how you are going to tackle taking on a
22 workforce1 Career Center.

051310SBS_JobseekerTranscript.txt
23 By the way, I also want to bring to your
24 attention, on Page 23, there was a question
25 earlier regarding the evaluation, and in

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 Section 5, it indicates what the evaluation
3 criteria are, which are demonstrated:
4 Experience, organizational capacity, and
5 quality of proposed approach. And if you
6 look in that particular section that I just
7 referred to in terms of what gives you the
8 format, there is direct correlation between
9 those two. It's just in that prior Section
10 4, it is basically telling you what you
11 should include in those sections, which
12 certainly makes it much easier we think for
13 you to follow, because we have basically
14 given you a format, and it's certainly much
15 easier for evaluation committee members to
16 read.

17 MR. OWH: I'm Michael Owh, Deputy
18 General Counsel. I think someone asked
19 earlier whether or not those three sections
20 whether or not they will be read separately.
21 They will not be read separately. The
22 evaluators will be reading the whole proposal
23 together.

24 Q. I guess, Shanna, you answered this, but I
25 want to clarify. Lease space not in the 3.5, if

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
Page 48

2 you are perhaps one of the centers currently
3 located with the New York State Department of
4 Labor, would we have to factor rent that might be
5 paid to DOL if they are actually the owners of the
6 lease?

7 MS. GUMAER: No, I don't think. And
8 we'll clarify all of the facilities cost, but
9 no, not to my understanding.

10 Q. To go back to your budget for a second,
11 for those of us who don't hold the contract now and
12 start the contract up when we are awarded it, we
13 may find that the projections in terms of the way
14 we have it staffed especially for the more junior
15 staff are either under or overstated. How does
16 that factor into the budget?

17 So, let's say for example we're going to
18 need fifteen sales people, and we find out after
19 the fact that no, we need only ten, and can we move
20 that money around because we need something else
21 smaller; is that okay, or are you stuck to whatever
22 you've laid out in your proposal?

23 MR. WILLIAMS: That's something that
24 certainly, once we finished rating and
25 everything, would be part of the

1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 negotiations, just in terms of what the
3 workforce team thinks makes sense as far as
4 providing services.

5 So, certainly, that will be part of
6 negotiations, and in fact that might be a

7 question that might come up in reviewing
8 whatever is contained in your proposal and
9 your budget.

10 Q. But I guess my question still is, let's
11 say after the first six months or nine months, you
12 say, "Oh, gee, I really need more of something," or
13 "I need less of something," is that okay?

14 MR. WHITE: Budget modifications are
15 allowable.

16 Q. Is it possibly you would apply for a
17 modification?

18 MR. OWH: That's actually a question
19 that could be addressed after the competition
20 is over. So, if you do win a competition and
21 you do win the contract, that is something
22 that would occur in negotiations with the
23 program staff and your organization.

24 Budget modifications like that are
25 allowable, but it is not appropriate in this

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 context to discuss that. Does that make
3 sense?

4 Q. I guess I'm still trying to understand
5 though, when you put down a budget that you are
6 thinking is going to be some number, let's say you
7 are at your maximum cap, what I wanted to
8 understand is, going forward, can you move things
9 around within that, or are you stuck? I just want
10 to know.

11 MR. OWH: If you have a contract with
Page 50

12 the City and you have a total budget number,
13 within that it is allowable to make those
14 modifications. However, again, that's not
15 going to be part of the competition.

16 Q. As part of the price proposal, in previous
17 contracts, there were certain line items that were
18 specified. So, a certain amount have to be
19 allocated each year for technology and consulting
20 and such. Is there any provision for those sorts
21 of buckets in this contract, and/or will we be able
22 to get a specification of what sorts of charges
23 such as Smart Charts, such as marketing banners and
24 such, will be covered centrally as opposed to
25 needing to come out of the operating budget?

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1 PRE-PROPOSAL CONFERENCE 5/13/2010

2 MR. WHITE: For the purposes of the
3 proposal, I think we encouraged in the price
4 proposal for you to suggest everything you
5 need to operate the center. After that, and
6 again, going into negotiations and something
7 like that, we can talk about what makes sense
8 and what doesn't. But for the purposes of
9 this proposal, everything you think you need
10 to run the center should be included in the
11 price proposal.

12 MR. WILLIAMS: Are there any other
13 questions?

14 Q. As far as like putting the budget
15 together, like this swipe card, how are we suppose
16 to know how much to put for swipe cards as part of

17 your daily supply? How would you know how much to
18 put in if you don't have that information?

19 MR. WHITE: I would just say in Section
20 3, we go through what the requirements are of
21 our expectations of the contract. In that
22 example, that is in there in that list.

23 Q. Okay.

24 MR. WHITE: That's just one example.
25 when we evaluate, we will only evaluate on

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 what we expect or what are have put in as an
3 expectation. So, we have used some terms
4 today that our current programs -- but what's
5 in here is what the narratives should
6 address.

7 Q. Sounds like when you answered this
8 gentlemen's question about staffing, I guess when
9 you get to the second part it is to be suggested
10 based on past experiences as to how many people you
11 need in various job descriptions; is that correct?
12 So, there is not going to be as much flexibility as
13 far as you say, "well, our model, we want to have
14 more corporate reps" --

15 MS. GUMAER: Right. It will be a
16 conversation. So, if those applicants will
17 propose a model based on what you think is
18 right, what you think the strength of your
19 staffing model is, and then once the contract
20 is awarded, we'll have a conversation about
21 what our experience has been at the centers

22 in comparison to your model, and it will be
23 part of the negotiation.

24 MR. WHITE: For purposes of the
25 proposal, Page 17, Staffing Plan, that's

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2 exactly what we're looking for. And if you
3 provide that, that's what we would like.

4 Q. I just had a relatively minor question.
5 On Page 16, it is the last question under the
6 "Experience" section, when you ask for the number
7 of individuals trained by an organization, could
8 you define to me what "train" is? Is it a referral
9 as to training, occupational training; could it be
10 participation in a workshop? What are you looking
11 for there?

12 MR. WHITE: We'll formally address that
13 in the addendum.

14 Q. Hi. Since you have mentioned that you
15 will in negotiations and stuff share your best
16 practices with staffing models, will you be
17 prepared in the addendum to share with us what some
18 of the staffing models that are currently being
19 used are so we'll have a sense of how many business
20 developers are being used and how many career
21 counselors are being used and stuff like that?

22 MR. WHITE: I think we can give in the
23 addendum a general sense in response to your
24 question.

25 Q. You mentioned in your Page 7 regarding

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 your collaboration between two contractors per
3 competition, do you currently have two contractors
4 in one particular borough at this present time?

5 MR. WHITE: But that's not exactly what
6 that is referring to. What this is referring
7 to is that we would allow a combination of
8 two partners to operate a center.

9 Q. So, do you have any two partners operating
10 a center currently?

11 MR. WHITE: No. At this time, we
12 don't.

13 MR. WILLIAMS: Are there any other
14 questions?

15 (No response)

16 MR. WILLIAMS: So, before everyone tries
17 to run out, let me just go over a couple of
18 things for you.

19 On page 22 of the RFP, there is Section
20 G, there's a Proposal Package Contents
21 Checklist. After you have completed your
22 technical proposal and put in your pricing
23 and everything together, as you are putting
24 your packets together to submit it to us here
25 at SBS, please make sure that you utilize

1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 this checklist to make sure that you have not
3 left anything out. As I said before we
4 started, I really do not like the idea of

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5 someone having gone through the work of
6 putting their proposal together but then
7 leaving out a required document, because if
8 when we review them and we go through them,
9 there is a required document that is not
10 included in your package, it will not be
11 considered. It will not be submitted to the
12 evaluation committee. So, I just want to
13 make that abundantly clear, and that
14 certainly you need to make sure that someone
15 is checking to make sure that everything is
16 there.

17 Again, I also want to reiterate the
18 evaluation criteria that's outlined on Page
19 23 in Section B, I know there is often a
20 question about what is being considered. We
21 did indicate during this conference that the
22 evaluation committee members will have an
23 opportunity to look at your pricing, but they
24 will be looking at pricing in terms of how it
25 correlates to what services you are going to

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 be providing. Pricing does not receive a
3 score.
4 Q. I have a small question. At the very end
5 where it says "Package Contents," it refers to
6 three sealed inner envelopes: one sealed envelope
7 containing the entire proposal; another sealed
8 envelope containing Doing Business Data Form; what
9 does the third sealed envelope contain?

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051310SBS_JobseekerTranscript.txt
MR. WILLIAMS: Your price proposal.

10
11 Q. Can you just clarify that -- I'm
12 following-up on her question -- that the price
13 proposal and budget justification narrative should
14 be in a separate envelope not included in the
15 program proposal as listed here? Just confirm
16 that?

17 MR. WILLIAMS: Yes. Are there any other
18 questions?

19 (No response)

20 MR. WILLIAMS: I just have a couple more
21 things. I'll just hold you for a couple
22 seconds more.

23 On Page 5, it is interesting no one
24 asked this question, I guess everyone read
25 this section, section C, the anticipated

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 contract term, the anticipating awarded
3 three-year contract, and we would be
4 including options to renew for up to three
5 years. So, I thought that also is important
6 to bring out. Interesting that no one asked
7 that question.

8 And also I just wanted to advise
9 everyone that upon notice to selected vendors
10 to negotiate a contract award, there also
11 would be required to meet the requirements
12 for Doing Business with the City, which of
13 course the Doing Business Data Form is one of
14 those, but they would also be required to

051310SBS_JobseekerTranscript.txt
15 submit an employment report to Small Business
16 Services Department of Labor Services, and
17 also VINDEX, which many of you may be
18 familiar with. Anyone who has questions
19 regarding that paperwork certainly can send
20 us an email, and we can answer questions
21 regarding that. However, those documents
22 will not be required to be submitted with --
23 it's only if you are selected. But I just
24 want to put you on notice that those are
25 requirements.

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 We do a responsibility determination
3 which is really based on the information that
4 you submit in VINDEX and also information
5 that you submit in your employment report
6 that's submitted to the Department of Labor
7 Services here at SBS, and that information is
8 taken into consideration because the
9 procurement office and me as the Agency Chief
10 Contracting Officer, I have to make a
11 determination that who we are doing business
12 with is a responsible organization.
13 So, also some other things for those of
14 you who do business with the City, you know
15 that on your other contracts, you get
16 performance evaluations. These are all
17 things that are taken into consideration in
18 terms of determining whether we are dealing
19 with a responsible vendor.

051310SBS_JobseekerTranscript.txt
20 I also want to make sure that -- because
21 I know sometimes for not-for-profits there's
22 a little bit of an issue with your audited
23 financial statements, which you are required
24 to submit your most recent full audited
25 financial statements with your proposal.

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 when you read through the RFP, it will
3 indicate that if it's not available, you will
4 need to provide a statement as to why it is
5 not available, because it is certainly
6 important for us to have that information in
7 order for us to make an internal decision
8 regarding responsibility.

9 with that, are there any questions at
10 all, any remaining questions about anything
11 that we covered here, or anything regarding
12 what's required to submit on the due date of
13 June 8th?

