

# **Request for Proposals: Co-Designing and Delivering Inclusive Employment Programs with and for People with Disabilities**

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

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## Section I – Timetable & Definitions

### A. Release Date of this RFP: March 10<sup>th</sup>, 2025

### B. Questions Due By: March 28<sup>th</sup>, 2025

All questions should be submitted via email to Chenelle Dennis [CDennis@sbs.nyc.gov](mailto:CDennis@sbs.nyc.gov) and [WDCFiscal@sbs.nyc.gov](mailto:WDCFiscal@sbs.nyc.gov).

### C. Proposal Due Date: April 24<sup>th</sup>, 2025

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.

Responses should be submitted electronically by email, in either Adobe PDF or Microsoft Word to Chenelle Dennis at [CDennis@sbs.nyc.gov](mailto:CDennis@sbs.nyc.gov), with a copy to [WDCFiscal@sbs.nyc.gov](mailto:WDCFiscal@sbs.nyc.gov).

**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.

### D. Anticipated Contract Start Date: July 1<sup>st</sup>, 2025

### E. Definitions

- a. **Advisory Community Members:** A group of individuals that will contribute to the co-design process in a less frequent/lower intensity way through focus groups, interviews and/or surveys. The Advisory Community shall include residents who represent the general population of people with disabilities and/or employers to ensure the programs created under this RFP are inclusive, relevant, and meets the needs of the Target Population (defined below).
- b. **Advisory Employers:** Representatives from any business or non-profit organization operating in New York City who are actively working to hire, retain, and better understand how to engage with employees with disabilities can serve as Advisory Employers. They will contribute to the co-design process in a less frequent or lower-intensity capacity through participation in focus groups, interviews, and/or surveys.

- c. **Advisory Staff Members:** Staff members representing selected vendor's organizations who contribute in a less frequent/lower intensity way through focus groups, interviews, and surveys.
- d. **Advisory Members:** Includes the Advisory Community Members, Advisory Employers, and Advisory Staff Members as defined above.
- e. **Co-Design:** A participatory approach to designing solutions, in which community members are treated as equal collaborators in the design process.
- f. **Co-Designers:** Includes the Community Co-Designers, Employer Co-Designers, and Staff Co-Designers as defined below.
- g. **Community Co-Designers:** New York residents aged 18 or older, from the Target Population. Community Co-Designers must be authorized to work in the United States and either feel ready to accept employment or engage in employment training for 20 or more hours per week or already be active in the labor force. Community Co-Designers will voluntarily self-identify as persons with disabilities.
- h. **Cohort:** A group of Co-Designers who engage collaboratively over a multi-month period. Together, they identify challenges, develop solutions, and refine ideas to ensure the resulting programs are informed by the needs, experiences, and insights of all participants.
- i. **Disability:** Any physical, medical, mental, or psychological impairment, or a history or record of such impairment, and includes a full range of sensory, mental, physical, mobility, developmental, learning, and psychological disabilities – whether they are visible and apparent or not, as defined by the NYC Commission on Human Rights Legal Enforcement Guidance on Discrimination on the Basis of Disability.
- j. **Employer Co-Designers:** Representatives from for-profit or non-profit organizations that operate in New York and are actively working to hire, retain and better understand how to engage with employees with disabilities. Employer Co-Designers will be deeply involved in the program co-design process, engaging consistently from start to finish of the multi-month co-design process.
- k. **Marginalized Communities:** Groups of people who face systemic barriers, discrimination, or exclusion from full participation in social, economic, educational, and cultural opportunities due to structural inequalities and power imbalances. These communities often experience limited access to resources, representation, and decision-making processes. Examples include, but are not limited to, individuals and groups marginalized due to race, ethnicity, gender identity, sexual orientation, age, disability, socioeconomic status, language, religion, immigration status, or geographic location. Marginalization can be



intersectional, with individuals experiencing multiple layers of exclusion based on overlapping identities.

- l. **Staff Co-Designers:** Members of the provider's front-line and management staff with decision-making authority, selected by each provider to participate for the entire duration of the program co-design process.
- m. **Wraparound Support Services:** A support system or set of services designed to address the holistic needs of an individual in multiple domains of life. Such services may include but are not limited to, public transportation assistance, food assistance, child-care support, benefits and financial counseling, and healthcare referrals.

## **Section II – Summary of the Request for Proposals**

### **Organizational Backgrounds**

The Mayor’s Office for Economic Opportunity (“NYC Opportunity”), the New York City Department of Small Business Services (“SBS”), the Mayor’s Office of Talent and Workforce Development (“NYC Talent”), the [Center for Workplace Accessibility and Inclusion](#) (the “CWA”), the Mayor’s Office for People with Disabilities (“MOPD”) and the Workforce Development Corporation (“WDC” collectively the “Organizations” or “we”) are issuing a Request For Proposals (RFP) to co-design and implement new workforce development programs for New Yorkers with disabilities, including a program intended to provide technical assistance to employers.

#### **About the Workforce Development Corporation**

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

#### **About the Mayor’s Office for Economic Opportunity**

NYC Opportunity uses evidence and innovation to reduce poverty and increase equity throughout New York City. It advances research, data, and design in the City’s program and policy development, service delivery, and budget decisions. NYC Opportunity manages a portfolio of initiatives it has developed with partners and oversees directly, as well as a set of services that it offers to agencies to support evidence-based policymaking. Its work includes analyzing existing anti-poverty approaches, developing new interventions, facilitating the sharing of data across City agencies, and rigorously assessing the impact of key initiatives.

#### **About the NYC Department of Small Business Services**

SBS helps unlock economic potential and create economic security for all New Yorkers by connecting New Yorkers to good jobs, creating stronger businesses, and building thriving neighborhoods across the five boroughs.

#### **About the Mayor’s Office of Talent and Workforce Development**

NYC Talent is responsible for the City’s talent and workforce development system that benefits city residents, employers, and the economy. Although NYC Talent does not issue contracts directly, it partners closely with City agencies and entities that do. NYC

Talent seeks new and effective ways to scale and sustain productive public/private partnerships; to develop and match talent to promising careers; to align its education, career preparation and skills training programs across City government; and to coordinate program and fiscal data across stakeholders to provide a comprehensive view of the talent system with the goal of making progress towards the citywide employment objectives laid out in [Executive Order #22](#).

## **About the Center for Workplace Accessibility and Inclusion**

CWAI is housed at NYC Talent and addresses the structural barriers to employment facing people with disabilities. CWAI operates through public/private partnerships to align public and private funding, identify and scale best practices, co-design new workforce services with people with disabilities, and advance a shared agenda for policy change.

## **About the Mayor's Office for People with Disabilities**

For half a century, the Mayor's Office for People with Disabilities ("MOPD") has been the liaison between New York City government and the disability community. In partnership with City offices and agencies, MOPD ensures City initiatives, programs and policies address the needs and interests of people with disabilities. The office regularly engages in advocacy and policymaking at the local, state, national, and international levels to make certain accessibility and full inclusion are key priorities for all public and private stakeholders alike.

## **Context and Purpose of this Project**

On July 26<sup>th</sup>, 2023, the anniversary of the Americans with Disabilities Act (ADA), Mayor Adams announced a comprehensive new set of initiatives to address the employment needs of people with disabilities. This plan supports career advancement and seeks to expand access to internships, training seminars, jobs, future careers, and financial counseling for people with disabilities. The initiative described in this RFP is a key component of that plan, bringing new investment of City funds, with the potential for additional private and public funds over time.

