

**WORKFORCE DEVELOPMENT CORPORATION (“WDC”)
REQUEST FOR PROPOSALS**

TITLE: Preparation for Tech Training and Careers

PIN: 2016WDC0006

AUTHORIZED WDC CONTACT PERSON

Proposers are advised that the **Authorized WDC Contact Person** for all matters concerning this Request for Proposals (“RFP”) is:

Name: Eichakeem McClary
Title: Deputy Director and Counsel
Mailing Address: Workforce Development Corporation
c/o NYC Department of Small Business Services
110 William Street, 8th Floor
New York, New York 10038
Telephone #: 212-618-6764
E-mail Address: emccclary@sbs.nyc.gov

SECTION I - TIMETABLE

A. Release Date of this RFP: August 26, 2016

All questions and requests for additional information concerning this RFP should be directed in writing to the Authorized WDC Contact Person identified above.

Questions Due Date: September 7, 2016 by 5 p.m. EST

B. Proposal Due Date, Time and Location:

Date: September 30, 2016
Time: 5:00pm EST

Submission:

1. Responses must be submitted electronically by email, in either Adobe PDF or Microsoft Word, to Eichakeem McClary at emccclary@sbs.nyc.gov, **with a copy to** LSantiago@sbs.nyc.gov. If preferred, applicants may submit their information in hard copy to:
Attn: Eichakeem McClary
Deputy Director and Counsel
Workforce Development Corporation
c/o NYC Department of Small Business Services
110 William Street, 8th Floor
New York, New York 10038
2. All responses to this RFP are to be prepared and submitted at the Proposer’s expense. The WDC will not pay any costs incurred by Proposers in connection with the preparation, submission, and evaluation of the RFP response.
3. Please be sure to send all proposals by 5:00 p.m. EST on September 30, 2016.

Note: The WDC will consider requests made to the Authorized WDC Contact Person to extend the Proposal Due Date and Time prescribed above. However, unless the WDC 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.

C. Anticipated Contract Start Date: November 1, 2016

SECTION II - SUMMARY OF THE REQUEST FOR PROPOSALS

A. Organization Background

The WDC is an independent not-for-profit created by the City of New York (“City”) specifically for the purpose of assisting the City in developing and funding workforce initiatives, and works closely with the City’s Department of Small Business Services (“SBS”) to contribute to the economic vitality of the City by promoting workforce development and job creation through public and private partnerships.

The NYC Tech Talent Pipeline (TTP), an industry partnership designed to support the growth of New York City’s tech ecosystem, is an initiative of the WDC. In order to deliver quality jobs for New Yorkers and quality talent for NYC businesses the City, through the TTP, is working with public and private partners to define employer needs, develop training and education solutions, and scale what works throughout the city.

B. Purpose of RFP

The WDC seeks a qualified contractor (“Contractor”) to develop and deliver a “pre-training” program intended to help targeted populations of New Yorkers develop the basic technical and professional skills necessary to gain admission into occupational trainings in technology and/or prepare for computer science-related post-secondary education programs.

The pre-training program will be split into two “Tracks,” the first intended to help New Yorkers who face substantial cultural barriers to employment, including foreign-born New Yorkers, prepare for occupational training leading to careers in web or mobile development, with a sufficient foundation to also pursue training in other technical occupations of their choosing. The first Track will serve individuals who have no experience as a professional web or mobile developer and earn less than \$50,000 per year and is expected to help participants: (1) identify specific career goals; (2) build basic technical skills, including skills needed to succeed in a technical interview; and (3) prepare to excel in the written and interview components of occupational training application processes. Contractor is expected to provide all services related to this training Track, including development and delivery of the technical training and professional development curriculum (the “Curriculum”) (which will be used in both pre-training Tracks), recruitment and screening of program participants, and overall program management.

The second pre-training Track will supplement an educational program which prepares young adults¹ to obtain their High School Equivalency and is also intended to help young adults prepare for occupational training or further post-secondary education leading to careers in web development, with a sufficient foundation to also pursue training for other technical occupations of their choosing. The second Track will serve individuals who have no experience as a professional web or mobile developer, earn less than \$50,000 per year, and have not yet obtained their high school degree or equivalency. The pre-training for young adults is expected to include: (1) completion of a High School Equivalency (HSE) preparatory training course, contextualized to prepare participants for further study or training in web development and leading to obtainment of an HSE²; (2) acquisition of basic technical and professional skills needed to compete for admission to occupational training and/or further study; and (3) optional part-time work opportunities, facilitated by Workforce1 Career Center staff. Contractor is expected to tailor the Curriculum as described above to the young adult population,

¹ Defined as individuals between the ages of 18 -21.

² The NYC Department of Education will be responsible for developing and delivering this portion of the program.

lead recruitment and screening processes in cooperation with program partners such as the Department of Education, and provide overall program management, including development of assessment tools.

Both pre-training Tracks are expected to serve individuals who have no experience as a professional web or mobile developer and will take place at facilities in the Workforce1 Career Center system.

C. Anticipated Contract Term

It is anticipated that the term of the contract awarded from this RFP will be one (1) year with renewal options at the WDC's sole discretion for up to an additional two (2) years (up to three years in total), commencing upon Contractor's receipt of a written notice to proceed from the WDC. The WDC reserves the right, prior to contract award and renewal contract execution, to determine the length of the initial contract term and each option to renew, if any.

D. Anticipated Available Funding

It is anticipated that the maximum available funding for the contract awarded from this RFP will be **\$410,000** annually, in federal Workforce Innovation and Opportunity Act (WIOA) funds and private funds, including up to **\$74,000** specifically set aside for provision of WDC-defined supportive services such as transportation assistance to program participants. The funding allocation and final contract amount is dependent upon the availability and appropriation of funds and is subject to change. In addition, the WDC reserves the right to modify the funding allocation in the best interests of the WDC.

E. Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this RFP will consist of line-item reimbursements. However, the WDC reserves the right to select any payment structure that is in the WDC's best interest. No payments will be made nor funds applied to other uses. WDC will endeavor to accommodate reasonable requests for payment structures that incorporate work performed and the Contractor's allocation, dedication and expenditure of resources. Work performed by the Contractor beyond the scope of this solicitation and the resulting contract award will not be compensated without WDC's prior approval. The WDC reserves the right to incorporate performance-based payments tied to outcomes in any contract renewals.

F. Minimum Qualification Requirements

The following are the Minimum Qualification Requirements of this RFP. All proposers, and any proposed subcontractors who will engage in curriculum development and/or provide technical instruction, must be able to meet all minimum eligibility requirements by the Proposal Due Date. Proposals that fail to meet any of these requirements by the Proposal Due Date will be found non-responsive and rejected.

- Within the past five (5) years, proposer/proposed Subcontractor has developed at least one complete training curriculum in technology.
- Within the past two (2) years, proposer/proposed subcontractor has conducted and completed training in computer programming to prepare at least 20 individuals for software, web, or mobile development training, careers in these fields, or post-secondary education in computer science. Relevant experience may have been in-person or remote, and instruction may have been delivered to a cohort of students or to individual students.

G. Preferred Qualifications

WDC prefers for the Contractor to possess the following non-exclusive list of qualifications and or/skills:

- Demonstrated experience conducting and completing training in New York City.
- Demonstrated experience working with individuals who face substantial cultural barriers to employment, including foreign-born New Yorkers and/or young adults;
- Demonstrated experience in assessing individuals for and connecting them to appropriate occupational training;

- Demonstrated experience working to prepare young adults for and help them connect to higher education, with a focus on preparation for majors in computer science or related majors;
- Demonstrated experience and success training individuals who are traditionally underrepresented in the technology sector and/or who have other barriers to training and employment; and
- Demonstrated experience building industry relationships, capturing employer feedback, and developing trainings that are responsive to industry need.