14 Q. I'm just wondering when you have an idea
15 of when you will release an addendum?

16 MR. WILLIAMS: Probably we'll have to
17 wait until we get the transcript from the
18 stenographer which we should probably have by
19 maybe Friday or Monday. So, the end of next
20 week, we probably should be able to get it
21 out to you.

22 Bear in mind also that folks can still
23 submit questions. So, although we may put in
24 writing all of the answers to the questions

051310SBS_JobseekerTranscript.txt
25 here and provide the transcript, I believe

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 the last day that questions can be submitted
3 is the 18th. So, you would have to give us a
4 little bit of time past the 18th to do that.
5 I would expect that maybe a few days after
6 that we could have it out there to you. It
7 also depends on how long the questions are.

8 Q. I think I know the answer to this
9 question, but, for-profit organizations can compete
10 for this, correct? And just to reiterate, you are
11 going to in the addendum give the City's
12 procurement rules on the profitability
13 for-profits?

14 MS. GUMAER: Yes.

15 MR. WILLIAMS: Those are not procurement
16 issues. They are more of budget and policy
17 issues with respect to what's allowable. But
18 certainly we'll confer with our budget
19 director and get an answer back to you on
20 that.

21 By the way, it is always a good idea for
22 those of you who still have asked questions
23 here and would like to ensure that your
24 question is answered in writing that you can
25 follow-up and continue to also send your

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 questions to us in writing, the same
3 questions that you asked here.

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4 Q. If you write a question to, you know,
5 Small Business Services, can you expect an answer
6 within two or three days?

7 MR. WILLIAMS: All of the questions that
8 you asked up until the 18th, the deadline, as
9 long as you get the question to us by the
10 deadline of the 18th, your question and the
11 answer will appear in the addendum. After
12 the 18th, no more questions will be accepted.

13 Q. Again, if you are an agency in Brooklyn
14 and you want to collaborate with an agency in
15 Manhattan to work out of the a Workforce Center in
16 Manhattan, or you have to be in your Brooklyn
17 area? If you are a Brooklyn agency, do you have to
18 have workforce development in the Brooklyn center,
19 or can you go to another borough?

20 MR. WHITE: Our requirements are in the
21 RFP, and that's location of the contractor's
22 offices, experience is not one of them.

23 Q. So, location is irrelevant?

24 MR. WHITE: The home address of the
25 contractor is not one of the things that we

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1 PRE-PROPOSAL CONFERENCE 5/13/2010
2 are pursuing in this RFP.

3 Q. So, we can be in Brooklyn and doing work
4 in the Manhattan workforce Center?

5 A. Yes.

6 MR. WILLIAMS: Just to follow-up, I
7 don't think we meant the RFP to be
8 restrictive in that way, in terms of saying

9 that only Brooklyn can serve Brooklyn and
10 Manhattan can only serve Manhattan. I don't
11 think that the RFP should be interpreted to
12 mean that.

13 Are there any other questions?

14 (No response)

15 MR. WILLIAMS: If not, good luck,
16 everyone. Thank you for coming. Certainly,
17 if you have questions before you run out, if
18 you have questions, you certainly can submit
19 them to us. There is the Procurement Help
20 Desk website that's indicated in the RFP, and
21 you can submit your questions there. Just
22 remember that May 18th is the last date for
23 submission of questions, and that June 8th is
24 the due date for submission of proposals.

25 (Continued on the next page.)

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1 PRE-PROPOSAL CONFERENCE 5/13/2010

2 And thank you all for coming.

3 (Whereupon, the conference was concluded
4 at 3:38 p.m.)

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1 C E R T I F I C A T I O N
2
3 STATE OF NEW YORK)
4 COUNTY OF NEW YORK) : SS.:

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7 I, CASEY MARTIN, a Stenotype Reporter and
8 Notary Public for the State of New York, do hereby
9 certify:

10 THAT this is a true and accurate
11 transcription of the New York City Department of
12 Small Business Services pre-proposal conference
13 held on May 13, 2010.

14 I further certify that I am not related
15 either by blood or marriage to any of the parties
16 in this matter; and

17 I am not in any way interested in the
 Page 62

18 outcome of this matter.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand this 13th day of May 2010.

21

Casay Martin

22

CASEY MARTIN

23

24

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SECTION VI: SITE VISITS:

While each center is accessible to the public during regular business hours, SBS staff will be available at the following times to escort interested parties through the current locations.

Bronx: Wednesday, June 2nd, 10:00AM to 11:00AM

Brooklyn: Wednesday, June 2nd, 2:00PM to 3:00PM

Queens: Thursday, June 3rd, 10:00AM to 11:00AM

Staten Island: Thursday, June 3rd, 4:00PM to 5:00PM

Upper Manhattan: Wednesday June 2nd, 12:00PM to 1:00PM

ATTACHMENT C

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: JOBSEEKER AND BUSINESS SERVICES AT WORKFORCE1 CAREER CENTERS

PIN # 801SBS90077

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, 2010
Addendum # 2, Dated _____, 2010
Addendum # 3, Dated _____, 2010
Addendum # 4, Dated _____, 2010
Addendum # 5, Dated _____, 2010

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

Please note: Proposers must include completed ATTACHMENT C - Acknowledgment of Addenda, which is part of the RFP document - with their proposals. (See Attachment C)

Sincerely,

Daryl Williams

Daryl Williams
Agency Chief Contracting Officer



NEW YORK CITY
DEPARTMENT OF SMALL BUSINESS SERVICES

REQUEST FOR PROPOSALS FOR

JOBSEEKER AND BUSINESS SERVICES AT
WORKFORCE1 CAREER CENTERS
PIN: 801-SBS90077

ADDENDUM No. 2

Date: June 14, 2010

This addendum includes the following information:

- Section I: Changes to the RFP
Section II: Change to Format and Content to Proposal

SECTION I: Changes to the RFP

The proposal due date has been changed from June 15th
to

June 21, 2010 at 3:00p.m.

SECTION II: Format and Content to Proposal

In the original text, Section IV: Format and Content of Proposal - on Page 20 of the RFP Sub-section D. (Proposed Approach) Item #5. "Proposed Alternative Location (if appropriate)" is revised to include the following language:

*The Department of Small Business Services, although requesting this information concerning a proposed alternative location, it will **NOT** be considered as part of the evaluation of proposals. Such information may be utilized in the conduct of negotiations with the selected proposer.

Please note: Proposers must include completed ATTACHMENT C - Acknowledgment of Addenda, which is part of the RFP document - with their proposals. (See Attachment C)

*** indicates change or revision**

Sincerely,

Daryl Williams

Daryl Williams
Agency Chief Contracting Officer

ATTACHMENT C

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: JOBSEEKER AND BUSINESS SERVICES AT WORKFORCE1 CAREER CENTERS

PIN # 801SBS90077

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

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Addendum # 2, Dated _____, 2010

Addendum # 3, Dated _____, 2010

Addendum # 4, Dated _____, 2010

Addendum # 5, Dated _____, 2010

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____



NEW YORK CITY
DEPARTMENT OF SMALL BUSINESS SERVICES

REQUEST FOR PROPOSALS FOR

JOBSEEKER AND BUSINESS SERVICES AT
WORKFORCE1 CAREER CENTERS
PIN: 801-SBS90077

ADDENDUM No. 3

Date: June 18, 2010

This addendum includes the following information:

Section I: Changes to the RFP

SECTION I: Changes to the RFP

On June 17, 2010, the Mayor's Office of Contract Services issued a revised Section VI. General Information to Proposers

This Change in Section VI (L), page 24 of the RFP: Charter Section 312(a) Certification has been revised to read as Section M and a new Section L included entitled Vendex Fees.

A revised Page 24 is attached.

The due date and time for submission of proposal remains Monday June 21, 2010 at 3:00 P.M.

Please note: Proposers must include completed ATTACHMENT C - Acknowledgment of Addenda, which is part of the RFP document - with their proposals. (See Attachment C)

Sincerely,

A handwritten signature in cursive script that reads "Daryl Williams".

Daryl Williams
Agency Chief Contracting Officer

ATTACHMENT C

ACKNOWLEDGEMENT OF ADDENDA

RFP TITLE: JOBSEEKER AND BUSINESS SERVICES AT WORKFORCE1 CAREER CENTERS

PIN # 801SBS90077

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, 2010

Addendum # 2, Dated _____, 2010

Addendum # 3, Dated _____, 2010

Addendum # 4, Dated _____, 2010

Addendum # 5, Dated _____, 2010

Part II Acknowledgement of No Receipt

_____ No Addendum was received in connection with this RFP

Part III

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

EXHIBIT E

Contractor's Proposal

INTRODUCTION

DB Grant Associates, Inc. (Grant Associates), a certified Women-owned Business Enterprise, proposes delivering jobseeker and business services at the Brooklyn Workforce1 Career Center in accordance with the Request for Proposals (PIN 801-SBS90077) issued by the NYC Department of Small Business Services (SBS). With a thirteen-year history of delivering high quality, high volume workforce services, a proven track record of exceeding all contract goals (including those for several SBS programs we manage), and deep connections to New York City employers, we bring unique qualifications to this project. Grant Associates has operated the Queens Career Center since November 2005, and with guidance and tools provided by SBS, has built it into a valuable employment resource. Meanwhile, the Workforce1 Manufacturing Career Center, which SBS recently awarded us, gives us a presence in Brooklyn and an opportunity to develop synergies between it and the Brooklyn Career Center, such as we have done with the Queens Career Center and Workforce1 Transportation Career Center. By implementing the same strategies that have accounted for our success in Queens, and by leveraging the new opportunities afforded by the Manufacturing Career Center, we can raise the performance of the Brooklyn Career Center substantially.

EXPERIENCE

- **Describe the proposer's successful experience providing jobseeker services to a high volume of customers and recruiting customers in a given community.**

Grant Associates has been successfully delivering high volume jobseeker services for more than ten years. Last year, in Queens alone, we served over 47,000 jobseekers through our Queens Career Center, Workforce1 Transportation Career Center and Employment Works programs. There, our services to jobseekers include: assessment, job preparation, career counseling, pre-employment workshops, referrals to occupational training, job placement, and retention and advancement services. In 2009, the Queens Career Center placed 5,657 jobseekers into employment, the highest in the system. We have been able to draw large numbers of jobseekers from the community (350 per day) through a multi-pronged strategy that includes online advertising, flyers, word of mouth, and deep relationships with training providers, community organizations, such as Allen A.M.E. Church, and educational providers, such as York College and LaGuardia Community College.

- **Describe the proposer's successful experience implementing and delivering a business-driven approach to workforce development.**

Working under numerous government contracts, Grant Associates designs and delivers recruitment and business services that respond to real business needs. Every program we operate involves defining the recruitment and other HR challenges faced by businesses (see Attachment 1, our Structured Interview Assessment) and providing services to address those

challenges and support the business. To fill positions at scale and serve the highest number of jobseekers, we have implemented several business-driven practices. For example, we adopted the use of Provelt (an assessment tool widely used by businesses) to increase the number of hires by employers and improve recruit-to-hire ratios, and we introduced the “recruitment event” format where businesses can see a large volume of prescreened jobseekers at the Career Center, a practice that has since been adopted system-wide. To increase the likelihood of a jobseeker getting hired, we provide capacity building that is based on what businesses say they need. Because Time Warner Cable wants prior call center experience, for example, we often place jobseekers at more entry-level call center jobs with a plan to advance them to a Time Warner Cable position in the future. We research training providers with up to date curricula and provide them with feedback on what businesses require, thus helping to ensure that all training leads to successful job placement.