In New York City in 2022, working-age adults with disabilities experienced an employment rate of only 41%, compared to the 81% employment rate of those without disabilities. Among New Yorkers with disabilities, racial disparities further increase inequality. In 2022 white New Yorkers with disabilities had an employment rate of 52% while Black New Yorkers with disabilities had an employment rate of just 31%.<sup>1</sup> This

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<sup>1</sup> Vasilyev, Andre, and Nicholas Astor. "Spotlight: Disability and Employment in New York City," Comptroller.Nyc.Gov, New York City Comptroller Brad Lander, 9 July 2024, [comptroller.nyc.gov/reports/spotlight-disability-and-employment-in-new-york-city/](https://comptroller.nyc.gov/reports/spotlight-disability-and-employment-in-new-york-city/)

disparity has significant implications for the economic stability of people with disabilities; in 2020, 29% of New Yorkers with disabilities lived under the poverty line (compared to 17.2% citywide).<sup>2</sup>

Over the past year, NYC Opportunity, NYC Talent, and MOPD conducted research exploring evidence-based program models in workforce development for people with disabilities. While some promising models do exist, the relative scarcity of existing literature on the subject highlighted the need for new, innovative methods for serving those with disabilities. Similarly, the research indicated that New York City employers need targeted support to enhance their effectiveness in recruiting, hiring, retaining, and advancing people with disabilities. This initiative therefore seeks to create and deliver comprehensive programs that both prepare and support individuals with disabilities for employment and equip employers to foster inclusive and accommodating workplaces (**“Project”**).

This Project also grows out of the efforts to deepen the City’s development of human services designed with—and by—the people who use them. By integrating the experiences and insights of both employers and job seekers with disabilities into the design of new program models, we hope to replace more traditional, prescriptive policy-making approaches with one that positions New Yorkers with disabilities as the experts on their own needs.

## Project Overview

This RFP seeks to take a co-design approach to developing and then implementing services that are specifically designed to: 1) empower individuals with disabilities to enter and succeed in the labor market; and 2) equip employers with the tools and strategies necessary to enhance the inclusivity and accessibility of their workplaces.

For this Project we define “co-design” as a “participatory approach to designing solutions, in which community members are treated as equal collaborators in the design process.” This means that a program’s target population not only provides feedback on program design, but also carries out the necessary research, analysis, and design themselves, with decision-making power over the resulting program model. For this RFP, the target population will be individuals with disabilities seeking new or better employment opportunities (**“Target Population”**).

The purpose of this Project is to do the following:

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<sup>2</sup> Population Division – New York City Department of City Planning calculation based on data from the 2015-2019 American Community Survey, [nyc.gov/assets/mopd/downloads/excel/NYC-disability-statistics-2015-to-2019.xlsx](https://nyc.gov/assets/mopd/downloads/excel/NYC-disability-statistics-2015-to-2019.xlsx)

1. To support the Target Population in finding and keeping quality employment, with “quality” defined in partnership with the Co-Designers
2. To build evidence for what works for employment programs for the Target Population
3. To demonstrate how co-design with community members can be supported via City Tax Levy dollars and built into City government program design

Through this RFP, we aim to accomplish these overall goals by awarding contracts across three (3) types of service focus areas. Providers may apply for one, two, or all three tracks, allowing flexibility to address multiple areas of need.

The corresponding tracks are as follows:

1. **Service Design:** Contract for a service design provider to facilitate the co-design process in collaboration with the Co-Designers as well as the Program Providers (defined below) in the Project design process (“**Service Design Provider**”). The Service Design Provider will support the Program Providers to ensure that the resulting programs created by the Program Providers meet the needs of the Target Population.
  - a. **Expected number of Service Design Provider contracts:** One (1)
2. **Workforce Innovation:** Contracts for employment services providers to develop and implement a new workforce program aimed at helping the Target Population secure employment, or enhance an existing workforce program to more effectively serve the Target Population (“**Workforce Program Providers**”):
  - a. These workforce programs must be designed to result in measurable employment outcomes for the Target Population.
  - b. The workforce programs may be a new program or an enhancement to an existing program.
  - c. This workforce program design process can be delivered by a single provider, or by a partnership between two or more providers that collectively have experience working with the Target Population and helping unemployed groups enter and advance in the labor market.
  - d. **Expected number of Workforce Program Provider contracts:** Three (3)
3. **Employer Collaboration:** Contract for a provider that will engage with the Target Population as well as selected employers and their staff to co-design an employer-facing technical assistance program designed to create an inclusive recruitment process for the Target Population (“**Employer Collaboration Provider**”). This employer-facing technical assistance program will be shared with employers, with the goal of enhancing their practices in hiring, onboarding, retaining, and advancing employees with disabilities.

a. **Expected number of Employer Collaboration Provider contracts:** One (1)

Proposers may submit RFP proposals for more than one track, including the option to submit for all tracks. If responding to multiple tracks, proposers must submit a separate proposal for each track.

Collaborative proposals are also encouraged if partnering organizations together meet the required qualifications, as this approach may offer a more comprehensive solution. For a collaborative proposal, proposers should identify one (1) organization as the lead organization with which the other organization(s) will sub-contract. The lead organization must be an active and participating entity throughout the term of the contract.

Proposers may also respond as a joint venture. For example, vendors that do not meet the requirements by themselves on this RFP may form a joint venture with other companies that, when combined with their own experience, sufficiently meet the standards laid out in this RFP. Proposers are encouraged to have a joint venture set up prior to submitting their proposal to this RFP. Proposers responding as a joint venture must identify one organization which will serve as the lead point of contact for the WDC responsible for ensuring the implementation of all work under this RFP in the Organizational Chart section of their application.

This RFP aims to select providers who will create impactful programs specifically designed to help the Target Population enter and succeed in the labor market and support employers in improving the inclusivity and accessibility of their workplaces. This Project will start with a pre-planning and preparation phase of up to three (3) months ("**Preparation Phase**"), followed by a co-design phase of up to six (6) months during which the Workforce Program Providers and Employer Collaboration Provider (together, the "**Program Providers**") participate in a process facilitated by the Service Design Provider to co-design these programs in collaboration with the Co-Designers ("**Co-Design Phase**").

After this Co-Design Phase, the Program Providers will submit their resulting co-designed program proposals to the WDC. Upon approval from the WDC, the Program Providers will receive funding to implement their respective programs for three (3) years ("**Implementation Phase**").

## **Summary of Initiative Phases**

### **1. Preparation Phase (Up to 12 Weeks)**

- a. The Service Design Provider will meet with the Workforce Program Providers and Employer Collaboration Provider separately to gain a better understanding of each other's work and to plan the logistics of the Co-Design Phase.

b. Program Providers:

- i. The Workforce Program Providers will recruit a Cohort of Community Co-Designers and Staff Co-Designers.
- ii. The Employer Collaboration Provider will recruit a Cohort of Community Co-Designers, Staff Co-Designers, and Employer Co-Designers.
- iii. The Program Providers will collaborate with their respective Cohort to address accessibility needs, provide necessary participation supports (ex. access to financial and benefits counseling, transportation support, referrals to social services, etc.), and ensure fair compensation for Co-Designer involvement.

c. Service Design Provider:

- i. The Service Design Provider will compile existing literature reviews, landscape reviews, and evidence on best practices in workforce programs for the Cohorts to learn from.
- ii. The Service Design Provider will offer onboarding trainings for their Cohorts covering service design strategies, co-design process, relevant labor market information and best practices/evidence in workforce development generally and specifically for the Target Population.

**2. Co-Design Phase (6 Months)**

- a. Program Providers will serve as the hosts for regular meetings facilitated by the Service Design Provider in which Cohorts go through a rigorous process to develop their respective programs. Cohort activities during this phase may include, but are not limited to:
- i. Learning from the Workforce Program Providers about the design and implementation of their pre-existing programs, including successes, challenges, and lessons learned.
  - ii. Reviewing evidence and best practices on effective components of workforce programs for the Target Population, landscape analyses of existing programs, and data about the current labor market.
  - iii. Collecting and sharing insights about employer's workplace challenges, skill gaps, and hiring barriers.
  - iv. Articulating the challenges employers face in recruitment, retention, and inclusion.
  - v. Conducting interviews, surveys, and/or focus groups with the Target Population and employers.
  - vi. Synthesizing findings from the activities described above, along with knowledge from their own lived experience, to understand key criteria for quality workforce programs.