SECTION III - SCOPE OF SERVICES

A. WDC’s Goals for this RFP

The WDC’s goal for this RFP and the resulting contract is to award an appropriately qualified Contractor to develop curricula for, and generally administer, a pre-training program (the “Program”) with two different tracks (each a Program “Track”) focused on technical and professional skills development and services, including components which are tailored to the needs of individuals facing substantial cultural barriers to employment, including foreign-born New Yorkers and young adults (“Young Adults”). Each Program Track will prepare participants for future admission to occupational training, such as the NYC Web Development Fellowship or Mobile Dev Corps, and/or other technology-related educational programs such as post-secondary education, which can lead to future high quality, full-time employment. This Program is intended to be a pilot that will inform best practices that can be used to target the WDC’s approach to promoting access and opportunities leading to careers in technology. The WDC further intends that the resulting contract award will ultimately accomplish the following related goals and objectives:

For the pre-training for individuals facing substantial cultural barriers to employment, including foreign-born New Yorkers; “Track A”:

- Effectively prepare participants for occupational training leading to careers in web or mobile development, with a sufficient technical foundation to also pursue other careers in technology.

For the pre-training for Young Adults; “Track B”:

- Manage overall pre-training program, including coordinating with partners from the NYC Department of Education and others to guide and support participants as they attempt to successfully complete a high school equivalency program, delivered by the NYC Department of Education, and leading to participants’ attainment of a High School Equivalency.
- After participants complete their High School Equivalency preparatory coursework, effectively prepare participants for occupational training and/or further educational programs leading to careers in web development, and/or matriculation into a higher education institution with the intention to major in computer science or a related field.

B. WDC’s Assumptions Regarding Contractor’s Approach:

The WDC’s assumptions regarding the approach that will most likely achieve the goals and objectives for this RFP are delineated below. Contractor will be expected to:

1. Develop the technology pre-training Curriculum, then after approval, create two modified versions: one tailored to the needs of individuals facing substantial cultural barriers to employment, including foreign-born New Yorkers, and one tailored to the needs of Young Adults, including development of the “Educational Opportunity Module” as described in (B.3). Contractor will manage and deliver two distinct pre-training Tracks incorporating the Curriculum plus additional elements specific to the needs of each population. The Curriculum, which is subject to the WDC’s prior approval and input, is expected to include but will not be limited to the following elements:
 - Goal setting and Career Exploration:
 - Helping participants identify specific goals for their intended careers in web or mobile development in New York City, including exposure to occupational training options to which individuals may want to consider applying.

- Exploring the landscape of web and mobile development opportunities in the City.
 - Helping participants identify specific roles in which they would like to work, including more senior opportunities they would like to aspire to once becoming an experienced web or mobile developer.
 - Research regarding available occupational training programs, such as the NYC Web Development Fellowship and Mobile Dev Corps, including an overview of the publicly-stated application process for each.
 - Technical preparation:
 - Develop participants’ basic technical skills through didactic instruction. Suggested content includes:
 - Basic language command: Skills necessary for a basic command of an appropriate language and framework, to be specified in your proposal, which participants can apply to build simple applications or pages.
 - Tools: Use Github to work on a collaborative project; using the command line.
 - Develop students’ ability to demonstrate technical aptitude for occupational training in web development, including succeeding in a basic technical interview, problem-solving methods, coding challenges and samples, and logical reasoning tests.
 - Preparing a strong written application to technology occupational training programs, including building a professional, tech-focused digital presence, showcasing past accomplishments and conveying interest in writing, and where applicable, how to “translate” educational and professional accomplishments achieved in a different country for a U.S.-based audience.
 - Preparing to succeed in an in-person interview, including how to describe career goals and convey a passion for coding, standards for quality technical interviews and preparation tactics (such as researching and tailoring your interview preparation for specific opportunities), and how to pitch oneself (*i.e.* developing an “elevator pitch”). It is expected that the Contractor will utilize mock interviews and include other opportunities for participants to practice technical interview best practices.
2. Design the Curriculum to meet the following specifications:
- Can be completed within 80 hours (assuming 4 hours of instruction per day, 5 days per week, over 4 weeks). However, the WDC looks to the Contractor to design and propose a curriculum that delivers effective instruction and will consider a longer pre-training, not to exceed 160 total hours, if needed for effective instruction of all elements outlined above;
 - Flexible enough to be delivered in varying lengths of instruction (it is possible that, for example, an instructor will be able to deliver more hours of instruction per day in Track A than in Track B);
 - Incorporates Curriculum feedback from at least three (3) individuals in the technology industry who have experience in software engineering (web/mobile development) and are able to provide informed feedback about what is required to succeed in these jobs; and
 - Includes at least 1-2 group projects in the Curriculum, with at least one of these being a technical project, to help participants develop experience working in teams.

Note: Tracks A and B may run simultaneously. The WDC expects that both pre-trainings will be delivered on a part-time schedule, with instruction for Track B occurring from approximately 8:30 a.m. – 12 p.m. or 9 a.m. – 1 p.m. each day, and instruction for Track A likely occurring later in the day (approximately 2:30 – 6:30 or 3 – 7 p.m., Monday through Friday). The Proposer should propose a staffing model it thinks would best enable it to deliver instruction should Tracks A and B run simultaneously. Options may include one instructor, potentially with the support of a teaching assistant, delivering instruction for both Tracks, or two part-time instructors, each delivering instruction for one Track, or another configuration. In any case, the WDC expects that the Contractor will provide the same instructor(s) for the duration of both Tracks.

3. For Track B, develop and deliver a curricular module focused on exploring Computer Science-focused college programs (the “Educational Opportunity Module”). This portion of the pre-training curriculum will help participants to discover the options for, and apply to, higher education in computer science or a related field in New York City. Suggested content includes:

- Information about the range of computer science and related programs at higher education institutions throughout NYC, with a focus on, but not limited to, programs within the City University of New York (CUNY) system;
 - Guidance on how to evaluate different programs and select targeted schools that would be a good fit for the participant’s career and educational goals; and
 - Guidance on how to apply, including support to help participants gather documents needed for application.
4. For Track B, work with staff from the WDC, curriculum developers and/or instructors at the NYC Department of Education, and others as reasonably requested by the WDC, to ensure that the Curriculum is well-integrated with the approximately 4 month-long High School Equivalency preparation course being developed and delivered by the NYC Department of Education.
 5. Use a live, in-person class setting to provide the respective training through experienced, knowledgeable and qualified instructors.
 6. Supplement live, in-person class setting with homework and project-based work.
 7. Develop a strategy to provide support for participants beyond classroom hours on an “as needed” basis.
 8. Establish a WDC-approved monitoring and evaluation process to track each participant’s attendance, academic progress and skill attainment during and at the conclusion of the training.

Note: The WDC’s assumptions regarding the proposer’s approach represent what the WDC believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose an approach that they believe will most likely achieve the WDC’s goals and objectives. Proposers may also propose more than one approach. However, if an alternative approach affects other areas of the proposal such as experience, organizational capability or price, that alternative approach should be submitted as a complete and separate proposal providing all the information specified in Section IV of this RFP.