At the Workforce1 Transportation Career Center, we go deep into the transportation sector, directly engage businesses and other industry leaders, and deliver services that are based on the sector’s most pressing workforce needs. For example, when our industry sources indicated that most supervisors at transportation companies were not equipped to deal with management issues, we developed a special course to give transportation supervisors the skills employers said they lacked. Similarly, when we learned that safety and security were key challenges across the sector, we integrated a new safety and security workshop into our jobseeker preparation services. And because employers cited a need for diesel mechanics and training for such jobs was limited, we worked with Bronx Community College to develop such a program.

- **Describe the proposer’s successful experience developing and implementing strategies to prepare jobseekers for employment in specific industries.**

Since beginning operations at the Queens Career Center, we have used a sector approach to business engagement and service delivery. The success of that strategy helped establish our reputation as sector specialists, and in 2008 we were selected by SBS to operate the Workforce1 Transportation Career Center. Since, in this Center, all services – from workshops to career counseling to job placement – are designed to prepare low-income individuals for employment in the transportation sector, it is the best example of our expertise in developing sector-driven services. The needs of transportation employers are gathered through research, industry experts, employer surveys and discussions with industry leaders, and are thoroughly integrated into program services. Using this sector-based approach to jobseeker preparation, we achieved over 1,000 placements and advancements in our first year.

Previously, in partnership with the Rhode Island Development Corporation, Grant Associates designed and delivered a state-of-the-art call center training program to create pipeline of skilled workers that would attract call centers to the state. As a result of this collaboration, twelve call centers opened in Rhode Island, creating over 1,000 new jobs.

- **Describe the proposer's successful experience in employer sales and marketing activities that lead to the development of meaningful employer relationships that result in large, recurring job orders of ten or more.**

As most of our sales and marketing activities for large job orders occur at the Queens Career Center, this response focuses on activities there. Nearly 100 companies hired ten or more our jobseekers in the last year (see Attachment 2 for the full list). These include companies we developed and shared with other Centers (such as Home Depot, AHRC, Dish Network and LIS Translations), and those developed by other Centers (such as Time Warner Cable). The Queens Career Center has achieved, by more than a 50% margin, the highest number of placements at large-scale accounts among all Career Centers in the system.

Much of our success with large-scale recruitment stems from our targeted marketing techniques. We conduct research to identify sectors and employers with high volume entry-level needs, and then we develop a targeted pitch and value proposition to market to those companies. Our account managers are skilled at sales and we support them with ongoing professional development. For the last several months, we have been developing a ten-part account management training series with an outside consultant. In addition, we have been working with SBS on a very successful marketing campaign, which targets businesses by sector and geographic area and involves sending three relevant mailings with a focused value proposition, followed by phone calls and door to door sales calls.

In collaboration with SBS, we also focus on new location openings discovered through new leases signed, public information, newspapers, online resources and industry insiders. We make it our business to know the hiring seasons for most industries. The hiring seasons for retail, for example, are fall (for back to school), Christmas and Easter, but for the Home Depot, the hiring season is spring. Using this insight, we contact businesses when we know their hiring needs will be highest.

Some of the specific sales and marketing tactics we use include:

- **Partnerships.** Grant Associates collaborates with numerous partners to obtain business intelligence and to gain access to business relationships and achieve credibility. In Queens, for example, these include the Queens Chamber of Commerce, the Greater Jamaica and Long Island City Development Corporations and various industry associations.
- **Intermediaries and Personal Relationships.** Because Grant Associates' leadership has been marketing to major companies since our founding, we have accumulated a long list of business relationships that can lead to introductions and referrals. When we target a new sector, we review our contacts to determine who can make introductions and lend credibility to our marketing efforts.
- **Cold Calling.** All of our account managers, across all programs, have cold calling responsibilities and are required to spend a set amount of time each week dedicated to this

activity. We develop our own call lists using Dunn & Bradstreet, for example, and routinely use lists provided by SBS that are drawn from Hoover's data.

- **Networking.** All of Grant Associates' account managers, program managers and executives attend networking events in order to develop new sales leads and other business relationships. We attend and present at events hosted by chambers of commerce, Business Improvement Districts and business associations.
- **Social Networking.** We use LinkedIn to locate professional contacts who can lead us to companies we are targeting and their heads of HR. We were recently invited to a retail managers' networking group in this way.
- **Sector-based Marketing.** We have focused marketing efforts on specific sectors using lead lists provided by SBS. Our success marketing NYC Business Solutions services to air, ground and truck businesses through our NYC Business Solutions Transportation contract shows our capacity in this area.

Once we have an initial relationship with a company, our goal is to provide services that will lead to recurring business and increased opportunities. When working with one district hiring manager, for example, we ask for introductions to others. And if we are given entry-level positions, we push for those at higher levels.

- **Attach a listing of at least two relevant references.**

See Attachment 3.

- **Demonstrate that the proposer has provided - as the lead organization of a network of affiliated or associated organizations - workforce preparation, job search, job placement services, retention and advancement services, and/or other workforce development services to 2,500 or more different people for at least one year out of the last three years.**

The Queens Workforce1 Career Center Profile, published by SBS, demonstrates that Grant Associates served 33,443 registered jobseekers at the Center in 2009. See Attachment 4.

- **Describe the proposer's successful experience by providing an estimate of the number of jobseekers and employers previously served, the number of job placements, and the number of individuals trained per year by the proposer.**

Estimated Number of Businesses & Jobseekers Served by Grant Associates

	2009	2008	2007
Businesses Served	5,900	2,700	1,500
Jobseekers Served	47,000	32,000	25,000
Job Placements	7,400	3,900	3,600
Training Referrals	1,700	900	600
Workshop Participants	19,100	10,600	7,800

ORGANIZATIONAL CAPABILITY

Demonstrate the proposer's organizational (i.e., programmatic, managerial and financial) capability to provide the work described in Section III. Specifically address the following:

- **Demonstrate that the proposer would have the organizational capability to deliver high quality and high volume services under the proposed contract concurrent with the proposer's performance and delivery of its other business, projects and services. Attach a chart showing where, or an explanation of how, the proposed services will fit into the proposer's organization.**

As the current operator of the top performing Queens Career Center, we know precisely how to deliver high quality, high volume services. We have developed a successful service model at the Queens Career Center that can be rolled out at the Brooklyn Career Center immediately. The learning curve would be minimal and we can easily integrate the Career Center into our current operations. Further, Grant Associates has thirteen years of experience managing multiple large-scale workforce programs simultaneously. See Attachment 5, Grant Associates' Experience with Government Contracts. See also Attachment 6, which shows where the Brooklyn Career Center will fit into our organization.

If we are awarded this contract and additional contracts (either concurrently or the during contract term), we have a proven model for integrating new programs into our organization. As SBS has seen first-hand, with each new program, we have been able to immediately achieve and surpass required outcomes with no dilution of results in existing programs. Several factors account for this success. Because staff are always groomed to advance to the next level, we have a continually growing supply of rising managers to lead new programs and take over existing ones. In addition, our integrated start-up process maximizes the use of existing tools and models of service delivery. And finally, we are careful to bid only for programs when we are certain we can absorb them seamlessly into our organization and achieve the required results.

- **If the proposer is participating for multiple competitions under this RFP, specifically address the proposer's organizational capability to administer multiple contracts.**

Grant Associates is bidding on two Career Centers: Queens and Brooklyn. An additional Career Center would fit seamlessly into our company's portfolio, given the identical services and objectives involved. The onus of operating another Career Center would be easily managed because we already have the expertise and the service delivery model. And, as previously described, we have a wealth of talented managers who are ready to take on the responsibilities of new contracts. As in all instances when we take over a contract from another vendor, we would set up a transition team with that vendor to leverage all existing efforts and integrate them into our operations. We would also interview existing vendor staff to determine if they qualify for open positions. To date, our model for taking over existing programs has performed exceedingly smoothly. Please see the response to the previous question for more detail.

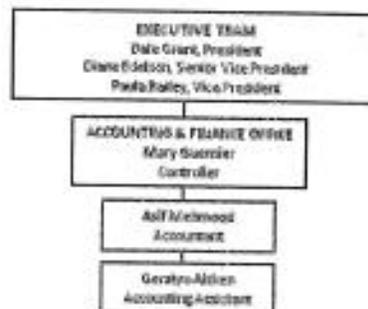
- **Demonstrate the proposer's capability to handle levels of customer traffic and job placement consistent with the levels described in Appendix 2.**

As the operator of the Queens Career Center, Grant Associates successfully handled 89,567 customer visits (front door traffic), 33,443 jobseeker registrations, and 5,657 placements in 2009, as shown in Attachment 4. Given that these service levels were greater than those observed in the Brooklyn Career Center over that same period, we are confident that we can meet the volume and outcomes required under that contract. Moreover, we are proposing new strategies that will increase our operating efficiency, such as technology applications that will allow us to reach more customers and serve them better through email, career advisement websites, distance learning and social networking.

- **Demonstrate, through sources such as a detailed organizational chart, that the proposer has the organizational capability to perform in an efficient, accurate and timely manner the administrative responsibilities related to the delivery of services related to this RFP, including fiscal management, reporting, and records management and retention. Additionally, describe the role organization executives and senior managers will play in the development, implementation and oversight of the center.**

Fiscal Management. Grant Associates will bill and receive funds in accordance with the terms of the contract. Our centralized accounting department (see the following chart) is organized to provide adequate internal fiscal controls. Our accounting system is established on an accrual basis, complying with all established laws and regulations, including but not limited to Generally Accepted Accounting Standards and federal Cost Account Standards for Commercial Organizations. We have been recognized as having outstanding controls on equipment management by SBS (see Attachment 7).

Fiscal Management Structure



Reporting. Grant Associates has always met reporting deadlines for financial and program management. Our excellent performance evaluations from SBS, including administrative and fiscal performance, demonstrate our capacity in this area. The Controller and the Center Director will provide all required fiscal and programmatic reports requested by SBS.

Records Management & Retention. Grant Associates has a proven track record in records management, as confirmed by program audits. Strict management oversight ensures the completeness and accuracy of data entry, including comprehensive case notes, to track progress.

Executive Role. Grant Associates' executive team, comprised of Dale Grant, Diane Edelson and Paula Bailey, will be intensely involved in the implementation and start-up of the Brooklyn Career Center. They will manage the transition from Goodwill Industries, oversee staffing, and build relationships with businesses and partners in the borough. Paula Bailey will serve as the Center Director, just as she has done in Queens since 2005. If we are also awarded the Queens Career Center, Andrew Campbell would become the Center Director there. He has proven himself as the Business Services Manager in Queens and is ready for increased management responsibilities. Mary Guernier, Controller, will be responsible for budgeting, billing and financial reporting.