- b. With support from the Service Design Provider, each Cohort will produce one or more robust program designs which will be submitted to the WDC for approval.
- c. The Service Design Provider will ensure Co-Designer feedback is collected and used to inform programming.

### 3. Implementation Phase (Expected At Least 3 Years)

- a. Upon City approval of their Cohorts' designs, the Program Providers will receive funding to implement these programs.
- b. For the first year of implementation, the Service Design Provider will help newly co-designed programs to continue to use elements of co-design to iterate upon the program model, using tools and planned processes to engage the Target Population and collect their feedback.
- c. In addition to rigorous performance measurement and continuous improvement, the programs are expected to undergo evaluation by an external vendor to help build an evidence base for the types of programs that are effective in meeting the workforce needs of the Target Population. During and after the implementation phase, all providers under this RFP are expected to participate in any evaluations of the overall Project by NYC Opportunity and its designated external evaluation vendors.

## Anticipated Contract Term

It is anticipated that the term of the *Service Design* contract awarded from this RFP will be up to two (2) years with the option for renewal or extension at WDC's sole discretion. The term of the Service Designer Provider contract shall not exceed a total of five (5) years, inclusive of any renewals or extensions, commencing upon Contractor's receipt of a written notice to proceed from the WDC.

It is anticipated that the term of the *Workforce Innovation and Employer Collaboration* contracts awarded from this RFP will be up to four (4) years with the option for renewal or extension at the WDC's sole discretion. These terms shall not exceed five (5) years, inclusive of any renewals or extensions, commencing upon Contractor's receipt of a written notice to proceed from the WDC.

The WDC, in its sole discretion, reserves the right to determine the length of the initial contract and any subsequent extension or renewal, if any.

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

## Sources and Amount of Anticipated Available Funding



It is anticipated that the total available funding awarded from this RFP will be up to **\$6,425,000** over a four-year period, primarily consisting of City Tax Levy dollars, which is intended to cover funding for one (1) year of program co-design and three (3) years of implementation. Over time we hope to identify additional public and private funding to support this Project. The 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.

The chart below details the approximate ranges of funding available for each provider based on track and phase of the Project:

<b>Item</b>	<b>Year 1: Prep and Co-Design Phases</b>	<b>Year 2: Implementation Phase</b>	<b>Year 3: Implementation Phase</b>	<b>Year 4: Implementation Phase</b>
Service Design (Track 1)	\$575,000	\$100,000	\$0	\$0
Workforce Innovation (Track 2)	\$825,000	\$1,275,000	\$1,275,000	\$1,275,000
Employer Collaboration (Track 3)	\$200,000	\$300,000	\$300,000	\$300,000

After the Co-Design Phase, Program Providers will submit program implementation proposals, including line-item budgets, to the WDC. The WDC will allocate funding for the proposed programs based on factors including but not limited to: whether they are original programs or enhancements to existing ones, whether proposed program outcomes align with both the stated goals of this Project, the likelihood of the programs model achieving the goals and targets set by the Cohorts that designed them, feasibility of achieving expected results, the quantity of positive outcomes the program aims to achieve, the level of need of the programs' target population, the depth of the proposed interventions and levels of expected job placement and wage outcomes, a reasonable cost per outcome, and a comparison of existing service providers' capacity, staffing, and resources, to the level necessary to implement the proposed programs. These determinations will prioritize maintaining as much fidelity as possible to the co-designed models while ensuring that funding is able to cover robust pilots for each Cohort's proposal.

Throughout the Co-Design Phase, Cohorts should work to ensure they design programs that could be partly or fully eligible for additional funding sources including federal Workforce Innovation and Opportunity Act (WIOA) funds, NYS Vocational Rehabilitation Services, and other funding sources (including private funders) to support long-term sustainability. In order to facilitate the application for such additional future funding, selected vendors will be required to comply with the WIOA riders in Appendix B.

## Anticipated Payment Structure

It is anticipated that the payment structure of the contract awarded from this RFP will be (1) milestone-based payments tied to outcomes for the Preparation and Co-Design phases and (2) line-item reimbursement for the Implementation phase. 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 for expenses outside the scope of this RFP. WDC will endeavor to accommodate reasonable requests for payment structures that incorporate work performed and the selected providers allocation, dedication, and expenditure of resources. Work performed by the providers beyond the scope of this RFP and the resulting contract award, will not be compensated without WDC's prior approval.

## Work Product Licenses

Any and all materials created under any contract that is entered into as a result of this RFP (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 providers 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 providers shall irrevocably transfer, assign and convey an exclusive copyright ownership in and to the Work Product to WDC, free and clear of any liens, claims or other encumbrances. The providers shall retain no copyright or other intellectual property interest in the Work Product.

Winning proposer(s) may request, in writing to WDC, a revocable, world-wide, royalty-free, non-exclusive, and non-sub-licensable license to reproduce, translate, publish, use, make derivative works, distribute and dispose of, for non-commercial and internal purposes of, in whole, in part or in modified form, the Work Product. For the avoidance of doubt, internal purposes may include using the Work Product to train other entities and the public. WDC reserves the sole discretion to approve or reject the request and to limit the license in any way.

**Note:** Work Product, as defined in this RFP, **DOES NOT** include any pre-existing materials created by the successful proposer **prior to** entering into an agreement with the WDC under this RFP. Note, however, that the winning proposers 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 RFP.

Proposers are strongly encouraged to propose on this RFP; thus, proposers should submit any questions related to intellectual property by the Q&A deadline set forth in Section I and/or disclose any intellectual property concerns in their proposal.

## **Section III – Track 1: Service Design**

The Service Design Provider will act as the central facilitator of the co-design process, lead documentation of the initiative, and support the Program Providers in effectively and equitably co-creating comprehensive program models. The Service Design Provider will then ensure that the programs developed are ready for implementation and meet the needs of the target populations. One Service Design Provider will be selected via this RFP.

### **Scope of Services**

#### **Development and Implementation of Co-Design Framework and Process Facilitation Plan**

The Service Design Provider is expected to facilitate a unique co-design process for the Program Providers (four (4) providers in total).

The Service Design Provider will act as the facilitator of the co-design process, leading the Cohorts through a series of brainstorming sessions, research activities, workshops, and more to develop comprehensive, co-created program models. A central part of their role will be to support the equitable co-leadership of community members with disabilities, providers of workforce development services and employers to ensure fidelity to the power-sharing values of co-design.

Co-Designers are not expected to enter the co-design process with any specific skills or knowledge outside of their lived and/or professional experience. Therefore, it is key that the co-design process plan include trainings for Cohort members covering service design strategies, co-design process, relevant labor market information and best practices in workforce development.

We expect a similar co-design framework and set of activities will be used with each Cohort and that it may even be beneficial to hold some initiative-wide gatherings and workshops with all Cohorts. However, we expect that other co-design activities will need to be tailored to each of the Program Providers Cohorts, considering factors like individual service providers' target population subset (for example people with a specific disability), existing offerings, focus areas, and capacity.

For example, Cohorts should learn about their service Program Providers' current workforce and disability-focused programs to both gather any lessons learned from existing programming and to determine what gaps exist, and whether these gaps may be best filled by entirely new programs or co-designed improvements to existing programs.

It is therefore key that the Service Design Provider establish strong working partnerships with each Program Provider to learn about their current operations and develop a shared plan for the co-design process.