C. Contractor Responsibilities

The Contractor is expected to be responsible for the following services and activities during the contract term:

1. Recruitment of Trainees.

- a. **Recruitment:** Contractor is expected to plan and execute a comprehensive outreach and recruitment strategy to recruit, screen and enroll eligible participants into the Program. This recruitment strategy is expected to be developed in conjunction with and subject to the approval of the WDC, and should be documented in such a way as to allow others to utilize the strategy if the Program grows.
 - Enroll as follows:
 - **Track A:** To a minimum of 50 participants, and maximum of 54 participants, through at least two cohorts.
 - **Track B:** To a minimum of 50 participants, and maximum of 64 participants, through exactly two cohorts. Note that the HSE component of this training will be approximately four months long. Therefore, it is expected that the majority of instruction would take place beginning in the fifth month of Track B.
- b. **Aptitude assessment:** Contractor is expected to develop and employ a WDC-approved screening mechanism (that focuses on prerequisite skills or competencies and/or aptitude tests) to identify and to enroll eligible and qualified candidates into the Program. The Contractor is expected to develop a screening mechanism, including an assessment, to ensure enrolled participants have sufficient aptitude to successfully complete the Program and succeed in a career in web or mobile development.

2. Participant Assessment Requirements.

- a. **Develop assessment tool:** Contractor will be expected to develop and use a tool to assess candidates’ skill level upon entry into and completion of the Program.
- b. **Use assessment tool:** Contractor will be expected to use this tool to determine a candidate’s baseline level of technical and professional skill upon entry into the Program, and to assess technical and professional skill upon completion of the Program in order to measure candidate improvement resulting from participation in the Program.

3. **Curricula.** Provide Curricula that will effectively provide professional and technical instruction to participants. Expected Curricula-related deliverables may include, but are not limited to:
 - a. The breakdown of the curriculum by units outlining the goals and details of each unit. Note that the Curricula may include pre-existing content.
 - b. Instructional calendar, including units and sub-topics, learning objectives, and assessment points.
 - c. Comprehensive facilitator manual including description of instructional practice (lectures, group work, etc.).
 - d. Any and all materials needed to fully and effectively deliver curriculum, including any presentation decks, assignments or projects, assessments with rubrics, and other materials needed.
4. **Provision of Program.**
 - a. Provide or budget for all requisite training material necessary to effectively deliver training, unless otherwise specified by WDC. The WDC will provide all equipment, hardware/software, and cover associated costs, including any technological needs (*e.g.*, computers, monitors, printers, overhead projectors, software, databases, or website access). Proposers, however, should detail any required equipment and hardware/software in their Program Proposal (Attachment B).
 - b. Develop and submit to WDC for prior approval all Program requirements for course completion, including a policy for making up missed classes.
 - c. Contractor is expected, where applicable, to provide credentials resulting from the training.
5. **Support Post-Program Success.** Provide direction, guidance and support to Program participants as they select and apply to occupational trainings or post-secondary educational programs.
6. **Administrative Requirements.**
 - a. Cooperate with the WDC and NYC Department of Education in meeting all administrative obligations identified in this solicitation and the resulting contract award.
 - b. Hire or designate, with WDC approval, a full-time program manager to be responsible for the Program, housed on-site, and serve as WDC’s primary point of contact for all matters related to this Program, including items related to other Program partners.
 - c. Participate in “check-in” calls every two (2) weeks, or at a schedule specified by the WDC, and a minimum of three (3) in person meetings with the WDC to review Curricula and Program success.
 - d. Develop a WDC-approved method or set of evaluation metrics.
 - e. Undertake performance assessments of enrolled trainees that focus on participant progress and skill attainment at the conclusion of training, based on said metrics.
 - f. Maintain an administrative office during the Term of the resulting contract to meet all of the administration and management requirements required by this RFP and the resulting contract award, including, but not limited to, the detailed tracking of expenditures and personnel timekeeping.
7. **Sustainability, Scaling, & Cost Reduction.**
 - a. Contractor will be expected to present a plan for outlining the sustainability of the Program which will include a commitment to documenting process, identifying opportunities for reducing costs over time, and other items reasonably identified by the WDC.
 - b. At the end of each cohort, Contractor will be expected to produce a report on learnings: best practices, challenges, and recommendations for revision of the Program. At the end of the Program, it is anticipated that Contractor will be responsible for producing a more comprehensive report of learnings to improve model development and replication, with specific topics for inclusion to be determined by the WDC.

D. Intellectual Property*

Any and all materials created under any contract that is entered into as a result of this solicitation (the “Work Product”) are the exclusive property of WDC. WDC may use any Work Product prepared by the Contractors in such manner, for such purposes, and as often as WDC may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractors. The Contractors shall not use, transmit, display, publish or otherwise license such Work Product without WDC’s prior written consent. The Work Product 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 WDC is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent that the Work Product does not qualify as a “work-made-for-hire,” the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright

ownership in and to the Work Product to WDC, free and clear of any liens, claims or other encumbrances. The Contractors shall retain no copyright or other intellectual property interest in the Work Product.

NOTE: This section of the solicitation **DOES NOT** include any materials created by the successful proposer or Contractor **prior to** entering into the agreement with the WDC. Note, however, that the winning proposer will be **required** to provide the WDC an irrevocable, world-wide, royalty-free, non-exclusive, sub-licensable, license to reproduce, translate, publish, use, make derivative works, distribute and dispose of, for governmental purposes, any pre-existing reports, documents, data, photographs, deliverables, and/or other pre-existing materials delivered under any contract that is entered into as a result of this solicitation.

**Please submit any specific intellectual property-related questions by September 7th and we will attempt to provide as detailed of a response as possible.*

SECTION IV - FORMAT AND CONTENT OF THE PROPOSAL

Instructions: Proposers should provide all information required in the format below. Proposals submitted in hard copy should be printed on both sides of portrait 8 ½" by 11" paper, using Times New Roman font style and a 12-point font size. The WDC requests that all proposals be submitted on paper with no less than 30% postconsumer material content, i.e., the minimum recovered fiber content level for reprographic papers recommended by the United States Environmental Protection WDC (for any changes to that standard please consult: <http://www.epa.gov/osw/consERVE/tools/cpg/products/printing.htm>). Pages should be paginated.

If submitted electronically, Program Proposal and Price proposal should be submitted in either PDF or Word format and attached to a single email (further delivery details are below).

The proposal will be evaluated on the basis of its content, not length. Failure to comply with any of these instructions will not make the proposal non-responsive.

A. Proposal Format

1. Proposal Cover Sheet (Attachment A)

The Proposal Cover Sheet (Attachment A) transmits the proposer's Proposal Package to the WDC. It should be completed, signed and dated by an authorized representative of the proposer. If the proposal is being submitted by a joint venture, include a Proposal Cover Sheet for each entity that is a party to the joint venture.