- **Describe and demonstrate how the proposer currently uses data to support decision-making in existing programs.**

Grant Associates reviews both qualitative and quantitative data to drive every aspect of our work. **Labor market data and business intelligence** are used to determine what sectors are growing, what occupations are in demand, and what skills are required. As part of continuous quality improvement strategies, we pull data to examine wages, work hours and career paths within sectors. At the Queens Career Center, **Worksource1** is used to manage registrations and exits, monitor activity levels for key services, and ensure that performance targets are met. Our strategic operations coordinator runs numerous Worksource1 reports that capture all indicators of performance (e.g., placements, promotions, reengagement, ITG referrals and placements, community partner referrals and placements, etc.) relative to contracted goals. Our management team uses these reports to review program performance and support continuous quality improvement. **SBS's monthly performance reports, quarterly reviews and ratings** have also become highly valued instruments for improving the Career Center's performance. **Data on staff performance** is used to evaluate staff and practices (such as recruit-to-hire ratio, by person) and drive our incentive system. And **customer service data** is used to keep informed about perceptions of (and satisfaction with) our services from both business and jobseeker perspectives. See the following response for additional information.

- **Describe and demonstrate how the proposer currently uses technology applications in the management of existing programs.**

QuickBooks is used to manage all financial activity, including billing and payment status, for each of Grant Associates' programs. Program managers use QuickBooks, in conjunction with other spreadsheets, to monitor actual versus budget expenditures on a monthly basis. A **database of contracts and amendments** is maintained to track program status. **Workforce1** is

used to monitor customer profiles and activities, service levels, trends and performance at the Queens Career Center. **On Demand (Siebel)** is used at the NYC Business Solutions, Bronx and Queens Centers to manage the volume of business customers in the pipeline for each service, to ensure quarterly goals are met, and to track the effectiveness of specific marketing activities, including the number of businesses engaged as a result of each activity and the number of outcomes achieved. **Shared databases** are used to manage marketing activities, oversee partner activity and performance, and maintain contact information for businesses and other contacts. **HR databases** are used to track recruitment activity, employee compensation, incentives, benefit selections, and PTO usage. Payroll and benefits management is outsourced to Paychex.

- **Describe innovative and entrepreneurial approaches utilized by the proposer that were designed to better serve both the business and jobseeker customer of a program, with particular attention towards operational efficiency, employer engagement and service, and jobseeker preparation.**

Grant Associates makes innovation an ongoing component of continuous quality improvement. Several of the practices we introduced through this process have become system-wide standards:

- **Employer engagement and service.** To provide a venue for employers to see a large volume of candidates, we developed the "Recruitment Event" structure where Career Centers source and prescreen jobseekers according to the employer's specifications. To expand the jobseeker pool available to employers, we initiated the practice of using low cost online advertising.
 - **Operational efficiency.** We have introduced several technology innovations to improve service delivery at scale, including an email communications and re-engagement process, which we shared with other Centers, and the use of low cost distance learning options, such as NBSA and WorkKeys, for skill upgrades. We are now experimenting with the expanded use of telephone technology to increase responsiveness and customer service.
 - **Jobseeker preparation.** We engaged outside partners, such as CAEL (Council for Adult and Experiential Learning) to upgrade education and career counseling services, and CUNY to develop resume and interviewing workshops that have been shared system-wide. For higher level jobseekers, we developed special workshops on branding and social networking (as described later in this proposal) and a unique interviewing skills workshop, in which a panel of career advisors provides immediate feedback to jobseekers in a mock interview situation.
- **Attach a copy of the proposer's latest audit report or certified financial statement.**

See Attachment 9.

- **Demonstrate, through sources such as a detailed listing of all revenue sources, that the proposer has the requisite financial strength and resources to handle the cash flow implications of a performance-based payment contract.**

Attachment 5 lists Grant Associates' government contracts over the last five years. As the majority of these contracts operate on different budget years, our company has a steady stream of cash throughout the year. Our three largest contracts with SBS are performance-based, and we have repeatedly demonstrated to the agency our ability to achieve performance milestones and to successfully manage cash flow. In addition, we maintain a \$1.5 million line of credit with our bank.

PROPOSED APPROACH

1. General Principles

- **Outline the key elements of the proposer's proposed service delivery model.**

Grant Associates will implement the same business-driven service delivery model that has been so effective at the Queens Career Center, as well as introduce several new approaches. The key elements are as follows:

- **System-wide collaboration, including a system-wide approach to both business development and jobseeker services.** Recognizing the unique expertise and opportunities that each Career Center and Sector Center offers, business and jobseeker customers would be referred to the Centers where their needs can best be met. With SBS endorsement, Dale Grant has begun to reach out to the leadership of the other Career Centers to show high level support for this collaboration.
- **A deep focus on sectors selected for the opportunities they offer and their match with the jobseekers the Career Center can expect to attract.** Sector focused account managers will develop expertise in a specific sector and will build a "sector network" to gain real-time business intelligence, stay on top of trends and develop a greater understanding of staffing practices, skill requirements and career paths.
- **Adoption of aggressive business development strategies,** supported by marketing tools and intelligence provided and managed by a highly trained team of account managers, that influence all activities at the Center.
- **Integration of a strategy for higher level placements** that leverages business relationships to gain access to higher paying jobs, includes a focus on higher paying niche sectors (Professional Services, Information, and Finance & Insurance), and includes special services to prepare higher level candidates.
- **New jobseeker preparation services** to align with the specific sectors and jobs of the employers we engage. Under this model, the goal of all workshops and counseling will be

placement with a specific business customer. In addition, high quality **self-placement services** will make jobseekers better candidates and more likely to become employed.

- **New sourcing tactics** to attract candidates suitable for our business customers' positions that maximize partnerships, reengagement of jobseekers and employed customers, and the development of training pipelines for longer term needs.
- **An intimate partnership with the CUNY system and other higher education institutions** as part of a longer term goal of integrating workforce and education. Our model will allow us to source students and graduates from education programs as well as provide our jobseeker customers with improved access to continuing education and degree programs that will lead to higher level positions with our business customers.
- **Strategic use of ITGs and other training options** to steer customers toward training that is directly related to the needs and job openings of our business customers and that is delivered by the highest performing providers we identify through data analysis.
- **Business-driven retention and advancement services**, incorporating training, work supports and career counseling, to increase productivity for businesses and career growth opportunities for employees.
- **Increased use of technology** to provide high-touch services at scale and in so doing, improve customer service, increase efficiency and reduce the cost of placement activity. We propose a new email reengagement strategy (see below), technology-based career counseling (using a customized website to be developed by CareerCore), social networking sites (e.g., LinkedIn, Facebook and Twitter), online sourcing strategies, assessment tools, and low-cost online remediation, training and education tools.
- **First class customer service**, at scale, at every interaction with the Center. We have already pioneered an automated email response system that provides immediate answers to customers' questions. The system recognizes keywords in customers' emails and generates customized responses with information on seven different service areas, such as workshops, recruitment events or training. We currently address 800 emails per month through this system. We are now experimenting with the Center's phone system to introduce a new menu options that route customers' calls to outgoing messages with information about the service they are inquiring about.
- **Describe and demonstrate the effectiveness of the proposer's strategy to implement a business-driven approach to workforce development. Specifically address how business development efforts will focus in particular economic sectors.**

Using a business-driven strategy, we selected our target sectors because: (1) labor market data and business intelligence shows they are growing locally, (2) they offer high wage opportunities that are realistic and complement our large-scale placement strategies, (3) jobs can be filled at scale with the jobseeker pool we draw, (4) we have relationships with businesses in the sectors to leverage, and (5) the sectors appear to fit into the context, goals and activities of the broader

Workforce1 Career Center system. Please see the following response for the business intelligence sources used.

An account manager for each target sector will establish a "sector network" of existing business relationships, industry experts, industry groups, and training providers that can provide real-time information to support business development. Based on insights gained from ongoing communication with this network, the account manager will establish a business development strategy that takes advantage of available opportunities, increases the visibility of the NYC Business Solutions brand, and presents a highly targeted value proposition. For example, the value proposition for retailers that are expecting to expand would include new location opening assistance that could source candidates from across several NYC Business Solutions locations. We would also promote our ability to fill higher level manager positions, as well as the use of recruitment space for retailers with high volume hiring needs. For Information sector employers, we would promote our ability to draw bilingual candidates, including those from our partners' training and education programs. And for employers in all sectors, we would learn the details of their job requirements (including the specific skills required) and deliver candidates that match their needs.

- **Describe and demonstrate the effectiveness of the proposer's strategy to use labor market information and business information services to guide center activities. Specifically address the use of this information to assess jobseeker skill needs, locate promising sectors, and obtain a greater understanding of industry standards. Describe which sources of information would be consulted.**

To assess jobseekers' skill needs, we consult the New York State Department of Labor's *Jobs in Demand Today* (a real-time list of demand occupations) and *Employment Prospects 2006-2016*. Likewise, we use *O*NET* in combination with a new U.S. Department of Labor website called *careeronestop.gov* to obtain detailed information about occupations, such as job responsibilities, required skills, required training and education, compensation and projected demand. This enables us to give informed and timely career advice, direct customers to required training, baseline jobseeker requirements and map career ladders. We also consult the resources provided by the NYC Labor Market Information Service.

We use other sources for real-time information that help us locate promising sectors and obtain a greater understanding of industry standards. Data on new location openings, growth occupations, technology and tools used, and skill and education requirements are obtained from such sources as: *Crain's New York Business*; leases signed as shown on *therealdeal.com*; economic development activities on the Mayor's website, *planyc* and *planyc2030*; and ongoing dialogue with chambers of commerce, Business Improvement Districts, economic development agencies, industry associations and industry experts. We also gain first-hand business intelligence from the employers we serve about the skills they require and the workforce challenges they face.

We use labor market data and business intelligence to drive our strategy of delivering services that meet industry standards. For example, when our retail business intelligence showed that many retail companies use the same pre-employment assessment (Taleo), our account managers took the test and then developed corresponding workshops and screening tools to better prepare jobseekers for the retail hiring process.

The insights we gain from our interviews with employers and industry experts will influence sector- and company-specific workshops for the Career Center. These will prepare jobseekers for the specific job opportunities we offer and will be designed to help them answer the questions “Why this sector? Why this company? Why me?” We will share our business intelligence with training providers so that their course offerings are up to date and relevant to the specific job opportunities the Career Center offers.

- **Describe and demonstrate the effectiveness of the proposer’s strategy to create relationships with businesses and provide them with qualified job candidates.**

Grant Associates has been building business relationships for the last thirteen years and we have retained most of the clients served over that period. The Experience section of this proposal highlights many of the strategies we use to develop new business, including networking, cold calling, research, leveraging long term relationships and partnerships with business intermediaries, such as chambers of commerce, Business Improvement Districts and industry associations that are relevant to our sector focus. Leveraging the NYC Business Solutions brand and system-wide resources, we will enhance business relationships by offering multiple services and presenting an outstanding value proposition.

The strategy for delivering qualified job candidates is a multi-faceted. Our account managers fully research a new business customer using online resources and our industry contacts. They then meet with the customer at its business location to assess the environment and culture, and see how employees are organized. The account manager ascertains a complete picture of the open position (including the required skills, attributes and education levels) and catalogues very specific aspects of the job, including the software and systems that employees are required to use, the traffic they must handle, and the types of problem solving they must perform.

Even if they have the same job requirements, individual businesses may be looking for very different types of experience, communication levels, and styles of dress. For example, we recently screened store managers for TJ Maxx, Bloomingdale’s and Duane Reade. Despite having almost identical job descriptions, these employers sought markedly different qualities in their applicants. Our screening process and our employer-specific workshops will prepare jobseekers for the nuances among the different businesses we serve.