We expect a mix of service provision between virtual and in-person, including some on-site services at each provider location. When developing their co-design process facilitation plan, the Service Design Provider will need to consider:

1. **Flexibility:** Co-Designers' ability to participate may fluctuate throughout the co-design process due to disability-related needs or life circumstances. To ensure inclusivity and accessibility, it is essential that the Service Design Provider incorporate flexibility for Cohort members. This includes accommodating varying levels of time commitment, adaptable deadlines and timelines, options for synchronous or asynchronous participation, and the choice between in-person and virtual gatherings. To account for these varying needs, the co-design process includes two participation categories: **Co-Designers**, who engage more intensively, and **Advisory Co-Designers**, who contribute in a less frequent or lower-intensity capacity (see definitions). This structure ensures that everyone can participate in a way that works best for them.
2. **Different Learning Styles:** Regardless of disability, individuals process information and share their thoughts differently. It's therefore key to present information in a variety of accessible ways and create a variety of ways for Co-Designers to provide input and feedback.
3. **Cultural Competency and Trauma-Informed Practices:** To support effective collaboration, the Service Design Provider should offer training in cultural competency, disability etiquette, and trauma sensitivity. Additionally, they should use inclusive and trauma-informed facilitation practices to create supportive and respectful spaces for all Co-Designers.

## **Development of Performance Measurement and Continuous Quality Improvement Plan During Implementation Phase**

The Service Design Provider will continue to receive funding for the first year of the Implementation Phase. During this phase they will support the Program Providers in establishing client feedback practices, continuing the utilization of co-design practices to iterate on their program designs, and refining their program performance measurement metrics and data collection process and tools. Co-Designer feedback practices are expected to be incorporated into the on-going continuous quality improvement of the program. This could include practices such as regular surveys, focus groups, or participant advisory council meetings.

## Facilitation of Learning Community

During the Implementation Phase the Service Design Provider will also facilitate a learning community for Program Providers' staff in implementing the co-designed programs. This learning community will serve as a space for Program Providers' staff to share lessons learned, troubleshoot programmatic challenges, and continue building their inclusive and participatory practices.

## Documentation of Initiative

The Service Design Provider will lead in the documentation of both the Co-Design and early Implementation Phases of the Project. This documentation may include but is not limited to case notes and data sharing with WDC, plan and tools used in the co-design process, reflections on and storytelling around the co-design process, detailed descriptions of program designs resulting from the co-design process, the collection and synthesis of Co-Designer experiences and feedback, and storytelling around the implementation of programs. Because we are interested in creating replicable processes to increase the use of co-design in government, this type of documentation and storytelling is intended to help us capture lessons learned and have materials to share with other agencies that might be interesting in using this process in other issue areas and program types.

## Deliverables

1. **Co-Design Process Framework and Facilitation Plan:** The Service Design Provider will be expected to develop detailed co-design process framework and facilitation plan for the Cohorts along with any necessary tools and materials; (estimated due date: end of first month from project start date).
2. **Conducting Co-Design Process:** Carrying out all activities in the co-design framework and facilitation plan with all Cohorts, delivering group and individually tailored design services; (estimated due date: continuous effort during the co-design process in months three to nine from the project start date).
3. **Written, Co-Designed Program Blueprint(s):** The Service Design Provider will be responsible for the final compiling of each Cohorts' program designs into a detailed written description of the program model. This deliverable is different from the "Co-Designed Program Implementation Proposal(s)" required from the Program Providers in that it is meant to be a thorough description of the program design meant to be shared publicly so that other organizations and government entities might understand and replicate the model; (estimated due date: end of ninth month from project start date).

4. **Co-Design Process Documentation and Storytelling:** The Service Design Provider will be expected to develop materials (written reports, presentations, blogposts, etc.) narrating the co-design process and reflecting on lessons learned; (estimated due date: this effort will be ongoing throughout months three to nine of the co-design process, with an additional two months dedicated to retrospective material development and a retrospective reflection).
5. **Learning Community Facilitation Plan and Implementation:** The Service Design Provider will be expected to submit a service provider learning community facilitation plan along with any necessary materials; (estimated due date: end of third month from project start date).
6. **Program Implementation Documentation and Storytelling:** The Service Design Provider will be expected to develop materials (written reports, presentations, blogposts, etc.) narrating the program implementation and reflecting on lessons learned; (estimated due date: this effort will be ongoing during the first year of implementation spanning approximately the tenth month from the project start date through to two years from the project start date).
7. **Regular Reporting:** The Service Design Provider will be expected to submit regular updates to the WDC on their work; (estimated due date: monthly, or as requested by WDC, throughout the entire co-design phase and first year of the implementation phase).
8. **Initiative Phase Closeout Report(s):** At the end of each phase of contracted work the Service Design Provider will be expected to write up an initiative closeout report with reflections on the Project for the WDC; (estimated due date: within three months after the end of the co-design phase and within three months after the end of the first year of the implementation phase).

**Note:** All deliverables are expected to be written and/or presented in accessible formats.

**Note:** Subject to the requirements of Section II - Work Product Licenses, all documentation and storytelling must be approved by the WDC before being shared publicly.

## Minimum Qualification Requirements

We are looking for service design providers with demonstrated experience working in communities in New York City, or a similarly situated city, including organizations such as for-profit companies, nonprofit organizations, independent consultants, or other

eligible entities that offer relevant expertise and services with the capacity to deliver the scope of work described above.

Below are the minimum qualification requirements for this track. Proposals that fail to meet any of these requirements may be found non-responsive and rejected.

1. The proposer has operated for at least three (3) years.
2. The proposer has at least three (3) years of experience with facilitating service co-design with marginalized communities.
3. The proposer has at least three (3) years of providing technical assistance around human service program design and implementation.
4. The proposer has the organizational, technical, managerial and financial capacity to manage and track government funding and contracts, report on performance, and protect data privacy.

## **Preferred Qualifications**

1. At least one (1) year of demonstrated experience in any capacity—whether through professional roles, volunteer work, or personal lived experience—engaging with the Target Population.
2. Experience working on the design of successful workforce development strategies and initiatives. This experience can be held by the organization as a whole or by a key individual(s) on the Project staff.
3. The proposer or its subcontractors have capacity to develop and run a fully accessible co-design process for co-design participants with disabilities.
4. The proposer has at least three (3) years of experience in producing visual materials and storytelling, with at least three (3) relevant work samples.

## **Format and Content of the Proposal**

### **Proposal Format**

Proposers should provide all information required in the format below. Program Proposal and Price proposal should be submitted electronically as a PDF or Word document named “Program Proposal [Proposer Organization Name]” and attached to a single email (further delivery details are below). Proposals should be formatted for portrait 8 ½" by 11" paper, using an accessible sans-serif font and a 12-point minimum font size. All text should be double spaced. Pages should be paginated. The Program



Proposal narrative, excluding required documentation, should be no more than five (5) pages in length. 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.

## **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 WDC. All files should be compiled into a single document for submission.

- ☐ Proposal Cover Sheet (Attachment A)
- ☐ Program Proposal (Attachment B)
- ☐ Required Documentation:
  - Resumes and/or Description of Qualifications for key Staff Positions
  - Organizational Chart: If proposing as a collaboration or joint venture, the organizational chart should show both entity-level and staff level organization. For joint venture proposals, identify one organization which will serve as the lead point of contact for the WDC responsible for ensuring the implementation of all work under this RFP.
  - Letters of recommendation [**Preferred**] or references to contact for the Proposer and, if applicable, each Subcontractor [**Optional**]
  - Proof of organization of doing business for more than 3 years
  - Audit report or Certified Financial Statement or a statement as to why no report or statement is available
- ☐ Price Proposal Form (Attachment C)
- ☐ Experience Overview for Service Design Firm: Track 1 (Attachment D)
  - Samples of past work [Optional]
- ☐ One email with all above content attached as a single document. The email should include:
  - 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.

- [CDennis@sbs.nyc.gov](mailto:CDennis@sbs.nyc.gov) in the recipient (“To”) field and [WDCfiscal@sbs.nyc.gov](mailto:WDCfiscal@sbs.nyc.gov) in the “cc” field.

## **Proposal Content**

### ***A. Proposal Cover Sheet (Attachment A)***

The Proposal Cover Sheet (Attachment A) 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.