2. Program Proposal

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

a. Experience (Attachment B)

Describe the successful relevant experience of the proposer, each proposed subcontractor, if any, and the proposed key staff in providing the work described in Section III of this RFP. Specifically, proposals should address the following:

- Proposer's experience in developing training curricula in technology. This should include details, including but not limited to:
 - Name of program(s) for which curricula were developed
 - Description of the curricula, including syllabus or similar overview of content and learning objectives
 - Description of Proposer's role in developing the curricula, including any collaboration with other entities
 - Number of industry partners engaged in curriculum development, if any

- Proposer’s experience in conducting and completing training in computer programming to prepare at least 20 individuals for software, web, or mobile development training, careers in these fields, or post-secondary education in computer science. This should include details, including but not limited to:
 - Name of program(s)
 - Location of program(s)
 - Description of program(s), including the targeted training outcome for each participant (e.g. obtain a job in web development or gain access to occupational training)
 - Dates of cohort(s) conducted, or for individual training, dates when individuals went through training
 - Number of industry partners engaged in program development, if any
 - Trainer-to-student ratio
 - Cost of program per participant
 - Number of individuals who began training
 - Number of individuals who completed training
 - Outcomes (within 3 months of training completion)
 - Number of individuals who, as a result of the training, went on to further occupational training in a relevant field (e.g. web development)
 - Number of individuals who, as a result of the training, went on to relevant full-time employment (e.g. as a web developer, software engineer, or other closely related job)
 - Number of individuals who, as a result of the training, went on to post-secondary education programs in computer science or a related degree
 - Outcomes (made more than 3 months after training completion)
 - Number of individuals who, as a result of the training, went on to further occupational training in a relevant field (e.g. web development)
 - Number of individuals who, as a result of the training, went on to relevant full-time employment (e.g. as a web developer, software engineer, or other closely related job)
 - Number of individuals who, as a result of the training, went on to post-secondary education programs in computer science or a related degree

In addition:

- Attach a resume for each proposed instructor and curriculum developer. If additional instructors or curriculum developers will need to be hired, please include a description of the job qualifications that the position will require.
- Attach for each key staff position a resume and/or description of the qualifications that will be required.

b. Organizational Capability (Attachment B)

Demonstrate the proposer’s organizational, managerial, and financial capability to provide the work described in Section III. Specifically, proposals should address the following:

- Demonstrate the proposer has sufficient resources, including financial and human resources, to begin the Program by the expected contract start date. Demonstrate the proposer has sufficient resources, including financial and human resources, to cover costs between each reimbursement payment. **Note:** Reimbursements occur on a 30-60 day period.
- Demonstrate the proposer’s experience in developing and executing similar programs in New York City or a similar city.
- List the Proposer’s current project(s) and any future training or trainings the Proposer is committed to for the duration of this contract.

In addition:

- Attach a chart showing where, or an explanation of how, the proposed services will fit into the Proposer’s organization.

- 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.

Note: Proposers should complete annexed Attachment B to respond to the areas identified above relating to “Experience” and “Organizational Capability.” Proposers should attach additional sheets, as applicable, to submit their responses to the WDC if there is insufficient space or if a particular area does not appear on Attachment B.

c. Proposed Approach

Describe in detail how the proposer will provide the work described in Section III of this RFP and demonstrate that the proposer’s proposed approach will fulfill the WDC’s goals and objectives. The “Proposed Approach” description submitted by each proposer should not exceed four (4) pages in length. Specifically, proposals should address the following:

1. Rationale as to why the proposer’s approach will be successful as a whole in the City.
2. Proposed curriculum (a comprehensive breakdown of course modules, explanations as to why each one is included, and identification of opportunities that will be established for industry to provide feedback on curriculum development).
3. Proposed number of participants and cohorts for the Program. Note that the WDC encourages proposers to exceed the minimum service levels (but not the maximum services levels) set forth in this RFP whenever possible.
4. Recruitment strategy and screening assessment criteria.
5. Proposed training delivery, including:
 - a. Trainee requirements for training completion
 - b. Training schedule, including frequency (number of days per week and total number of training sessions), the number of hours of instruction per training, and duration of any workplace component (including, for example, internships or work on active client projects). Note – all proposals should operate from the following pre-set schedule parameters:
 - For Track A: The WDC expects that this pre-training will be delivered on a part-time schedule, with instruction occurring from approximately 2:30 – 6:30 or 3 – 7 p.m., Monday through Friday, for approximately 4 weeks total. Exact hours are flexible.
 - For Track B: The WDC expects that this pre-training will be delivered on a part-time schedule, with instruction occurring from approximately 8:30 a.m. – 12 p.m. or 9 a.m. – 1 p.m., Monday through Friday, for approximately 4 weeks total. Training hours will be determined by the WDC in cooperation with the NYC Department of Education.
 - c. Trainee-to-instructor ratio
 - d. Policy for making up missed training classes
 - e. Goals of the instructional plan
6. Anticipated equipment and materials required for the Program training (such as a course book, website component, etc.).
7. Strategy to provide support as needed for participants beyond course-room hours.
8. Monitoring and evaluation process to track each participant’s attendance and progress, including the metrics used to measure participant progress and skill attainment.
9. Credentials expected as a result of training completion, if applicable.

Note: The WDC’s assumptions regarding the proposer’s approach represent what the WDC believes to be most likely to achieve its goals and objectives. However, proposers are encouraged to propose an approach that they believe will most likely achieve the WDC’s goals and objectives. Proposers may also propose more than one approach. However, if an alternative approach affects other areas of the proposal such as experience, organizational capability or price, that alternative approach should be submitted as a complete and separate proposal providing all the information specified in Section IV of this RFP.

3. Price Proposal (Attachment C)

For the purposes of comparison, Proposers are required to complete and submit the Price Proposal Attachment (Attachment C). However, proposers are also encouraged to propose innovative payment structures. The WDC reserves the right to select any payment structure that is in the WDC's best interest.

4. Project Timeline

Proposers should provide a schedule for completion of the deliverables and/or services required by the contract resulting from this solicitation, including identification of key dates, deadlines or timeframes for research service completion and/or submission of deliverables.

Anticipated Start Date: **November 1, 2016**

Note: The Contractor must be able to begin immediately upon receipt of a written notice to proceed from WDC.

5. Acknowledgment of Addenda (Attachment D)

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

B. Proposal Package Contents ("Checklist")

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

IF SUBMITTED IN HARD COPY:

1. A sealed inner envelope labeled "Program Proposal," containing **one (1) original** and **one (1) duplicate** of the documents listed below and in the following order:

- Proposal Cover Sheet (Attachment A)
- Program Proposal (Attachment B)
 - Narrative
 - References for the Proposer and, if applicable, each Subcontractor
 - Resumes and/or Description of Qualifications for instructors and key Staff Positions
 - Documentation of past curricula administered by the Contractor
 - Organizational Chart
 - Proof of Business of doing business for more than one year
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
- Acknowledgment of Addenda Form (Attachment D)

2. A separate sealed inner envelope labeled "Price Proposal" containing **one (1) original** and **one (1) duplicate** of the Price Proposal Form.

- Price Proposal Form (Attachment C)

3. A separate sealed outer envelope, enclosing the all of the above-referenced sealed inner envelopes. The sealed outer envelope should have two (2) 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 WDC Contact Person.

IF SUBMITTED ELECTRONICALLY

1. **One** PDF or Word document labeled “Program Proposal [Proposer Organization Name]”

- Proposal Cover Sheet (Attachment A)
- Program Proposal (Attachment B)
 - Narrative
 - References for the Proposer and, if applicable, each Subcontractor
 - Resumes and/or Description of Qualifications for instructors and key Staff Positions
 - Documentation of past curriculums administered by the Contractor
 - Organizational Chart
 - Audit Report or Certified Financial Statement or a statement as to why no report or statement is available
- Acknowledgment of Addenda Form (Attachment D)

2. A separate PDF or Word document labeled “Price Proposal [Proposer Organization Name]”

- Price Proposal Form (Attachment C)

3. **One** email with previous two files attached, which includes:

- A subject line with the following format : Title of RFP, RFP Pin #
- A message in the body of the email noting 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.
- emccclary@sbs.nyc.gov in the recipient (“To”) field, and LSantiago@sbs.nyc.gov in the “cc” field.