Our account managers apply their expertise to identify what qualities are most important to a company and to refer appropriate candidates. Our sourcing strategy, described more

thoroughly in the Jobseeker Sourcing and Outreach section of this proposal, is comprised of many channels, including reengagement, advancement of customers previously placed, the ITG pipeline, Internet resources, and partnerships with community-based organizations, CUNY and other training and education providers, which will be tapped to provide candidates for specific jobs and sectors. We will also source candidates through other Career Centers and Sector Centers through a structure SBS designs. Already, through our Career Plus program, we have partnered with Seedco to source high level job candidates for TJ Maxx's management positions.

Each employer's recruitment process will be fully supported by the Center. We advertise open positions, provide space for recruitment events, pre-screen candidates, and test for specific skills. We solicit feedback from the employer on candidates who were referred for interviews and follow up with the candidates on the employer's behalf. We also follow up with the employer after candidates have been placed to see how they are performing on the job. This input is used to identify even more qualified candidates moving forward. In this way, recruitment is an ongoing process of continuous refinement. We currently maintain a recruit-to-hire ratio of less than 3 to 1. Under our proposed model, we expect to sustain this ratio while increasing our overall number of hires through new employer- and job-specific workshops.

Our strategy for building deep relationships is not limited to providing qualified candidates, however. We provide our business customers with exceptional customer service, always responding promptly to calls and emails and always surpassing expectations.

- **Describe and demonstrate the effectiveness of the proposer's strategy to provide outreach and job placement services to the residential population of the community in the borough where the Workforce1 Career Center is located.**

To extend the reach of the Career Center beyond its immediate neighborhood of Downtown Brooklyn, Grant Associates proposes a strong community partnership strategy, such as we have developed at the Queens Career Center. There we have built a robust partner network, comprised of community-based, educational and public organizations that refer their customers to the Center for job placement services. Last year, our partners referred 1,800 individuals to the Center for services and we placed 1,195 into employment. Attachment 10 lists our active partnerships at the Queens Center.

Currently, Grant Associates has partnerships with fifteen Brooklyn-based organizations, such as CAMBA, Covenant House, Helping Hands, Opportunities for a Better Tomorrow and Cypress Hills Local Development Corporation. The Brooklyn Economic Development Corporation has volunteered to introduce us to other high profile organizations, such as Sunset Park Alliance, the Fifth Avenue Committee and the Jewish Community Council of Greater Coney Island, which have candidates who could be referred to the Center and/or training programs that are relevant to our target sectors. We will keep any high performing partnerships developed by Goodwill and we will continue to build our partner network moving forward. As we do in

Queens, we will make presentations in neighborhoods throughout Brooklyn so that the Workforce1 Career Center is a visible presence. We will also work with the Borough President and other local officials to raise our profile and augment our outreach efforts with flyers, Internet advertising and other techniques described in the Jobseeker Outreach and Sourcing section of this proposal. Because of our extensive efforts to date in Queens, the Borough President declared November 17th "Queens Workforce1 Career Center Day."

2. Staffing Plan

Demonstrate that the proposer's service delivery strategy is consistent with the available resources by completing a staffing plan.

Staffing Plan. See Attachment 11 (Staffing Plan) and Attachment 12 (Staff Resumes). Please note that the Staffing Plan was developed within the confines of the Career Center's budget being reduced by nearly one third. As such, the plan represents a one third reduction in staffing as compared to our current structure in Queens. And while the plan can support the activities we are proposing, it cannot support the volume of outcomes the Center is currently producing.

Incentives. Incentives are embedded throughout Grant Associates' compensation structure. All professional line staff must meet specific monthly performance targets, with bonuses tied to the achievement of goals. These performance-based incentives can be as much as 50% of total compensation, and therefore, are designed to drive outstanding performance. At the Career Center, we establish targets that match SBS's performance requirements for placements, advancements and other measures, and staff receive bonuses for exceeding these targets. To promote collaboration, we also offer quarterly bonuses that are based on team goals. To support business development goals, we created a *New Business Rewards* program.

Serving Diverse Jobseekers. Grant Associates employs a diverse multicultural, multilingual staff. Our current employees speak Spanish, Mandarin, Hindi, and Polish. Across all of our programs, we serve low-income individuals, welfare recipients, ex-offenders and disconnected youth. Our company maintains a tolerant and inclusive environment and our staff members are sensitive to the needs and characteristics of all customers. In addition, Career Center partners, such as VESID, Job Corps and HRA, are equipped to serve customers with special needs. A disability program navigator helps individuals with disabilities access Career Center services.

Subcontracting Plans. Grant Associates does not plan to subcontract Career Center services.

3. Employer Services and Strategies

a. Target Sectors

Propose specific Target Sector(s) and their appropriate NAICS code.

Grant Associates proposes Retail Trade (NAICS 44-45) and Accommodation and Food Service (NAICS 72), specifically Hotels and Motels (NAICS 721110), as the primary target sectors in Brooklyn. However, we are also proposing two niche sectors, which offer opportunities for higher wage placements: Professional, Scientific and Technical Services (NAICS 54) and Educational Services (NAICS 61). And though not target sectors, we will also make a significant number of placements in healthcare and security. Despite the relatively low quality of jobs in these last two sectors, they are important to the borough's economy and a relevant source of employment for a subset of the Career Center's population.

Provide a rationale for each Target Sector selection that demonstrates that 1) the proposer has experience serving business and jobseeker customers in the Target Sector; and 2) there is business driven demand for entry and mid-level employees in the Target Sector. Justify rationale through relevant experience and specific labor market information. Indicate specific types of businesses to be targeted in the proposed sector, citing examples when possible. Describe how proposer would use this knowledge to better meet the labor needs of employers within the Target Sector.

We have targeted sectors according to the following criteria: (1) our existing business relationships and history of successful placement; (2) the potential for a high volume of placements, given the jobseekers we are equipped to draw from our proposed sourcing activities; (3) the opportunity for career paths and high wage placement and; (4) the expected growth, including new location openings, in the borough. Each of these is touched on below. The depth and breadth of projected economic activity in Brooklyn, particularly in the chosen sectors, are enormous and will provide an outstanding opportunity for a first-class Brooklyn Career Center to play an important role.

Grant Associates' Experience with the Retail Sector

	2009	2008	2007	Community Partnerships/ Training Providers	Business Relationships
Number of Businesses Served in Sector	350	210	150	CUNY- York College, Rockaway Revitalization & Development Corp, Child Center of NY, Allen A.M.E. Church, Goodwill	Gap, Home Depot, BJ's, Best Buy, Whole Foods, Lowe's, Sephora, CVS, Victoria Secrets, Hershey's, Marshall's, TJ Maxx
Number of Placements in Sector	1,400	720	630		
Average Wage of Placements	\$9.20	\$9.75	\$9.00		

Retail. As demonstrated by this first table, Grant Associates has deep connections in the Retail sector that have generated a high volume of placements. We expect that number to increase substantially in the future because of the new retail activity projected for the borough and the prospect of new store openings, including a new ShopRite at the Brooklyn Navy Yard, H&M and Barney's. Costco in Sunset Park is the company's highest grossing store. Amazing Savings will open a new store in Manhattan Terrace, and Wal-Mart is targeting a site at Gateway II Shopping

Center. Moreover, New York State Department of Labor data shows retail hiring increased by 3.4% in April 2010 and 5.8% in May 2010, a trend that is projected to continue as the economy recovers.

Reference USA shows that there are 91 retailers in Brooklyn with more than 100 employees, which makes the sector a good target for high volume placement. The Brooklyn Career Center has a sizable population of jobseekers who are interested in retail, who have some experience in the sector, and who meet the sector's minimum requirements. We will be able to augment this pool by sourcing. We have also identified several community partners and training providers which can refer customers with good qualifications for the sector. Recent placement successes with supervisory and management retail positions give us confidence that we can increase the number of high wage placements in the sector, providing an opportunity for stronger, deeper connections within a company and a career path for those placed. In fact, as Appendix 7 shows, our sourcing strategy for supervisory positions at TJ Maxx and Duane Reade depends heavily on re-engagement, including re-engagement of those working. Our understanding of the retail sector, including the similarities and differences among employers, allows us to offer businesses a good flow of candidates that meet their particular needs, as is evidenced by our track record of low recruit-to-hire ratios. Finally, retail offers advancement opportunities for entry-level workers, not just within the sector, but also in other sectors like financial services that generally pay higher wages. A number of the retail businesses we are targeting pay \$10 or more, and none pay minimum wage. Bureau of Labor Statistics data shows that 75% of retail positions pay more than \$15 overall. More senior positions pay \$30,000 or more and support both high wage and median wage goals. At Aldi Supermarket, a new location opening for example, starting wages are over \$12, and supervisors make \$22 or more per hour.

Grant Associates' Experience with the Accommodation (Hotels) Sector

	2009	2008	2007	Community Partnerships/ Training Providers	Business Relationships
Number of Businesses Served in Sector	119	82	66	Arbor, Goodwill, Help USA Hamilton Place, Goodwill, Far Rockaway Development & Revitalization Corp.	Hyatt, Sheraton, Loews, Starwood, Hampton Inn, Andaz, Marriot, Comfort Inn, Omni, Ritz Carlton, Days Inn, Holiday Inn, Hilton, Westin, St. Regis, Four Seasons, Intercontinental
Number of Placements in Sector	341	128	112		
Average Wage of Placements	\$9.70	\$9.90	\$10.70		

Accommodation & Food Service. As shown in the table, we have significant experience placing a high volume of customers in Accommodation and Food Service jobs, and this is augmented by our general expertise in customer service placements, which is highly relevant to the this sector. At our Manhattan location, we are currently providing recruitment services for an Andaz Hotel opening there. We have selected this sector because of the vast opportunities for new

location openings in Brooklyn, as well as Manhattan. According to the NYC & Co. website, ten hotels will be opening in Brooklyn alone during 2010, bringing 1,500 new hotel rooms. Sheraton will open a 321-room hotel in Downtown Brooklyn this summer and Grant Associates has a longstanding relationship with the corporate office of Starwood Hotels, Sheraton's parent company. Additional hotel openings are already planned for 2011 and 2012. Our existing network of training providers, educational institutions and community partners have candidates who are appropriate for these jobs and we intend to target new organizations to supplement that candidate pool. Because the sector offers a range of positions, including front desk, supervisory, administrative, call center and management positions, we can not only offer jobseekers entry-level positions, but also career paths to higher-level jobs. Our expertise here also helps us maintain a low recruit-to-hire ratio.

Likewise, in our niche sectors of Education and Professional Services, companies like Champion Learning, B.E.L.L., Mycroft, LIS Translations and FCI Management offer both entry-level jobs and opportunities for high wage placement. We have had good experience filling positions at some volume in both sectors. Education positions offer high wages and, though sometimes part-time, they have career growth potential, particularly given the expected growth of charter schools. Similarly, translation services, which are part of the Professional Services sector, offer high wages and career growth opportunities in a rapidly growing industry, and we have had experienced success in sourcing for these jobs. Through Career Plus, we have experience and active business relationships in Education and Professional Services, which we can leverage and expand for high wage positions. And we have also developed sourcing strategies that allow us to fill positions, including re-engagement and working with high quality partners. In all proposed sectors, our existing relationships with respected, high profile companies will allow us to successfully source candidates and gain entrée to other businesses.

b. Target Wages

Please provide a narrative detailing business development approaches, including specific employers, which will be targeted to meet or exceed this target wage standards. Discuss how challenges associated with this target, including appropriate jobseeker supply, training, and appropriate employer engagement, will be overcome. For the purposes of this proposal only, assume that approximately 20 percent of the Center's job placements will serve employers have openings that pay over \$15 an hour.