### ***B. Program Proposal (Attachment B)***

Please provide a clear and concise narrative which addresses the following:

#### **1. Relevant Experience (30% Weight)**

Describe relevant experience of the proposer and partner organizations, if applicable, and the proposed key staff or consultants in conducting work of the kind described in “Section III – A: Scope of Work” and “B: Deliverables”. Specifically address the following:

- a. Proposer’s mission, commitment and organizational strengths as they relate to the goals of the project.
- b. Prior experience designing and delivering programs.
- c. Prior experience providing technical assistance around program design and implementation.
- d. Prior experience engaging communities with data, best practice review, research and evaluation evidence to incorporate into the co-design process.
- e. Prior experience with facilitating co-design with marginalized communities generally and people with disabilities specifically and description of any additional supports or strategies that were used to support these populations.
- f. Prior experience facilitating co-design processes with NYC communities, or similar urban populations.
- g. Prior experience with designing services that build human capital, such as education, job placement, occupational skills training, or other related services.
- h. Prior experience developing project materials (including visual aids and narratives) and communications and storytelling materials around your projects. Please include 3 work samples demonstrating this.

- i. Prior experience partnering with city, state and/or federal agencies, including experience managing and tracking government funds.

2. Organizational Capability (25% Weight)

Describe the proposer's organizational capacity to carry out the work described in "Section III – A: Scope of Work" and "B: Deliverables". Specifically, address the following:

- a. Staffing: Name(s), qualifications, and relevant experience of all staff involved in the project, and a description of the qualifications for any "To Be Hired" roles.
  - **Documentation Required:** Attach a resume and/or description of the qualifications required for staff member.
- b. Capacity to start work: Describe the roles and estimated amount of time that each staff person and/or consultant will spend on this project, and their availability to work on this project during the expected timeframes.
  - **Documentation Required:** Attach an organizational chart that shows the reporting status of staff on this project, and how this project fits into the larger organization as a whole
- c. State how many years the proposer has operated as a formally incorporated organization.
  - **Documentation Required:** Proof of organization operating for more than three (3) years
  - **Documentation Required:** Provide the most recent audit report or certified financial statement for the lead applicant, or a statement as to why no report or statement is available
- d. Describe the proposer's ability to manage all aspects of their proposal
- e. Describe other relevant government funding received in the past ten years (including project name/description, funder, grant period, and funding amount), and your organization's capacity to manage and track government funding.
- f. Describe the proposer's data tracking capacity, and continuous improvement practices
- g. If applicable, describe any additional funding, resources, or in-kind services the proposer can leverage or contribute to this initiative

3. Proposed Approach (45% Weight)

Describe in detail how the proposer will provide the work described in "Section III – A: Scope of Work" and "B: Deliverables" and demonstrate that the proposed

approach will fulfill the Organizations' goals and objectives. Specifically, proposals should provide rationale as to why the proposer's overall approach will be successful at achieving the objective of improving employment outcomes for the Target Population, and a plan for producing high-quality deliverables. This plan should include the sequence of steps that you will take and the timeline to address each of the following elements and produce a high-quality set of deliverables:

- a. **Accessibility:** Detail your plan for ensuring accessibility in all aspects of the co-design process, including physical, digital, and communication accessibility. Describe how you will work with the Program Providers to make all meetings, materials, and communications accessible to all Co-Designers.
- b. **Co-designer Selection:** Describe what factors you would consider when advising Program Providers during the co-design cohort recruitment and selection process.
- c. **Co-designer Training:** Outline the trainings you will provide to the various types of Co-Designers and Advisory Members, including initial orientation, ongoing skills development, and specialized training as needed to equip co-designers with the necessary skills and knowledge to participate fully and confidently as co-researchers. Provide a rationale for your training approach, explaining how it will equip each group with the skills and knowledge they need to contribute effectively.
- d. **Landscape Research and Presentation:** Describe how you will scan, summarize, and share existing research and expert opinions on best practices in workforce development for the Target Population, along with a landscape review of existing programs and supports in New York City, with Co-Designers.
- e. **Co-creation Sessions:** Describe how you will organize a series of co-creation sessions where Community Co-Designers and other stakeholders brainstorm, ideate, develop and refine program components together. Emphasize the use of participatory design techniques to ensure that all voices are heard and valued.
- f. **Co-Designer Research and Ideation:** Describe how you will support Co-Designers in the collection, analysis, and summarizing of data and brainstormed program ideas throughout the co-design process.
- g. **Inclusive Decision-Making:** Describe how you will ensure that Community Co-Designers are involved in all key decision-making processes from the initial planning stages through to implementation and evaluation. This includes having equal voting rights and decision-making power in project meetings and committees.

- h. **Shared Leadership:** Describe how you will implement shared leadership models where Community Co-Designers can take on leadership roles within the service co-design period, such as leading sub-teams, presenting findings, and representing the project in public forums.
- i. **Documentation and Analysis:** Describe your proposed approach for documenting the co-design process and outcomes, including Co-Designers might contribute to this documentation.
- j. **Evaluation Methods:** Describe the methods you will use to assess the effectiveness of the co-design process and the program outcomes and explain how you will gather and use feedback from Co-Designers, employers, and other stakeholders to make continuous improvements.
- k. **Timeline:** Proposers should provide a schedule for completion of the deliverables proposed in Section III – B: Deliverables, including identification of key dates, deadlines or timeframes for submission of deliverables.

**Note:** WDC's assumptions regarding the proposer's approach represent what 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 WDC's goals and objectives. Proposers may also propose more than one (1) 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. Price Proposal (Attachment C)**

Provide a detailed budget utilizing the template provided (Attachment C) outlining how funds will be spent in year 1 (*Pre-Planning* and *Co-Design* Phases only). Indicate the total expected project cost, all expected spending categories, and how you would allocate funds from this RFP. Proposers should also indicate how they propose to utilize any existing funds they might leverage.

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 WDC's best interest.

**Note:** 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 proposals based on the Evaluation Criteria prescribed below. The WDC reserves the right to conduct 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 the initial proposals received, without discussions, therefore, the proposer's initial proposal should contain it best programmatic and price terms.

***D. Experience Overview for Service Design Firm: Track 1 (Attachment D)***

Use the charts provided in Attachment D to demonstrate the proposer's experience facilitating co-design processes with service providers and community members in NYC or a similar city.

Proposers are encouraged to submit samples, which may be summary reports or documents that were created as part of the co-design initiatives mentioned.

## **Section IV – Track 2: Workforce Innovation**

Workforce Program Providers will either (i) develop and implement a new workforce program aimed at helping unemployed or underemployed people with disabilities secure quality employment, or they will (ii) enhance an existing workforce program to better serve people with disabilities seeking jobs. The new or improved programs must be designed to achieve measurable employment outcomes for individuals with disabilities.

Following the initial Co-Design phase working with the Service Design Provider described above in “Section III”, the Workforce Program Providers will then implement the co-designed program for three (3) years with the aim of developing sustainable program models built on ongoing community collaboration. We anticipate that up to three (3) providers will be selected via this track.

### **Scope of Services**

#### **In Co-Design Phase**

##### ***Co-Designer Cohort Recruitment***

Each Workforce Program Provider will be responsible for recruiting their own Cohort of at least seven (7) Co-Designers. We estimate these Co-Designers will work 10-20 hours per week, with hours varying depending on individual capacity and the stage of the co-design process. The cohorts will consist of two (2) types of Co-Designers. In addition, while not required, we highly encourage the engagement of additional Advisory Community Co-Designers and Advisory Employers. Their participation is strongly preferred as it reflects best practices in co-design, ensuring diverse perspectives and inclusive collaboration throughout the process.

##### **1. Community Co-Designers (At least 5)**

For this Project we require Community Co-Designers to have the following characteristics below. Providers may propose additional preferred characteristics that they develop once selected.