SECTION V - PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES

A. Evaluation Procedures

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

B. Evaluation Criteria

- | | |
|--|-----|
| * Demonstrated quantity and quality of successful relevant experience. | 30% |
| * Demonstrated level of organizational capability. | 25% |
| * Quality of proposed approach. | 45% |

- C. **Basis for Contract Award.** A contract will be awarded to the responsible proposer(s) whose proposal(s) is/are determined to be the most advantageous to the WDC, taking into consideration the price and such other factors or criteria, which are set forth in this RFP. Contract award(s) shall be subject to the timely completion of contract negotiations between the WDC and the selected proposer(s). The WDC shall rank proposers by technical merit. The WDC may request best and final offers (BAFOs) and will then consider price by negotiating a fair and reasonable price with the highest technically ranked proposer(s). In the event that such price is not successfully negotiated, the WDC may conclude such negotiations, and enter into negotiations with the next highest technically ranked proposer(s), as necessary.
- D. **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 WDC. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the WDC.
- E. **RFP Postponement/Cancellation.** The WDC reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.
- F. **Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.
- G. **Applicable Laws.** This Request for Proposals and the resulting contract award, if any, unless otherwise stated, are subject to all applicable provisions of the federal Workforce Innovation and Opportunity Act (29 U.S.C. 3101 et seq.), New York State Law, the New York City Charter and Administrative Code, the Rules of the City of New York. In addition, contract award is subject to applicable provisions of federal, state and local laws and executive orders, including those requiring affirmative action and equal employment opportunity.
- H. **General Contract Provisions.** Contracts shall be subject to the WDC’s general contract provisions, in substantially the form that they appear in the attached “Appendix A—Standard Terms and Conditions” or, if the WDC utilizes other than the formal Appendix A, in substantially the form that they appear in the WDC’s general contract provisions. Additionally, contracts shall be subject to Appendix 1, 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards) and Appendix 2 (Combined Federal-State Certifications), which are available from the Authorized WDC Contact Person upon request.
- I. **Prices Irrevocable.** Prices proposed by the proposer shall be irrevocable until contract award, unless the proposal is withdrawn. Proposals may only be withdrawn by submitting a written request to the WDC prior to contract award. This shall not limit the discretion of the WDC to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

SECTION VI – ATTACHMENTS

Attachment A – Proposal Cover Sheet

Attachment B – Experience and Organizational Capability Proposer Response Form (Program Proposal)

Attachment C – Price Proposal Form

Attachment D – Acknowledgment of Addenda

Appendix A – Standard Terms and Conditions

Appendix B – Investigations Clause

ATTACHMENT A

PROPOSAL COVER SHEET

**RFP TITLE: Pre-Training for Tech Careers
PIN: 2016WDC0006**

Proposer:

Organization Name: _____

Address: _____

Tax Identification #: _____

Proposer's Contact Person:

Contact Name: _____

Title: _____

Telephone #: _____

Email Address: _____

Proposer's Authorized Representative:

Representative Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____

If submitted in hard copy, is the response printed on both sides, on recycled paper containing the minimum percentage of recovered fiber content as requested by the WDC in the instructions to this solicitation?

Yes **No**

ATTACHMENT B

EXPERIENCE AND ORGANIZATIONAL CAPABILITY PROPOSER RESPONSE FORM (PROGRAM PROPOSAL)

RFP TITLE: Pre-Training for Tech Careers

PIN: 2016WDC0006

Proposers should provide the information requested in the tables below regarding their Experience and Organizational Capability, attaching additional pages, if necessary. This Attachment B should be included in the proposal response package submitted to the WDC.

Experience

- Previous curriculum development. Proposer should provide the following information relating to proposer's prior development of at least one complete training curriculum in technology.

Curriculum #1

- Name of program(s) for which curricula were developed
- Description of the curricula, including syllabus or similar overview of content and learning objectives
- Description of Proposer's role in developing the curricula, including any collaboration with other entities
- Number of industry partners engaged in curriculum development, if any

Curriculum #2 (if applicable)

- Provide information as listed above

Curriculum #3 (if applicable)

- Provide information as listed above

- Previous Training. Proposer should provide the following information relating to proposer's prior experience conducting and completing training in computer programming to prepare at least 20 individuals for software, web, or mobile development training, careers in these fields, or post-secondary education in computer science..

Important notes.

- **Relevance:** All outcomes reported must be relevant to the training received (e.g. going on to employment, further occupational training, or post-secondary education in web development, computer science, or a related field).
- **Timeframe:** The proposer must clearly indicate how many outcomes took place within 3 months of training completion, and how many took place more than 3 months after training completion.
- **Multiple programs:** Information about multiple programs must be provided separately.

Program #1

- Name of program(s)
- Location of program(s)
- Description of program(s), including the targeted training outcome for each participant (e.g. obtain a job in web development or gain access to occupational training)
- Dates of cohort(s) conducted, or for individual training, dates when individuals went through training
- Number of industry partners engaged in program development, if any
- Trainer-to-student ratio
- Cost of program per participant
- Number of individuals who began training
- Number of individuals who completed training
- Outcomes (made within 3 months of training completion)

- Number of individuals who, as a result of the training, went on to further occupational training in a relevant field (e.g. web development)
- Number of individuals who, as a result of the training, went on to relevant full-time employment (e.g. as a web developer, software engineer, or other closely related job)
- Number of individuals who, as a result of the training, went on to post-secondary education programs in computer science or a related degree
- Outcomes (made more than 3 months after training completion)
 - Number of individuals who, as a result of the training, went on to further occupational training in a relevant field (e.g. web development)
 - Number of individuals who, as a result of the training, went on to relevant full-time employment (e.g. as a web developer, software engineer, or other closely related job)
 - Number of individuals who, as a result of the training, went on to post-secondary education programs in computer science or a related degree

Program #2 (if applicable)

- Provide information as listed above

Program #3 (if applicable)

- Provide information as listed above

Organizational Capability

- Start-Up Costs. Proposers should provide the information requested in the tables below to demonstrate that the proposer has sufficient resources, including financial and human resources, to begin the Program by the expected contract start date.
 - Identify the anticipated Personnel Services (PS) costs needed to mobilize and start the contract:

# of People	Startup Task	Name of Employee(s)	Wage/Hr or Salary/Yr	% of Time*	Cost to Contract
	Initial curriculum development				
	Tailoring of curriculum to individuals facing substantial barriers to employment, including foreign-born New Yorkers				
	Tailoring of curriculum to young adults, including development of the Educational Opportunity Module				
	Recruitment of individuals facing substantial barriers to employment, including foreign-born New Yorkers, for participation in Track A				
	Recruitment of young adults for participation in Track B				
	[Other tasks as needed]				
Total Wages					
Fringe @ __%					
Total Startup PS Costs					

**Put 100% if the employee is working solely on this project and will have no conflicting priorities.*

- Identify the anticipated Other Than Personnel Services (OTPS) costs needed to mobilize and start the contract:

Expense	Cost to Contract	Notes (duration, number of items, etc.)
Training materials		
Insurance (Bonding & Liability)		
Other OTPS Costs (identify)		
Total OTPS Costs		
Total Start-up Personnel Costs		
Total Start-up OTPS Costs		
Total Start-up Budget (PS + OTPS)		