Grant Associates currently leads the Workforce1 Career Center system in placements over \$15 per hour and in median wage, with the vast majority of these placements made in managed accounts. Our Career Plus Dislocated Worker program, which is ending June 30th, has achieved a median wage of over \$18 per hour. We propose meeting target wage goals by applying the lessons learned through this work. And though not a part of this proposal, we could use the space occupied by Career Plus (at 60 Madison Avenue in Manhattan) as a satellite location for high level recruitment if such an arrangement could be negotiated with SBS.

Broad strategy. Our experience has shown that typical Career Center staff can handle positions that pay up to approximately \$15 to \$17 per hour. Developing and filling higher level or supervisory positions, however, requires different talents, experience and training. We plan to continue our successful strategy of high wage placements in the \$15 to \$17 range, and we have budgeted for a separate account manager who is dedicated to high wage job development. Overseen by the business services manager, this account manager will market to our high wage target sectors (Professional Services, Finance, and Information) and will source candidates for the positions developed. Though ideally more than one account manager could be dedicated to these positions, a larger investment cannot be supported from a single Career Center's budget.

Sourcing and training. High level sourcing will be conducted through: (1) targeted re-engagement of existing candidates, particularly those who have working six months and are ready for advancement in either the same or a new sector (such as from retail sales to teller); (2) online resources, such as Yahoo! Hot Jobs and LinkedIn (in accordance with SBS policies) and advertising sites; and (3) community partners, colleges, and high quality training providers (with an emphasis on the ITG pipeline) that offer candidates with the skills our higher level positions require. In a proposed collaboration with Kingsborough Community College, which is supported by President Regina Peruggi, one of our account managers will make on-campus presentations, emphasizing our job placement services and our openings available at brand name companies. Likewise, a Kingsborough career services counselor will meet weekly with jobseekers at the Center to offer information on continuing education and degree programs that will provide the education and/or credentials required for our job openings. We will also build a pipeline of talent for the positions we develop by connecting jobseekers to appropriate education and training opportunities and re-engaging them upon completion.

Capacity building. The capacity of jobseekers will be developed through sector-specific marketability workshops (see Attachment 18) that were created in collaboration with CUNY and CareerCore, a company with college level counseling expertise. The workshops, which cover such topics as networking and personal branding, were developed for Career Plus and are ready for immediate delivery. All of our workshops will incorporate job search techniques, including research, networking, and the online resources, and we will encourage high level jobseekers to supplement the opportunities we offer with their own job search efforts. Keeping fully engaged in job search activities, building capacity, and going on interviews increases the likelihood of a candidate's presenting well in front of our companies and securing self-placement.

CareerCore. We are proposing consideration of a customized website based on one developed for Career Plus – potentially to be used throughout the Workforce1 Career Center system – that supplements the Center's career advisement capabilities for higher level candidates. The website would offer ongoing advice and special tips, provide networking opportunities, and promote the Center's open positions (see Attachment 8).

Employer engagement. Account managers who are expert at high level job development will market to companies in sectors that have primarily higher wage positions, such as professional services, information, and finance and insurance. We will leverage the existing relationships we built through Career Plus, which include publishing companies (GDS International and Ambassador Yellow Pages), banks (JP Morgan Chase and The Bank of New York), and law firms (Brown & Rudnick). Lastly, we will deepen our relationships with companies where we fill entry level jobs and gain access to their higher level positions. We have been very successful at placing store managers at TJ Maxx and Duane Reade in addition to entry level hires, for example.

c. NYC Business Solutions New Location Opening Services

Describe and demonstrate the effectiveness of how the proposer will target employers that are opening or expanding to new locations in New York City. New locations openings are defined as new or existing employer accounts, which have ten or more new positions to be filled.

Because new retail developments present exceptional opportunities for selling new location opening services, we will build and maintain relationships with real estate developers. Because developers have relationships with tenants that are opening new locations, they can make valuable introductions to senior HR representatives at anchor stores and other retailers that are slated to open. With SBS assistance, Grant Associates recently made sales presentations to Vornado, developer of Rego Park Center, and Muss Development Company, developer of Sky View Parc in Queens, and we will continue to build these types of relationships to benefit the Career Center system.

In addition, we will target employers for new location opening services through partnerships with the Borough President's Office, economic development agencies, and Business Improvement Districts, all of which have valuable information about upcoming openings. We will also leverage our existing business customers. Many of the large companies we already serve, such as Home Depot and Marshalls, frequently open new locations. We will approach our contacts at these companies to gain information about new openings and ask for appropriate introductions. Lastly, we will stay on top of upcoming new locations openings by monitoring *Crain's New York Business* and other business publications and new leases signed.

Provide a list of the initial five employers that the Center will target for new location openings services.

We will target the following employers for new location openings services: H&M, Barney's, Aloft Hotel (Starwood, opening 2011); Hyatt Hotel (opening 2012) and Shop Rite (Brooklyn Navy Yard).

Describe and demonstrate the effectiveness of the Center's strategy for generating awareness of new location opening recruitment services among potential business customers.

We will keep the unique value proposition for new location openings up front in our conversations with existing recruitment customers. Recently, this tactic resulted in 400 open positions for the Queens Career Center for a new Target store opening and intelligence about a new Home Depot opening in the Bronx, which we handed to the Bronx Career Center for fulfillment after developing a recruitment plan. We will also collaborate with the NYC Business Solutions Centers to promote new location services. Recent efforts targeting franchise businesses have shown promise. For our longer term pipeline, we will make sales presentations to developers so that they, in turn, can promote the recruitment services to the businesses that are opening in their developments. We will also leverage our relationships with economic development agencies and Business Improvement Districts. In collaboration with SBS, we recently held a roundtable with nine BIDs and Economic development agencies, educating them about new location opening services so they can promote them to businesses that plan to open in their areas.

d. NYC Business Solutions Systemwide Account Management

Describe and demonstrate the effectiveness of the Center's strategy for generating prospective business leads that have large-scale and citywide recruitment needs.

Leveraging the visibility of the NYC Business Solutions brand and fully utilizing SBS's extensive business development support, Grant Associates will generate leads for large-scale hiring through the following activities:

- **Sector Networks.** For each target sector, an account manager will be responsible for maintaining a "sector network" to keep informed of seasonal hiring needs, new location openings and new contracts awarded. We will use our knowledge of each sector to develop a value proposition and a pitch that appeal specifically to companies in that sector.
- **Research.** To augment what each sector network provides, account managers will conduct research to identify companies with a high volume of entry-level hiring needs, including those with multiple city-wide locations. They will also review Worksource1 data to identify seasonal hiring patterns and conduct timely marketing in advance of need.
- **High Level Relationships.** With greater influence and broader purviews, high level decision makers can provide access to larger opportunities than recruiters or store managers, for example. We will continue our efforts to develop relationships with HR executives and other individuals who are higher up the chain of command.
- **NYC Business Solutions Center.** The co-located NYC Business Solutions Center will refer operating businesses with large, recurring recruitment needs and we will leverage the Center's network of lenders, attorneys and other professional services providers, which can

be valuable sources of potential recruitment customers. The NYC Business Solutions Center's workshops on topics like marketing, financing and HR issues draw a steady stream of operating businesses that could potentially be turned into recruitment customers.

- **Partners.** We will leverage our partnerships with economic development agencies, Business Improvement Districts, and chambers of commerce to identify new leads for recruitment services. We recently invited all of the BIDs in Queens to a roundtable event at the Queens Career Center, where we promoted NYC Business Solutions services, including recruitment, so that they, in turn, could promote these services to their members.
- **Special Events.** We may organize special events in collaboration with SBS that are designed to attract large operating businesses. In November 2009, for example, we hosted an executive breakfast at the Harvard Club featuring Deputy Mayor Lieber, Commissioner Walsh, and *Crain's* Greg David to introduce high level decision makers to NYC Business Solutions services.

Lastly, as described in the Experience section of this proposal, we will use networking events, targeted cold calling and social networking sites (such as LinkedIn) to generate leads.

Provide a list of the initial five employers that the Center will target as a "Lead Center."

We will target the following accounts as Lead Center: Allen Healthcare (currently a Brooklyn AMT lead); Americare (currently a Queens healthcare account that would become a Brooklyn AMT); Applebee's; Starwood Hotels (opening 2011); and Costco.

Describe and demonstrate the effectiveness of the Center's strategy as a "Participating Center."

Each account manager assigned to a system-wide account will be responsible for learning the specifics of the Lead Center's job requirements so that he or she can effectively pre-screen candidates with the same precision and attention that is given to an internal account. To help source candidates for accounts on which we are the Participating Center, we will promote these job opportunities in our workshops and examine our ITG pipeline to find candidates with the relevant skills and training. To further support system-wide collaboration, our account managers will review the accounts led by other Centers and look for those that are similar to our own. This will allow us to present additional opportunities to the customers we source for our positions. We can also conduct joint recruitment events for accounts with similar hiring needs.

Time Warner Cable is an example of our work as a Participating Center. Michael Winburn, the company's recruiting manager, cited the Queens Career Center for not just for providing extraordinary recruitment services, but for delivering candidates with the highest one-year retention rates of all system-wide referrals. We also achieved the most hires for two Whole Foods openings as a Participating Center.

e. Employer Recruitment Flow Chart

See Attachment 13.

f. Placement Plan

Complete Appendix 7: Business Development/ Jobseeker Sourcing Template and Appendix 8: Overall Placement Plan Template.

See Attachment 14 for the Business Development/Jobseeker Sourcing Template (Appendix 7) and Attachment 15 for the Overall Placement Plan Template (Appendix 8).

4. Jobseeker Services and Strategies

a. Jobseeker Sourcing and Outreach

- **Describe and demonstrate the effectiveness of the sourcing and outreach strategies that will be used to draw the types of jobseekers needed to fulfill the job placement initiatives identified in the proposer's Placement Plan.**

As described earlier in this proposal, we will source candidates using multiple channels, including customer re-engagement, community partners, education and training providers, advertising and social networking. For each open position, the account manager responsible for that account will develop a customized sourcing strategy in collaboration with career advisors and the partner coordinator. Each sourcing strategy will take into account the volume of candidates needed, the specific skills required, and the compensation offered. As indicated in the Placement Plan, the sourcing strategy for TJ Maxx sales associates relies on advertising, whereas sourcing for manager positions calls for the re-engagement of customers who are working. Likewise, new store openings will depend heavily on advertising since such a high volume of customers needs to be brought in. Translation positions will rely heavily on training and education providers. As shown in Attachment 16, we have already identified training providers and community partners to source candidates for many of the positions in our Placement Plan. We will continue to expand these types of relationship moving forward.