- a. Aged 18 and older
- b. New York City residents who are authorized to work in the United States
- c. Voluntarily self-identified as persons with a disability
- d. Ready to accept employment or engage in employment training for 20 or more hours per week or already in the labor force

Proposers may elect to focus their co-design efforts on designing a more widely accessible program for individuals with a range of disabilities or may choose to design a more tailored program focused on individuals with a specific type of disability. It is expected that recruited Community Co-Designers will represent a diverse group of New Yorkers with disabilities, encompassing a broad spectrum of cross-sectional identities.

## **2. Staff Co-Designers (At least 2)**

Staff Co-Designers are members of the Workforce Program Providers' front-line and management staff who are selected to participate in the co-design process.

### ***Compensate Community Co-Designers***

Workforce Program Providers will be responsible for compensating Community Co-Designers. We prefer that compensation for Community Co-Designers be commensurate and at least equivalent to that of the Provider Frontline Staff Co-Designers, ensuring fair recognition of their time and expertise.

Workforce Program Providers should ensure reasonable access to benefits counseling for Community Co-Designers as needed to minimize the impact of compensation on any means-tested benefits they may be receiving.

Funding through this RFP may be used to cover a portion of staff time for participating Staff Co-Designers. Staff Co-Designers will not be eligible for extra compensation for co-design participation under this RFP on top of their usual salary.

### ***Support Community Co-Designers***

The Workforce Program Providers will be responsible for developing personalized support and accessibility plans for every Community Co-Designers to ensure they have access to the accommodations and resources they need to fully participate in the co-design process.

This plan should address:

1. Accessibility accommodations
2. Benefits counseling
3. Access to relevant wraparound support services

Workforce Program Providers should be mindful that participation in the co-design process may be challenging for some Community Co-Designers. To promote a positive, trauma-informed, and supportive environment, Workforce Program Providers should plan ways to enhance the mental and emotional well-being of all participants. This could include facilitating opportunities for Community Co-Designers to bond and engage in



peer support activities, as well as offering access to mental health and other supportive resources and services.

### ***Host Co-Design Process***

Each Workforce Program Provider will be responsible for providing a fully accessible meeting space with any necessary accommodations to ensure a positive co-designer experience for all in-person co-design activities. Workforce Program Providers will also utilize accessible technical platforms for all virtual work to ensure optimal online engagement for participants.

### ***Support Co-Designer Research***

As part of the co-design process, Cohorts will need to conduct research to understand the landscape of existing relevant programs and to hear other community members' experience and thoughts. The Cohort is expected to solicit input and feedback from a wider group of people with disabilities, and employers.

The selected service providers will be expected to support this by:

1. **Recruiting Advisory Community Members:** While Community Co-Designers offer valuable insights, a small group may not provide the diversity of perspectives needed to address the complex challenges faced by the Target Population. It is essential to consult a larger community to capture a broader range of experiences, ensure inclusivity, and validate ideas. Engaging a wider group also helps build community support, reduce potential biases, and ensure the program is scalable and relevant to the entire population.  
To achieve this, Cohorts will need to conduct surveys, interviews, or focus groups with a broader group of New Yorkers with disabilities who have relevant experience in employment, job searching, or workforce programs. These research methods will help Cohorts understand the needs and challenges of these individuals and gather feedback on potential program ideas.  
Workforce Program Providers are expected to use their networks, along with their broader community connections, to recruit a diverse group of New Yorkers with disabilities to serve as Advisory Community Members.
2. **Compensating Advisory Community Members:** Each Workforce Program Provider will be responsible for compensating their Advisory Community Members. Workforce Program Providers will set the compensation structure and amounts for each mode of Advisory Community Members participation (ex. completing a survey vs. participating in a focus group) that fairly value community members' time and expertise.
3. **Recruiting Advisory Employers:** Recognizing that successful workforce development programs need to be informed by and aligned with employer

demand, Workforce Program Providers are also expected to incorporate input from employers as part of the Co-Design phase. Cohorts may seek to conduct surveys, interviews, or focus groups with employers to gain insights and gather feedback on potential program designs. Workforce Program Providers are expected to leverage their networks to recruit individuals to serve as Advisory Employers. While these employers are not expected to be compensated for their participation under this RFP, Workforce Program Providers may opt to offer participation reasonable incentives in accordance with any applicable City or WIOA rule or guidance on such incentives. Such incentives are subject to WDC approval.

4. **Connecting with Staff Co-Designers:** In addition to the two staff members participating in the Cohort, Cohorts will likely want to conduct surveys, interviews, and/or focus groups with the Staff Co-Designers, especially frontline service staff, to better understand their perspective and get their feedback on potential program designs. Workforce Program Providers should work to make their Staff Co-Designers available to participate in these research activities. These Staff Co-Designers will not be additionally compensated for their participation under this RFP.

### ***Create Open-Minded Engagement in the Co-Design Process***

It is critical that the Workforce Program Providers enter the co-design process without a pre-conceived vision of what the end-product will be and an openness to a wide range of potential program models. Staff Co-Designers will serve as equal participants in the co-design process along with their fellow Cohort members, rather than as leaders of the process.

With the support of the Service Design Provider, Cohorts will be responsible for defining the theory of change, aim, and scope, and refining the target population for the program models they develop. As part of this process, Cohorts will review their host Workforce Program Providers' existing portfolio of relevant programs to understand the current approach and identify any gaps. During this review, the Workforce Program Providers may highlight programs that could benefit from co-designed improvements. Workforce Program Providers should be transparent about the extent of potential program alterations, considering constraints such as funder requirements or organizational capacity. Ultimately, it will be up to the Cohort to decide whether to develop new program models or enhance existing programs that the Workforce Program Providers have indicated are open to redesign.

## **In Implementation Phase**

### ***Submit Co-Designed Program Implementation Proposal(s)***

In addition to the submission of a detailed Program Blueprints submitted by the Service Design Provider (as stated in Section III), each Workforce Program Provider shall submit a comprehensive written program implementation proposal based on these blueprints to the WDC. These proposals will include not just a summary of the program model but a clear operational plan for implementing the program including key items such as a (1) staffing plan, (2) itemized budget including any potential funds from other sources, (3) target job placement, wage and other outcomes, and (4) locations of accessible sites where services will be offered. Proposals will be evaluated based on their feasibility, innovation, alignment with the needs of the Target Population, and the extent to which they demonstrate a commitment to equity, accessibility, and measurable impact.

Evaluation criteria will also consider:

- The target number of individuals within the Target Population who will be supported in securing job placements through this program,
- The type and quality of training provided to participants,
- The projected number of participants served,
- The sustainability of the program, including plans for long-term impact and scalability.

### ***Program Implementation***

Upon approval of their implementation proposals by the WDC, the Workforce Program Providers will be given three (3) years of funding to implement these programs.

Throughout implementation, Workforce Program Providers will be required to:

1. Deliver the program as described in the approved proposal. Changes and adaptations to the proposal may be made as needed with prior written approval from the WDC.
2. Collect and report data on key performance indicators which may include but are not limited to participation rates, stakeholder satisfaction, credentials obtained, and jobs secured.
3. Work with the Service Design Provider to continuously develop and improve the program processes and ensure successful participant feedback collection practices
4. Engage with the other Workforce Program Providers in a learning community facilitated by the Service Design Provider
5. Participate in any evaluation(s) of the program or the Project by NYC Opportunity or its designees.

## **Reporting**

Workforce Program Providers will be expected to report on their work regularly throughout all phases of the Project, including providing information on participant demographics, participation levels, outcomes, and other key metrics.

This reporting will also include adherence to NYC's Common Workforce Metrics, which are designed to provide a standardized framework for tracking and reporting on workforce development outcomes across the City. These metrics encompass key areas such as participant enrollment, skills gained, employment outcomes, and retention rates. Providers must ensure that their reporting aligns with these metrics to contribute to the citywide effort in measuring and improving workforce development programs.