- Operating Costs. Proposer's should provide the information requested in the tables below to demonstrate that the proposer has sufficient resources, including financial and human resources, to cover anticipated Program costs between each reimbursement payment. **Note: Reimbursements occur on a 30-60 day period.**
- Identify the anticipated monthly operating personnel costs for the duration of the resulting contract award:

# of People	Job Title	Name of Employee(s)	Wage/Hr Or Salary/Yr	% of Time*	Cost to Contract
Total Wages					
Fringe @ __%					
Total Monthly Operating PS Costs					

**Put 100% if the employee is working solely on this project and will have no conflicting priorities.*

- Identify the anticipated monthly operating OTPS costs for the duration of the resulting contract award:

Expense	Cost to Contract	Notes (duration, number of items, etc.)
Training Materials		
Insurance (Bonding & Liability)		
Other OTPS Costs (identify)		
Total Monthly Operating OTPS Costs		

Total Monthly PS Costs		
Total Monthly OTPS Costs		
Total Monthly Budget (PS + OTPS)		

- List the Proposer’s current projects as well as any future projects or trainings (including the duration of each) that the proposer has committed to during the anticipated term of the resulting contract award. Proposer’s should attach additional pages and supplementary materials, as applicable, in a similar format to one included below)

- Current Training Project #1 if applicable:

○ Start date: _____

○ Finish date: _____

○ Description of training:

- Future Training Project #1(anticipated term to overlap with term of the contract award resulting from this solicitation), if any:

○ Start date: _____

○ Finish date: _____

○ Description of training:

Equipment, Hardware, and Software Needs

Please provide a detailed list of the equipment, hardware and software required to provide services under the contract.

EQUIPMENT/HARDWARE/ SOFTWARE	QUANTITY	DETAILS

ATTACHMENT C

PRICE PROPOSAL FORM

**RFP TITLE: Pre-Training for Tech Careers
PIN: 2016WDC0006**

TOTAL PRICE: \$ _____

TOTAL PRICE IN WORDS:

TOTAL NUMBER OF ENROLLED FOR TRACK A: _____

TOTAL NUMBER OF ENROLLED FOR TRACK B: _____

Printed Name of Proposer

Signature of Authorized Representative

Title

PLEASE COMPLETE ITEMIZED BUDGET ON NEXT PAGE

Please Note: In case of discrepancies between the price in words and the price in figures, the price in words will be considered the price.

ATTACHMENT D

ACKNOWLEDGMENT OF ADDENDA

**RFP TITLE: Pre-Training for Tech Careers
PIN: 2016WDC0006**

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III. All proposers must complete and include this page as part of their proposal package.

Part I. Acknowledgment of Receipt of Addenda

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, 2016

Addendum # 2, Dated _____, 2016

Addendum # 3, Dated _____, 2016

Addendum # 4, Dated _____, 2016

Addendum # 5, Dated _____, 2016

Part II. Acknowledgement of No Receipt of Addenda

_____ No Addendum was received in connection with this RFP

Part III. Proposer's Name and Authorized Representative

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

APPENDIX A – Standard Terms and Conditions

1. Contractor as an Independent Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall not be deemed to be acting as an agent, servant or employee of the Workforce Development Corporation (“WDC”), the New York City WDC of Small Business Services (“SBS”), the City of New York (the “City”), or the New York City Economic Development Corporation (EDC), by virtue of this Agreement, but shall be deemed to be an independent contractor.

2. Indemnification. The Contractor shall defend, indemnify and hold the WDC, SBS, the City, EDC, and the officers and employees of these entities, 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 WDC, SBS, the City, EDC, and the officers and employees of these entities, may be subjected or 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 WDC, SBS, the City, and/or EDC, from being completely indemnified by the Contractor, the WDC, SBS, the City, and/or EDC, shall be partially indemnified by the Contractor to the fullest extent permitted by Law. If applicable, Contractor shall require that each participating organization indemnify and hold harmless the WDC, SBS, the City, EDC, and the officers and employees of these entities, from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages to which the WDC, SBS, the City, EDC, and/or the officers and employees of these entities, may be subject because of any act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws, by the participating organization, its agents, employees or subcontractors in connection with this Agreement.

3. Insurance. Unless otherwise waived by the WDC, Contractor will, and will ensure that any subcontractors, maintain the following insurance during the term of this Agreement:

- (a) Worker’s Compensation and Disability Insurance in statutory amounts on behalf of all employees covered under this Agreement.
- (b) Employer’s Liability Insurance, in the amount of not less than \$1,000,000.00 per accident, providing compensation for bodily injury by accident or disease sustained by any employee of the insured arising out of, and in the course of, his/her participation in training.
- (c) Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate in Contractor’s name and naming WDC, SBS, and EDC, as additional insured there under covering claims for property damage and/or bodily injury, including death.

4. Assignment. 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 WDC. 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.

5. Severability. 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.

6. Modifications/Changes. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom same is asserted. Changes to increase or delete work may be made to this Agreement only as duly authorized in writing by the WDC. All such changes, modifications and amendments will

become a part of the original Agreement. Contractors deviating from the requirements of this Agreement without a duly approved written contract modification or amendment, do so at their own risk.

7. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist, or to bind any of the parties hereto, or to vary any of the terms contained herein.

8. 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.

9. Jurisdiction and Venue. The Parties agree that any and all claims asserted by or against the WDC, SBS, the City, or EDC, 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 WDC, SBS, the City, and/or EDC, for any attorneys' fees incurred in removing the action to a proper court consistent with this Section.

10. Provisions Required by Law. Each and every provision of federal or state or local law, rule, regulation or order required to be inserted in this Agreement is deemed by this reference to be so inserted in its correct form, and upon the application of either party, this Agreement shall be amended by the express insertion of any such provision not so inserted or so inserted incorrectly so as to comply strictly with the law, without prejudice to the rights of either Party.

11. No Release of Liability. The termination of this Agreement shall not release the Contractor or participating organizations, if any, from any liability to WDC arising out of any act or omission of such party in connection with this Agreement.

12. Reductions in Federal, State and/or City Funding. This Agreement may be 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 WDC 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.

13. Suspension or Termination. WDC shall have the right to postpone, delay, suspend or terminate for convenience this Agreement with 30 days written notice to Contractor for any reason in the best interest of WDC as determined by WDC in its sole discretion. Any such postponement, delay, suspension or termination shall not give rise to any cause of action for damages or any other claims or rights against WDC. In the event of termination for convenience by WDC prior to completion of all services and deliverables, if any, in connection with this Agreement, Contractor shall be entitled to receive payment for costs incurred for work completed and/or services provided under this Agreement as of the date of termination, subject to WDC approval and submission of all required reports.

14. Termination for Cause.

A. The WDC 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 WDC;

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 WDC 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 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 Executive Director of the WDC (“Executive Director”), 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 Executive Director 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 Executive Director may declare the Contractor in default pursuant to this Section. Before the Executive Director may exercise his or her right to declare the Contractor in default, the Executive Director shall give the Contractor an opportunity to be heard upon not less than five (5) business days notice. The Executive Director 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 Executive Director may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section.

E. The Executive Director, 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 WDC policy. After such completion, the Executive Director 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 Executive Director, 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 WDC. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Executive Director, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

15. Subcontracts. Contractor may not enter into subcontracts for the performance of any of its obligations under this Agreement without the prior written consent of WDC.

16. No Personal Liability. No member, director, employee, servant, officer, or agent of WDC, SBS, the City or EDC shall have any personal liability in connection with this Agreement or any failure of WDC or the City to perform its obligations hereunder.