- **Using demographic data and other sources, provide an estimate of and justify the percentage of the proposed Center's customer base who are considered job ready (defined as ready for an immediate referral to a job interview), ready for promotion or advancement, nearly job ready (defined as job ready with occupational training and/or minimal preparatory services), and not job ready.**

US Census Bureau data shows that among Brooklyn residents: 38% are foreign born; 47% speak a language other than English at home; 69% are high school graduates; and 22% are college graduates. The average household income is \$43,172, which is 23% lower than citywide average. The 2008 Workforce1 Career Center profiles show that 80% of customers have a high

school diploma or GED, which is higher than the borough as a whole, but the average wage is lower. Based on this data, our experience operating a Career Center, and the strategies we are proposing to draw higher level candidates, we expect 20% of customers are job ready for the jobs we offer; 5% are ready for promotion or advancement; 55% are nearly job ready; and 20% are not job ready.

- **Briefly describe and justify the Center's proposed sourcing activities for jobseeker customers. Outreach and sourcing activities are defined as the ways in which the Center reaches out to new or current jobseekers to fulfill job orders beyond one-on-one engagements with Career Advisors and Account Managers. Describe and demonstrate the effectiveness of how the Center will use public facing advertisements to recruit new customers.**

Sourcing activities will include:

- An effective email and call center re-engagement strategy that is targeted to a specific occupation and reaches both unplaced customers and those who are working (for advancement opportunities)
- Outreach to community partners based on their track record of providing candidates with the required profile
- Developing new partners, including colleges and universities, that can serve as sources for candidates for specific jobs
- Developing a pipeline of candidates by referring customers to high performing training programs and bringing them back to the Center for job placement
- Advertising on Internet sites, including craigslist and Yahoo! Hot Jobs to draw candidates for retail, security and higher paying positions (in accordance with SBS standards)
- Combining recruitment events for employers that are hiring for similar positions so that candidates have multiple opportunities for placement. This way, a high profile company can draw candidates for other less well known employers.
- Highlighting the Career Center's new job opportunities on a proposed new website
- Attempting coordination with other Career Centers so that we can refer good candidates to each other

Sourced candidates will attend an expedited orientation, which will typically be followed by a group screening for entry- and mid-level positions, or a full interview and assessment for higher paying jobs.

- **Briefly describe and demonstrate the effectiveness of how the Center will engage service veterans and eligible spouses and provide priority of service as defined above in Section III of this RFP.**

When an individual identifies him or herself as a veteran or eligible spouse at intake, he or she will be introduced to the onsite veteran representative employed by the New York State

Department of Labor. The veteran representative will inform the customer of all the veterans' benefits for which he or she is eligible, and highlight the employment resources available at the Center. The representative will be kept informed about the Center's recruitment events and may schedule the customer for a pre-screening. As required by the Veterans Act of 2002, veterans and their spouses will have access to services sooner than non-veterans, and if services are limited, veterans and their spouses will receive priority.

- **Briefly describe and demonstrate the effectiveness of how the Center will engage community based organizations to fulfill specific job orders. Describe and demonstrate the effectiveness of how partners will be identified and assessed to determine the job readiness of their customers and whether they would be good candidates for the employer needs identified in the proposer's Placement Plan. Describe and demonstrate the effectiveness of how the Center will provide ongoing feedback to the Community Partner on quality of customer matches to job orders. Describe and demonstrate the effectiveness of how the Center measures the success the engagement with the Community Partner.**

A partner coordinator maintains relationships with existing partners and continually reaches out to new organizations that can provide candidates for the Center's job orders, with particular attention to the target sectors. By building relationships throughout the borough, the partner coordinator generates visibility for the Center and attracts more viable candidates. With respect to filling **specific job orders**, the partner coordinator maintains a spreadsheet of partners that can be segmented by the population each organization serves and by the type of training each provides, if applicable. For example, Covenant House, Chinatown Manpower Project and LaGuardia Community College have certified nursing assistant (CNA) training programs. When a CNA position is available at the Career Center, the partner coordinator reaches out to these partners and encourages them to refer their customers. To fill job orders that require specific language skills (i.e., translation services or bilingual customer service representatives), the partner coordinator reaches out to organizations serving bilingual and/or immigrant populations, and to community colleges with foreign language programs. Attachment 16 shows which partners will be used to source candidates for positions in the Placement Plan.

A career advisor holds a special orientation every week that is exclusively for customers referred by partner organizations. Following the orientation, the career advisor meets with each candidate individually and assesses their **job readiness**. Candidates who are deemed job ready meet with an account manager for further assessment and pre-screening. If the account manager concurs that the customer is job ready, the customer is invited to attend a recruitment event, and ultimately, interview with the employer. If a partner refers candidates who are not job ready, the career advisor goes to the partner's location, observes the assessment process used there, and makes suggestions for how it can be improved. The career advisor re-explains the Career Center's expectation of work readiness and works with the

partner to identify where a disconnect may exist. The partner coordinator maintains and monitors a Community Partner Referral List, a spreadsheet that tracks the activities of all customers referred to the Center by a particular partner. The list shows the specific recruitment events each customer attended and shows the relevant account manager's written **feedback** on the customer, e.g., why the customer was or was not a good fit for the open position. The partner coordinator shares this feedback with the referring organization on an ongoing basis throughout the quarter.

Measures of success for partnerships include the number of referrals to the Center; the number of placements achieved; the recruit-to-hire ratios achieved; and the number of partners that are "high performing," i.e., that result in 15 or more placements per quarter with a recruit-to-hire ratio of 3 to 1 or better. We will track this data and report it to each partner quarterly.

b. Jobseeker Preparation

- **Describe and demonstrate the effectiveness of the key aspects of service delivery needed to prepare jobseekers for the employment opportunities specified in the Placement Plan.**

Intake & Triage. After targeted sourcing for the Center's open positions is conducted (as previously described), intake is the next aspect of service delivery that supports fulfillment of the Placement Plan. As shown in Attachment 19, the Walk-in Service Track, the intake process distinguishes between those customers who are job ready and capable of filling the Center's positions and those who are not. Customers who are not job ready are referred out for services from our first-rate partners, and those who are job ready (or near job ready), are triaged as follows. Customers who are interested in the specific employment opportunities available at the Career Center (or potentially at another Career Center or Sector Center in the system) will enter a Recruitment Track; those interested in occupational training will enter a job-focused Training Track that puts an emphasis on the types of positions we have available; and those not interested in the Career Center's positions will be referred to marketability and job search workshops and to the Resource Room for job search activities.

Customers in the **Recruitment Track** (see Attachment 20), whether walk-ins, re-engaged customers or newly sourced customers, will see an account manager for screening. If they are job ready and an appropriate match for a specific employer, they will be scheduled for an interview. Just prior to meeting with the employer, they will take a preparatory workshop that focuses on the specific job for which they are interviewing. Our new two-hour *Retail Readiness* workshop, for example, provides jobseekers with an overview of the sector (including common career paths), and then focuses on the unique brands and cultures of the specific retail companies we are recruiting for. It informs jobseekers of the qualities, attributes and "personal styles" that each company looks for in new employees. The goal is to provide our business

customers with better prepared, more knowledgeable candidates, resulting in improved recruit-to-hire ratios. Moving forward, we will develop sector-specific and company-specific workshop for each of our target sectors and each of our major employer accounts in the Placement Plan (see Attachment 18, Sector- and Job-Focused Workshops). In this way, we are aligning employment preparation with the specific employment opportunities the Center offers.

Our account managers are well equipped to evaluate customers who come to recruitment events and guide them to the appropriate next step. They refer customers who are not appropriate for the specific job at hand to other job opportunities that are part of a career path. For example, they may refer customers attending a call center/customer service recruitment event for DISH Network to a retail recruitment event for the Gap if they first need to build up their customer service experience. Likewise, our account managers are skilled at identifying transferable skills. They may refer customers attending a call center recruitment event to other events for higher wage positions if they possess the requisite skills. They may refer customers to training if they need an occupational skill or a credential in order to secure the targeted job, encouraging them to reapply when they have completed the training.

Customers who need more in-depth job readiness preparation will be referred to sector-specific *marketability workshops*, which cover resume development and interviewing skills, as well as personal branding and networking for our higher wage target sectors. Marketability workshops provide customers with valuable background information about the sector they are targeting, and equip them with the knowledge to answer the “Three Whys” (i.e., Why this sector? Why this company? Why me?). For retail, healthcare and customer service positions, marketability workshops will be one day long, and for higher wage positions in the professional services and information sectors, they will be two days long.

Customers who have an interest in occupational training *and* in securing one of the Career Center’s available jobs will enter the ITG Track (see Attachment 21). This Track is designed to quickly triage among three different customer groups. Customers who are interested in, and could be placed in, an available position without any training are referred to the Recruitment Track. Customers who are interested in the Center’s positions (or those offered throughout the Career Center system in a collaborative model coordinated by SBS) but first need occupational training begin the ITG application process. Those who do not fall in the preceding two groups (as well as those whose ITG applications were unsuccessful) are referred to a *Training Options Workshop*. This workshop provides an overview of low- and no-cost training options and highlights other Career Center services, such as recruitment events and capacity building workshops.

We will also provide a full range of advancement services for those who are employed, as described in the Advancement Services section of this proposal that follows.

- **Based on the proposer’s knowledge of the existing jobseeker customer base and community demographics, identify and justify barriers to employment the proposer expects to encounter most often and the workforce preparation services planned to address each. Address how specific preparation tracks, including employer focused workshops, can be linked to business needs, increasing the competitiveness of customers for particular openings.**

We know that a sizable number of Brooklyn residents are not proficient in English. To address this barrier, we will connect them with ESL and literacy services available through our partners, deliver intensive interviewing skills training (so that they understand and anticipate common questions), and/or find them jobs where English proficiency or literacy is not required. We know also that 20% of the Brooklyn Career Center’s customers do not have a high school diploma or GED. Given that most positions require at least a GED, we will refer these customers to our partners’ GED services to increase their competitiveness. We know also that many customers do not have established work histories. For these individuals, our resume preparation services will help structure their resumes in a way that highlights accomplishments rather than work history. They will also need intensive interviewing skills so that they can handle questions about their limited work histories and demonstrate a deep understanding of the position, company and sector of interest.

- **Describe and demonstrate the effectiveness of how the Center will ensure training opportunities offered are connected to employment. Describe and demonstrate the effectiveness of how Center staff develop and share knowledge about industries, employment trends, occupational training and career ladders with jobseekers, other centers and SBS. Describe and demonstrate the effectiveness of how this knowledge will be utilized as a tool for assessment and placement.**

Grant Associates will ensure that training is connected to employment in a number of ways. First, the Center’s career advisor coordinator will research training options that have direct relevance to the higher wage positions in the sectors we are targeting at the Center (or within the Career Center system), and using the *NYC Training Guide*, will select those providers that have a strong placement record and a curriculum that matches what employers are looking for. Since the number of ITGs will be limited, training options will include non-ITG alternatives.

As demonstrated in Attachment 19, customers seeking training that leads to the Center’s target occupations will be referred immediately to the ITG Track (shown in Attachment 21). Here, an account manager will outline the requirements for specific jobs and screen customers for their suitability. Customers with a more general interest in training will attend a Training Options workshop, which conveys a strong message about the importance of selecting training that leads to placement in a growth occupation and that uses labor market information to show occupations and sectors that are growing. Only job ready customers who are interested in training that clearly leads to employment will begin the ITG application process. As part of this

process, an account manager will screen ITG applicants to ensure that they are a good fit for the target occupation. Customers interested in manufacturing, transportation or healthcare training will be referred to the relevant Sector Center.