## **Deliverables**

1. **Co-Designer Cohort Recruitment Plan:** The Workforce Program Providers, in tandem with the Service Design Provider, will develop a plan for how they will recruit a diverse group of potential Co-Designers and what criteria they will use to determine who will join their Cohort; (estimated due date: end of first month from project start date).
2. **Community Co-Designer and Advisory Community Member Compensation Plan:** The Workforce Program Provider will develop a plan to fairly compensate their Community Co-Designers. They will also determine the methods and amounts used to compensate Advisory Community Members. The plan will include a description of the benefits counseling that will be provided to Community Co-Designers; (estimated due date: end of first month from project start date).
3. **Community Co-Designer Accommodation and Support Plan:** Workforce Program Providers will develop a clear plan for ensuring their Community Co-Designers accessibility and service needs are met; (estimated due date: end of first month from project start date).
4. **Co-Designed Program Implementation Proposal(s):** Workforce Program Providers will be responsible for submitting a comprehensive written program implementation proposal for City approval; (estimated due date: within three months after the end of the co-design phase).
5. **Regular Meeting and Reporting:** Workforce Program Providers will be expected to submit regular updates and data reports to the WDC on their work; (estimated due date: monthly, or as requested by WDC, for the entire duration of the project).
6. **Initiative Closeout Report:** Workforce Program Providers must submit closeout reports to the WDC at the end of each contracted work phase, including the co-

design phase, and again at the conclusion of the implementation phase. These reports should reflect on the project's progress and outcomes; (estimated due date: the co-design phase report is due within three months of its completion, and the implementation phase report is due within three months of the end of that phase).

**Note:** All deliverables are expected to be written and/or presented in accessible formats.

## Minimum Qualification Requirements

We are seeking organizations that operate workforce development services in New York City, or a similar city, that are dedicated to advancing workforce development innovation, including organizations such as for-profit, nonprofit, or other eligible entities, as well as independent consultants. Collaborative proposals are encouraged if partnering organizations together meet the required qualifications, as this approach may offer a more comprehensive solution. For example, a long-time workforce organization that does not currently have programming tailored to people with disabilities might partner together with a disability service organization to undertake this Project together. For a collaborative proposal applicants should identify one organization as the lead organization with which the other organization(s) will sub-contract. Proposal applicants may also respond as a joint venture rather than a lead contractor with sub-contractors.

Below are the minimum qualification requirements for this track of the RFP. Proposals that fail to meet any of these requirements may be found non-responsive and rejected.

1. The proposer has been in operation for at least three (3) years.
2. The proposer has at least three (3) years of experience operating workforce development programs aimed at job placement for economically disadvantaged individuals.
3. The proposer has at least three (3) years of experience addressing labor market needs and partnering with employers to provide input on programs.
4. The proposer has the organizational, technical, managerial and financial capacity to manage and track government funding and contracts, report on performance, and protect data privacy.

## Preferred Qualifications

1. At least three (1) year of demonstrated experience in any capacity—whether through professional roles, volunteer work, or personal lived experience—

engaging with individuals with disabilities. This experience can be held by the organization as a whole or by a key individual(s) on the Project staff.

2. The proposer or its subcontractors have capacity to meet accessibility needs of co-design participants with disabilities.
3. The proposer has experience in creating programs designed to be accessible for individuals with disabilities or to serve specific economically disadvantaged communities.

## **Format and Content of the Proposal**

### **Proposal Format**

Proposers should provide all information required in the format below. Program Proposal and Price proposal should be submitted as a PDF or Word document named "Program Proposal [Proposer Organization Name]" and attached to a single email (further delivery details are below). Proposals should be formatted for portrait 8 ½" by 11" paper, using an accessible sans-serif font and a 12-point minimum font size. All text should be double spaced. Pages should be paginated. The Program Proposal narrative, excluding required documentation, should be no more than 5 pages in length. 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.

### **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 WDC. All files should be compiled into a single document for submission.

- ☐ Proposal Cover Sheet (Attachment A)
- ☐ Program Proposal (Attachment B)
- ☐ Required Documentation:
  - Resumes and/or Description of Qualifications for key Staff Positions
  - Organizational Chart: If proposing as a collaboration or joint venture, the organizational chart should show both entity-level and staff level organization. For joint venture proposals, identify one organization which will serve as the lead point of contact for the WDC responsible for ensuring the implementation of all work under this RFP.

- Letters of recommendation [**Preferred**] or references to contact for the Proposer and, if applicable, each Subcontractor [**Optional**]
  - Proof of organization of doing business for more than 3 years
  - Audit report or Certified Financial Statement or a statement as to why no report or statement is available for the Proposer and, if applicable, each Subcontractor
- ☐ Price Proposal Form (Attachment C)
- ☐ Past Performance in Workforce Development: Track 2 (Attachment E)
- ☐ One email with all above content attached as a single document. The email should include:
- 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.
  - [CDennis@sbs.nyc.gov](mailto:CDennis@sbs.nyc.gov) in the recipient ("To") field and [WDCfiscal@sbs.nyc.gov](mailto:WDCfiscal@sbs.nyc.gov) in the "cc" field.

## **Proposal Content**

### ***A. Proposal Cover Sheet (Attachment A)***

The Proposal Cover Sheet (Attachment A) 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.

### ***B. Program Proposal (Attachment B)***

Please provide a clear and concise narrative which addresses the following:

#### **1. *Relevant Experience* (45% Weight)**

Describe relevant experience of the proposer and partner organizations, if applicable, and the proposed key staff or consultants in conducting work of the kind described in "Section IV – A: Scope of Work" and "B: Deliverables".

Specifically address the following:

- a. Proposer's mission, commitment and organizational strengths as they relate to the goals of the project.

- b. Prior experience creating and executing comprehensive and sustainable workforce development programs, with a focus on job placement. Provide numbers served and numbers placed in recent employment programs, and the demographics of those served, the wages of those placed, and the sectors/occupations targeted. Specifically highlight the placement rates for participants with disabilities. See attachment for required demonstration of recent outcomes.
- c. A description of how your employment initiatives have addressed the needs of job seekers, with a focus on how you ensure your training and guidance align with employer expectations and labor market needs. Include a list of your closest employer partners describing how they have provided input into your programs and how many individuals you have placed with them in each of the last three (3) years.
- d. A description of your successful approaches to employer engagement, and meeting employer needs.
- e. Prior experience designing and delivering programs designed to be accessible for individuals with disabilities or to serve specific economically disadvantaged communities.
- f. Prior experience partnering with city, state and/or federal agencies on projects, including experience managing and tracking government funds.
- g. Prior experience designing new programs or initiatives that incorporate client feedback, participatory design practices, or other related processes
- h. Prior experience using participant and/or community input/feedback examine to the quality of your programs, and how that feedback has informed change
- i. Examples of how you have ensured sustainability of grant-funded initiatives beyond the grant funding period

2. **Organizational Capability** (25% Weight)

Describe the proposer's organizational capacity to carry out the work described in "Section IV – A: Scope of Work" and "B: Deliverables". Specifically, address the following:

- a. Name(s), qualifications, title, and relevant experience of all lead staff members on this project.
  - **Documentation Required:** Attach a resume and/or description of the qualifications required for all lead staff members on this Project
- b. Describe the roles and estimated amount of time that each staff person and/or consultant will spend on this Project, and their availability to dedicate time to this Project during the period of funding.