17. Time For Claims. No cause of action against the WDC in connection with this Agreement or the Program shall lie or be maintained by Contractor or participating organizations, if any, their successors or assigns, unless such action is commenced within six (6) months after (i) the termination of this Agreement, or (ii) the accrual of the cause of action, whichever is earlier.

18. Compliance with Law. Contractor agrees that it shall provide all services and deliverables, if any, and perform all of its other obligations under this Agreement, in accordance with all applicable federal, New York State and New York City laws, rules and regulations (collectively, "Legal Requirements").

19. Records Retention. The Contractor agrees to retain all books, records, and other documents relevant to this Agreement 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).

20. Audit.

A. WDC, SBS, the Comptroller of the City of New York, the New York City WDC of Investigation, the Inspectors General (or their equivalent) of New York State and the United States WDC of Labor shall have the authority to examine, copy or remove any and all records concerning or related to this Agreement.

B. Contractor shall cooperate and assist with all program and fiscal monitoring, evaluation and close-out activities and audits conducted by WDC or its designees or any other entity authorized or permitted to perform or undertake any of the foregoing.

21. Fiscal Procedures.

- A. Cooperation and Compliance. Contractor hereby agrees to fully cooperate and comply with all applicable rules, regulations, guidelines and policies on all fiscal matters related to this Agreement. This includes, but is not limited to, the submission and maintenance of financial records, reports and invoices, including supporting documentation.
- B. Accounts. Contractor shall maintain records to track and clearly identify the funds obtained from or through the WDC related to this Agreement and all other agreements with the WDC. Upon request, Contractor shall notify the WDC of the name, locations, and account numbers of all bank accounts in which any funds pursuant to this Agreement are maintained, and of any change thereafter within five (5) days of such change.
- C. Procurement Requirements. Contractor shall comply with all WDC procurement requirements, including those pertaining to the purchase of Services (including but not limited to Consulting Services), Goods, Supplies or Equipment, Procurement Records, Extent of Competition Required (including process requirements pertaining to obtaining written estimates and conducting sufficient market research), and Disputes with Suppliers, in the manner prescribed by the WDC, other applicable provisions of Appendix A, and/or the provisions set forth below:
- 1) Extent of Competition Required. If applicable, 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. If Federal or State Laws require procurement methods other than those set forth herein, then Contractor shall also comply with such procurement methods.
 1. Contractor must solicit and document at least three (3) written estimates 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 \$25,000. The monetary threshold applies to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
 2. 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 between \$5,000 and \$25,000, 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 monetary thresholds 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. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
 - 2) Equipment. Unless otherwise directed by the WDC, title to all equipment or other property purchased at a price in excess of \$500 with funds obtained through this Agreement shall be in the name of the WDC. Contractor shall properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such equipment as directed by the WDC, and shall maintain detailed records concerning such dispositions. At the WDC's request, Contractor must execute a UCC-1 to evidence the WDC's interest in equipment purchased at a price in excess of \$5,000 and to enable the WDC to perfect that interest by filing or otherwise.
 - 3) 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 shall make all procurement expenditures in excess of \$1,000 by check or credit card.

- 4) Disputes with Suppliers. Contractor, without recourse to the WDC, 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.

22. Copyrights.

A. Any reports, documents, data, photographs, deliverables, and/or other materials created 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 WDC 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 WDC, 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 WDC. The WDC may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the WDC and set forth in the license.

B. The Contractor acknowledges that the WDC 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.

C. 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 WDC upon execution of this Agreement.

D. 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.

E. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the WDC shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work.

23. Pre-existing Rights. In no case shall Section 22 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.

24. Infringement (Copyright, Trademark, Patent). Contractor shall not make any unauthorized use of copyrighted, trademarked or patented materials. Contractor agrees to defend, indemnify and hold harmless WDC, SBS, the City, EDC, and each officer, member, director, agent, and employee of WDC, SBS, the City, and EDC, against any damage or liability arising out of Contractor’s infringement or unauthorized use of any such material.

25. Dispute Resolution. Except as otherwise provided in this Agreement, any dispute arising under this Agreement that is not resolved by mutual agreement of Contractor and/or participating organization and WDC shall be determined by WDC in its sole discretion. Contractor shall promptly notify WDC in writing of any such dispute and the facts underlying such dispute. The WDC Executive Director or his/her designee shall furnish Contractor with written notice of its decision. Contractor agrees, and shall require the participating organizations, if any, to agree, that any decision by the

WDC Executive Director or his/her designee may only be contested when a proven arbitrary and capricious standard has been applied.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of Contractor and WDC.

27. Marketing. If applicable, Contractor shall be responsible for marketing the program. Contractor shall either use marketing and enrollment materials developed or provided by the WDC, or obtain written approval from the WDC for alternate materials and language including websites, newsletters, emails, letters, informational brochures, and enrollment agreements.

28. Confidentiality and Unauthorized Publicity.

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 WDC. 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.

B. The Contractor shall provide notice to the WDC within three (3) days of the discovery by the Contractor of any breach of security, as defined in § 10-501(b) of the New York City Administrative Code (“Admin. Code”), 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 WDC of such steps. In the event of such breach of security, without limiting any other right of the WDC, the WDC 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 WDC 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 WDC shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the WDC’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 WDC, 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 29.

E. At the request of the WDC, the Contractor shall return to the WDC 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 WDC 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 WDC, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the WDC 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 19.

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

29. 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 WDC 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 Executive Director 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 WDC 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.

APPENDIX B
INVESTIGATION CLAUSE

- A. The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental 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.
- B. 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, the 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 of New York, or
- C. 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
- D. The WDC Executive Director, Commissioner or Agency Head whose agency is a party in interest to the transaction, shall convene a hearing, upon not less than five (5) days written notice to the parties involved, to determine if any penalties shall attach for the failure of a person to testify.
- E. If any non-governmental party to the hearing requests an adjournment, the WDC Executive Director, 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 (G) below without the City incurring any penalty of damages for delay or otherwise.
- F. The penalties which may attach after a final determination by the WDC Executive Director, Commissioner or Agency Head may include but shall not exceed:
 - i. 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
 - ii. 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.
- G. The WDC Executive Director, Commissioner or Agency Head shall consider and address in reaching his/her determination and in assessing an appropriate penalty the factors in subparagraphs (G)(1) and (G)(2) below.

He/She may also consider, if relevant and appropriate, the criteria established in paragraphs (G)(3) and (G)(4) below in addition to any other information which 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 (g) 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 (d) 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.

H. Definitions:

1. The term "*license*" or "*permit*" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 2. The term "*person*" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as partner, director, officer, principal or employee.
 3. The term "*entity*" as used herein 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 herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.
- I. In addition to and notwithstanding any other provision of this Agreement, the WDC Executive Director, Commissioner or Agency Head may in his/her sole discretion terminate this Agreement upon not less than three (3) days written notice in the event the non-City party or parties to this Agreement fail(s) to promptly report, in writing, to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of said non-City party or parties for any purpose which may be related to the procurement or obtaining of this Agreement by the non-City party or parties, or affecting the performance of this Agreement.

**WORKFORCE DEVELOPMENT CORPORATION (“WDC”)
REQUEST FOR PROPOSALS
RFP TITLE: Preparation for Tech Training and Careers
PIN: 2016WDC0006**

**ADDENDUM No. 1
Release Date: September 14, 2016**

This addendum includes the following information:

Section 1: Clarification to the RFP

Section 2: Answers to Questions submitted in writing to the WDC

Attachment D: Acknowledgement of Addenda

Section 1: Clarification to the RFP

Minimum Qualification Requirements: NOTE: The Minimum Qualification Requirements are hereby deleted and moved to the first two bullets of the Preferred Qualifications section. There are no Minimum Qualification Requirements for this RFP.