Through the numerous contracts we manage, we are in constant contact with employers and sector experts. We have real-time knowledge of businesses' workforce needs, required skills, career ladder opportunities, and the types of training that best prepare jobseekers for employment. Our account managers will be responsible for gathering this business intelligence from their "sector networks." Equipped with this knowledge, they will have a role in the Center's screening and assessment processes, in designing the marketability workshops, and determining what types of training are appropriate to meet our business customers' needs. Account managers will also share business intelligence with training providers and community colleges so that they can adjust their curricula accordingly. In some cases, such as our collaborations with Kingsborough, York and other CUNY colleges, this will be a formal process. We will also share knowledge through the monthly conference call for all Career Centers organized by SBS and through the *Occupational Workgroups* attended by our career advisors. The *Workforce1 Weekly Communication* could also provide an opportunity for Centers to share knowledge through contributed articles on employment and training trends that occurring "on the ground."

- **Describe and demonstrate the effectiveness of how the Center will ensure customers are reengaged for job placement and additional Center services after receiving training. At what point after the customer has been referred to training will this occur (e.g. prior to completion of the course, upon completion of the course, etc)? Indicate and justify what tools the Center uses to facilitate customer reengagement. Describe and demonstrate the effectiveness of how the Center will measure the success of reengagement with customers.**

The strategy for placing trained customers begins before an ITG is awarded. As previously described, customers will only be considered for an ITG if they have a specific occupational target in mind and they successfully pass an account manager's screening to determine their suitability for that occupation. And because they are targeting a specific job opportunity, customers know that a job is waiting for them upon completion of the training. Four weeks prior to completion, career advisors begin contacting customers who are enrolled in training using a database that is sorted by target occupations. They reach out to customers by phone and email to re-engage them for appropriate placement opportunities. They also email customers a monthly calendar of recruitment events occurring at the Center (Attachment 17).

Another reengagement strategy is the *ITG Job Fair*, held twice per month, during which ITG customers are invited to return to the Career Center for individualized job placement services. First, they meet one-on-one with a career advisor for a resume review. Then they meet with an account manager, who highlights the different employment opportunities available and

suggests specific recruitment events to attend based on the customer's newly obtained credential. Several times, we have had employers interview prescreened ITG customers on the spot, and we will look to do this more frequently moving forward. The success of these reengagement efforts will be measured by the number of ITG customer placements.

c. Advancement Services

- **Describe and demonstrate the effectiveness of the proposer's approach to re-engaging customers after initial employment and providing career advancement services, including career coaching and connection to work supports.**

Based on the intelligence we have gathered from businesses, employees fail to advance for three primary reasons: they lack the hard skills needed; they have limited communication, math and critical thinking/problem solving skills, and though often capable of performing in entry-level positions, they cannot function at a higher level; and/or they need special training to advance to supervisory positions.

As with all services, our re-engagement and advancement services will be primarily employer-driven. We will introduce business customers to customized training opportunities that can build the requisite hard skills and supervisory skills of their employees. We will also deliver workshops (perhaps in collaboration with the NYC Business Solutions Centers) that help employers develop professional development, performance management and advancement strategies for their companies. We will provide employers with information on the resources available at the Career Center that could help employees advance, including Advance at Work services (see below), workshops, ITGs and distance learning options.

An advancement theme will be incorporated into all Career Center services, consistently underscoring the message that a job is only one part of a long-term earnings strategy. We will promote and offer low-cost distance learning options, such as the Metrix Learning System, that allows customers to improve their skills and gain new certifications while they are working, and WorkKeys, which allows customers to improve their math and reading skills online. In addition, a Kingsborough counselor will be onsite every week to talk to customers about CUNY's certificate and degree programs and financing options.

An important part of our advancement strategy involves re-engaging customers who have been employed for six months or more in order to place them into higher wage positions. Career advisors will identify the types of customers that should be re-engaged for each open position and will collaborate on the sourcing strategy. For example, a customer working at Duane Reade might be ready for a higher paying position at Banana Republic, just as a customer working at Banana Republic might be ready for a supervisory position at TJ Maxx. Career advisors will reach out to such customers by phone and email, counsel them on the available opportunities, and schedule them for an Advancement Orientation.

Advance at Work services for low-income individuals will also be continued. These include accessing work supports, opening bank accounts and taking advantage of low cost tax preparation services. Advance at Work services will be promoted at the Career Center orientation and any interested customers who are employed will be referred to the Advancement Orientation. During this two-hour session, customers receive an overview of the available advancement services, are shown how to download their free credit reports, and are screened for work supports (using ACCESS NYC), such as subsidized healthcare, subsidized childcare, food stamps and the Earned Income Tax Credit. At the end of the session, customers will be told about services, such as recruitment events and marketability workshops that can lead to a higher paying job.

In addition to highlighting the higher paying jobs that the Center has available, career advisors will coach customers on how to identify advancement opportunities at their current place of work and how to ask for a promotion or a raise. Lastly, the Center will also offer special services to improve customers' financial situations, such as financial literacy workshops (in partnership with the Office of Financial Empowerment), low-cost tax preparation services, and guidance on opening Auto Save, savings and checking accounts.

5. Proposed Alternative Location (if appropriate)

Grant Associates is not proposing an alternative location for the Career Center. As noted in the proposal, however, we would be open to discussing with SBS the possibility of using the Career Plus space at 60 Madison Avenue as a Manhattan satellite for high level recruitment activities.

EXHIBIT F

REQUIRED CLAUSES FOR FEDERAL-AID CONTRACTS

- (a) **Drug-Free Workplace.** The provisions of *Exhibit G* shall apply to this Agreement.
- (b) **Smoke Free Environment.** The Contractor shall comply with all smoke-free environment Legal Requirements.
- (c) **Equal Opportunity and Non-Discrimination.** The provisions of *Exhibit H* shall apply to this Agreement.
- (d) **Confidentiality.** The Contractor shall comply with all Legal Requirements concerning the confidentiality of customer data and other information and records.
- (e) **Debarment and Suspension.** The provisions of *Exhibit I* shall apply to this Agreement.
- (f) **Inventions, Patents, Copyright.** The provisions of *Exhibit K* shall apply to this Agreement.
- (g) **Lobbying Activities.** No funds provided under this Agreement may be used for publicity designed to support or defeat any proposed federal, State or local legislation. The anti-lobbying provisions attached hereto as *Exhibit J* shall apply to this Agreement.
- (h) **Clean Air, Clean Water, Energy Conservation.** The provisions in *Exhibit L* shall apply to this Agreement.
- (i) **Sectarian Activities.** No funds provided under this Agreement may be used in support of any religious or anti-religious activity.
- (j) **Union Activities.** No funds provided under this Agreement may be used to assist, promote, or deter union organizing.
- (k) **Political Activity.** No funds provided under this Agreement may be used for political activity or any activity to further the election or defeat of any candidate for public, political or party office.
- (l) **Conflicts of Interest.** The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided.
- (m) **Fraud Reporting.** Pursuant to 20 CFR 667.630, any information or complaints concerning criminal fraud, waste, abuse or other criminal activity discovered by or reported in connection with a Workforce Investment Act (WIA) or WIA-related program shall be immediately reported to: The United States Department of Labor, Office of the Inspector General, Office of Investigations, Room S-5514, 200 Constitution Avenue NW, Washington, D.C. 20210, Phone Number 1-800-347-3756.
- (n) **Davis-Bacon Act.** The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the U.S. Department of Labor regulations (29 C.F.R. Part 5) for construction contracts in excess of two thousand dollars (\$2,000). With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section

3145 of title 40 United States Code. See 2 CFR §§176.80 et seq. See also <http://www.dol.gov/esa/whd/contracts/dbra.htm> (re Davis Bacon)

EXHIBIT G
DRUG-FREE WORKPLACE

In order to maintain a drug-free workplace, the Contractor shall:

- Publish statements notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- Establish an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace. The Contractor's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance program; and the penalties that may be imposed upon the employee and participant for drug abuse violation occurring in the workplace.
- Require that each employee working under this Agreement be given a copy of the statement described above.
- Notify the employee in such statement that as a condition of employment under the grant, the employee will abide by the terms of the statement and notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- Provide notice in writing within 10 calendar days after having received notice from an employee or otherwise receiving actual police notice of such conviction to the Department and to Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12244. Notices shall include the identification number(s) of each affected grant.
- Take one of the following actions, within thirty (30) calendar days of receiving notice, with respect to any employee who is convicted:
 - appropriate personnel action against such employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the foregoing.
- Provide a written certification of the foregoing for each of its training sites.

EXHIBIT H
EQUAL OPPORTUNITY AND NON-DISCRIMINATION

PART 1

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I- financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I- financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

PART 2

During the performance of the Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DSBS and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT I

DEBARMENT AND SUSPENSION

A. This certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, DSBS may pursue available remedies, including suspension and/or debarment.

B. The Contractor shall provide immediate written notice to DSBS if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29).

D. The Contractor agrees that by entering into this Agreement, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by DSBS.

E. The Contractor further agrees that by entering into the Agreement it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts.

F. DSBS may rely on the certification of the Contractor that it is not debarred, suspended, ineligible, or voluntarily excluded from entering this Agreement, unless DSBS knows that the certification is erroneous. DSBS may decide the method and frequency by which it determines the eligibility of its principals.

G. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of DSBS is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

H. Except for transactions authorized under paragraph D of this section, if the Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, DSBS may pursue available remedies, including suspension and/or debarment.

I. The Contractor certifies that by entering this Agreement, neither it nor its "principals," as

defined at 49 CFR § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. If the Contractor is unable to certify to the statements in this certification, the Contractor shall attach an explanation hereto.

Name of Organization

Name and Title of Authorized Representative

Signature

EXHIBIT J
ANTI-LOBBYING PROVISIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization

Name and Title of Authorized Representative

Signature

EXHIBIT K
INVENTIONS, PATENTS AND COPYRIGHTS

A. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to DSBS, and if this work is supported by a federal grant of funds, it shall be promptly and fully reported to the federal government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

B. No report, document, or other data produced in whole or in part with funds provided under this Agreement shall be copyrighted by the Contractor, nor shall any notice of copyright be registered by the Contractor in connection with any report, document, or other data developed for this Agreement.

C. If any copyrightable material is developed under, or in the course of performing this Agreement, DSBS shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

D. In no event shall paragraphs A, B, and C of this section be deemed to apply to any report, document, or other data, or any invention of the Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Agreement.

EXHIBIT L

CLEAN AIR, CLEAN WATER, ENERGY POLICY AND CONSERVATION

1. Compliance With Clean Air Act

A. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor shall report each violation to DSBS, and understands and agrees that DSBS will, in turn, report each violation as required to assure notification the USDOL and the appropriate EPA Regional office.

B. The Contractor shall include the requirements set forth in this section in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by USDOL.

2. Compliance With Clean Water Act

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq. The Contractor agrees to report each violation to DSBS, and understands and agrees that DSBS will, in turn, report each violation as required to assure notification to the USDOL and the appropriate EPA Regional Office.

B. The Contractor shall include the requirements set forth in this section in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the USDOL.

3. Compliance With Energy Policy And Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