The Preferred Qualifications are now as follows:

Preferred Qualifications

WDC prefers for the Proposer to possess the following non-exclusive list of qualifications and/or skills:

- Within the past five (5) years, proposer/proposed Subcontractor has developed at least one complete training curriculum in technology.
 - Within the past two (2) years, proposer/proposed subcontractor has conducted and completed training in computer programming to prepare at least 20 individuals for software, web, or mobile development training, careers in these fields, or post-secondary education in computer science. Relevant experience may have been in person or remote, and instruction may have been delivered to a cohort of students or to individual students.
 - Demonstrated experience conducting and completing training in New York City.
 - Demonstrated experience working with individuals who face substantial cultural barriers to employment, including foreign-born New Yorkers and/or young adults;
 - Demonstrated experience in assessing individuals for and connecting them to appropriate occupational training;
 - Demonstrated experience working to prepare young adults for and help them connect to higher education, with a focus on preparation for majors in computer science or related majors;
 - Demonstrated experience and success training individuals who are traditionally underrepresented in the technology sector and/or who have other barriers to training and employment; and
 - Demonstrated experience building industry relationships, capturing employer feedback, and developing trainings that are responsive to industry need.
-

Section 2: Answers to Questions submitted in writing to the WDC

1. For the \$74,000 kept aside for supportive services: If some of this budgeted amount is left unused, can we use this for rental reimbursement?

Answer: *It is anticipated that both pre-training tracks will take place on-site at a Workforce1 Career Center; therefore, the WDC does not anticipate that the vendor would incur any major rental costs.*

That said being said, Proposers may not propose to use any of the \$74,000 that is being set aside for provision of WDC-defined supportive services for any purpose, but proposers may propose budgets that exceed the remaining \$336,000 (and therefore exceeding \$410,000 total) if you believe this is necessary. \$410,000 is the amount anticipated by the WDC to cover the costs of services procured through this solicitation. Proposers wishing to propose a budget over \$410,000 should provide a detailed explanation and cost-breakdown showing why you believe the increased budget is necessary.

2. We want to clarify that the curriculum will be developed only after the contract has been awarded.

Answer: *Yes, it is expected that the final Curriculum will be developed only after the contract has been awarded. However, the selected contractor will be able to use pre-existing materials in its development of the Curriculum.*

3. Assuming we are awarded the contract, the curriculum that we develop is likely to contain parts of [pre-existing curricula] e.g. reading materials, questions, coding challenges etc. These parts should not be the exclusive property of WDC. Please clarify this situation.

Answer: *Pursuant to Section III, Part D (“Licenses”) of the RFP (pages 7-8), and as specified in the Paragraph 22 of the Standard Terms and Conditions in Appendix A (page 28), to the extent that the materials are not Work Product, as defined in that section, any materials created by the successful proposer or Contractor prior to entering into the agreement with the WDC are not covered by the WDC’s ownership rights.*

Note, however, that the winning proposer will be required to provide the WDC an irrevocable, world-wide, royalty-free, non-exclusive, sub-licensable, license to reproduce, translate, publish, use, make derivative works, distribute and dispose of, for governmental purposes, any pre-existing reports, documents, data, photographs, deliverables, and/or other pre-existing materials delivered under any contract that is entered into as a result of this solicitation. Any licenses provided will not cover pre-existing software.

4. Insurance - please clarify what is meant by “Bonding”?

Answer: *“Bonding” is the process by which a business obtains a surety bond issued by an insurance company or a bank to guarantee their satisfactory completion of a project. Bonding is not required for this project.*

5. On names of employees - this is a hypothetical question but we need some clarity on this. What if we put names of employees who end up leaving or we end up terminating their employment before the project starts and they are substituted by others in their place?

Answer: *The WDC understands staff turnover may occur after a proposal has been submitted but before the project starts. If this happened, the WDC would expect for the vendor to replace any exiting staff with new staff who are able to perform the work as proposed and/or agreed to by the vendor and the WDC.*

Please note that if the WDC reasonably determines (in its own discretion) that the staff changes may prevent a proposer/selected contractor from effectively delivering services, the WDC may decline to enter into a contract for services or, if a contract has already been executed, terminate the contract pursuant to its terms.

That said, as previously stated, the WDC understands that staff turnover may occur and may, at its discretion and in the best interests of the Program, work with any selected vendor to continue the work as proposed and/or contracted as long as the vendor is still able to perform the work as proposed and/or agreed to by the vendor and the WDC.

6. Is the contract amount fixed at \$410,000 or is the actual dollar amount determined based on the cost that a particular vendor proposes in the RFP?

Answer: \$410,000 is the amount *anticipated* by the WDC to cover the costs of services procured through this solicitation. Proposers wishing to propose a budget over \$410,000 should provide a detailed explanation and cost-breakdown showing why you believe the increased budget is necessary.

7. Would the WDC be open to a fully online training program?

Answer: The RFP requires that training be delivered as cohort-based, in-person training. The RFP does not contemplate a “fully online” training program. As a result, proposers should not submit proposals consisting of “fully online” (remote or virtual) training.

8. Can you clarify the target age range for both tracks of training? I see young adults defined as 18-21. Is there a chance trainees will be under 18?

Answer: All individuals served by this Program will be 18 years of age or older. Participants in Track B will be between the ages of 18 and 21 at the time of their enrollment in the Program.

9. Will more than one contractor be awarded? If so, how many?

Answer: It is expected that there will be one contract awarded as a result of this RFP.

10. Are joint proposals and/or subcontractors permitted?

Answer: Yes. Joint proposals are acceptable in two forms: 1) a Prime Contractor with subcontractor(s); or 2) a joint venture doing business under its own name. Should a group of organizations wish to take either route, they **MUST** specify which contractors (prime and sub-contractors) will be responsible for delivering on which part of the contract.

11. Will a response and/or selection to the prior Tech Training RFP have any influence on selection for RFP 2016WD0006?

Answer: Interested organizations may respond to as many WDC solicitations as they would like; organizations are not “penalized” for submission of proposals in response to multiple RFPs, and the WDC encourages organizations to submit proposals for all RFPs for which they would like to compete and are capable of performing. All proposals will be evaluated in accordance with the evaluation criteria set forth in the RFP (page 12 of the RFP).

12. Does "foreign born" New Yorkers include those without Green card?

Answer: “Foreign-born” is defined to include any individual born outside of the United States of America. Note that all Program participants must be able to meet certain eligibility requirements, including being authorized to work in the United States.

ATTACHMENT D

ACKNOWLEDGMENT OF ADDENDA

RFP TITLE: Preparation for Tech Training and Careers

PIN: 2016WDC0006

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III. All proposers must complete and include this page as part of their proposal package.

Part I. Acknowledgment of Receipt of Addenda

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated _____, 2016

Addendum # 2, Dated _____, 2016

Addendum # 3, Dated _____, 2016

Addendum # 4, Dated _____, 2016

Addendum # 5, Dated _____, 2016

Part II. Acknowledgement of No Receipt of Addenda

_____ No Addendum was received in connection with this RFP

Part III. Proposer's Name and Authorized Representative

Proposer's Name: _____

Proposer's Authorized Representative:

Name: _____

Title: _____

Signature: _____

Date: _____