- **Documentation Required:** Attach an organizational chart that shows the reporting status of staff on this Project, and how this Project fits into the larger organization as a whole
  - c. State how many years the proposer has operated as a formally incorporated organization.
    - **Documentation Required:** Proof of organization operating for more than 3 years
    - **Documentation Required:** Provide the most recent audit report or certified financial statement, or a statement as to why no report or statement is available, for the proposer and, if applicable, each subcontractor
  - d. Describe the proposer's ability to manage all aspects of their proposal
  - e. Describe the proposer's capacity to oversee and manage disbursement of compensation to Co-Designers, whether classified as employees or 1099 independent contractors.
  - f. Describe other relevant government funding received in the past ten years, and your organization's capacity to manage and track government funding.
  - g. Describe the proposer's data tracking capacity, and continuous improvement practices
  - h. Describe any additional funding, resources, or in-kind services the proposer can leverage or contribute to this Project.
3. ***Proposed Approach*** (30% Weight)
- Describe in detail how the proposer will provide the work described in "Section IV – A: Scope of Work" and "B: Deliverables" and demonstrate that the proposed approach will fulfill WDC's goals and objectives. Specifically, proposals should provide rationale as to why the proposer's overall approach will be successful at achieving the objective of improving employment outcomes for people with disabilities, and a plan for producing high-quality deliverables. This plan should include the sequence of steps that you will take and the timeline to address each of the following elements and produce a high-quality set of deliverables:
- a. **Co-Designer Recruitment Plan:** Provide a detailed strategy indicating how you plan to engage and recruit Co-Designers as relevant to your Track (community members with disabilities, provider's own staff and employers) along with Advisory Community Members and Advisory Employers. Describe your target population or neighborhood, methods of outreach and engagement and provide a rationale for selecting them. Additionally, describe the sequence of steps and place in the timeline.

- b. **Supportive Services Plan for Co-designers:** Describe your strategy for assessing the likely supportive services needs of Community Co-Designers—such as accommodations, transportation, access to mental health services, benefits counseling, and others – and how you will meet those needs, including partnerships with other local service providers, in-house resources, and customized solutions catered to individual needs. Describe the sequence of steps and place in the timeline. Describe your plan for ensuring accessibility in all aspects of this work.
- c. **Accessibility:** Detail your plan for ensuring accessibility in all aspects of this work, including physical, digital, and communication accessibility. Describe how you will make all meetings, materials, and communications accessible to all Co-Designers.
- d. **Compensation:** Describe your plan and capacity to compensate Community Co-Designers and describe how you will prioritize Community Co-Designer's ability to maintain their benefits should they choose.
- e. **Inclusive Decision-Making and Organizational Commitment to Co-Design:** Describe how you will ensure that Community Co-Designers are involved in all key decision-making processes from the initial planning stages through to implementation and evaluation. This includes having equal voting rights and decision-making power in Project meetings and committees when planning program activities funded through this project. Describe how the organization will engage in this work with an open approach that does not have a predetermined outcome.
- f. **Shared Leadership:** Describe how you will implement shared leadership models where Community Co-Designers can take on leadership roles within the Project, such as leading sub-teams, presenting findings, and representing the Project in public forums.
- g. **Data Practices:** Describe the data systems and data privacy practices you will use during the Co-design and the Implementation Phases of this Project.
- h. **Continuous Improvement Methods:** Describe the methods you will use to assess the effectiveness of the co-design process and the program outcomes and explain how you will gather and use feedback from co-designers, employers, and other stakeholders to make continuous improvements.
- i. **Timeline:** Proposers should provide a schedule for completion of the deliverables proposed in “Section IV – B: Deliverables”, including identification of key dates, deadlines or timeframes for submission of deliverables.

**Note:** WDC’s assumptions regarding the proposer’s approach represent what 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 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. Price Proposal (Attachment C)***

Provide a detailed budget utilizing the template provided (Attachment C) outlining how funds will be spent. Indicate the total expected Project cost for year 1 (Pre-Planning and Co-Design Phases only). Indicate the total expected project cost, all expected spending categories, and how you would allocate funds from this RFP. Proposers should also indicate how they propose to utilize any existing funds they might leverage. This budget should only cover the first nine (9) months of the initiative, encompassing the Pre-Planning and Co-Design phases. At the end of the Co-Design Phase the Workforce Program Providers will propose budgets for the Implementation Phase of the newly designed services, which we expect would be funded within the range of \$450,000 to \$600,000 annually.

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 WDC's best interest.

**Note:** 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 proposals based on the Evaluation Criteria prescribed below. The WDC reserves the right to conduct 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 the initial proposals received, without discussions, therefore, the proposer's initial proposal should contain its best programmatic and price terms.

### ***D. Past Performance in Workforce Development: Track 2 (Attachment E)***

Use the charts provided in Attachment E to demonstrate the Proposer's experience operating workforce development programs aimed at job placement for economically disadvantaged individuals, with a specific emphasis on individuals with disabilities as a primary or secondary target population in NYC or a similar city.



## Section V – Track 3: Employer Collaboration

The Employer Collaboration Provider will deliver services to employers with the goal of improving their outcomes in recruiting, onboarding, retaining and advancing staff members with disabilities. In the first nine (9) months of funding, the Employer Collaboration Provider will engage and recruit community members with disabilities, as well as employers and their staff, to co-design what the services to employers will consist of. The co-design process will result in an employer-facing technical assistance program that will increase confidence, capacity, and implementation of employer practices across a range of industries in NYC to create inclusive recruitment processes and build welcoming and accessible workplaces where people with disabilities can be successful and thrive. Once their program is designed and approved, the Employer Collaboration Provider will deliver it to employers.

The Employer Collaboration Provider will implement this technical assistance program for three (3) years with the aim of improving workplace accessibility through sustainable solutions co-designed by employers and community members with disabilities seeking employment. We anticipate one (1) provider to be selected via this track.

### Scope of Services

#### Co-Designer Cohort Recruitment

The Employer Collaboration Provider will be responsible for recruiting their own Cohort of at least 8 Co-Designers. We estimate these Co-Designers will work 10 to 20 hours per week, with hours varying depending on individual capacity and the stage of the co-design process. The selected Employer Collaboration Provider will work with the Service Design Provider and the WDC to ultimately determine the best co-design team and time commitment appropriate.

The Cohort will consist of 3 types of Co-Designers.

##### **1. Community Co-Designers (At least 3 Co-Designers)**

For this Project we require Community Co-Designers to be:

- a) Aged 18 and older
- b) New Yorkers who are authorized to work in the United States
- c) Voluntarily self-identified as persons with a disability

- d) Ready to accept employment or engage in employment training for 20 or more hours per week or already in the labor force

Applicants may elect to focus their co-design efforts on designing a more widely accessible program for individuals with a range of disabilities or may choose to design a more tailored program focused on individuals with a specific type of disability. It is expected that recruited Community Co-Designers will represent a diverse group of New Yorkers with disabilities, encompassing a broad spectrum of cross-sectional identities.

### ***2. Employer Collaboration Staff Co-Designers (At least 2 Co-Designers)***

Staff Co-Designers are members of the selected Employer Collaboration Provider's front-line and management staff who are selected to participate in the co-design process.

### ***3. Employer Co-Designers (At least 3 Co-Designers)***

For this initiative, Employer Co-Designers are defined as representatives of an employer organization operating in New York City. Employer Co-Designers may work fewer hours than other Co-Designers as they balance work on this initiative with their regular employment. We encourage proposers to identify and propose the most effective ways to ensure employers are active Co-Designers, which could include entering into a subcontract agreement with participating employers to pay for a portion of their time or some other means.

## **Compensate Community Co-Designers**

Employer Collaboration Provider will be responsible for compensating Community Co-Designers. We prefer that compensation for Community Co-Designers be commensurate and at least equivalent to that of the Provider Frontline Staff Co-Designers, ensuring fair recognition of their time and expertise.

Employer Collaboration Provider should ensure reasonable access to benefits counseling for Community Co-Designers as needed to minimize the impact of compensation on any means-tested benefits they may be receiving.

Funding through this RFP may be used to cover a portion of staff time for participating Staff Co-Designers. Staff Co-Designers will not be eligible for extra compensation for co-design participation under this RFP on top of their usual salary.

## **Employer Co-Designer Compensation**

Employer Collaboration Providers are not required to compensate Employer Co-Designers but may choose to compensate them should they deem it beneficial with funds from this RFP as well as other funding or incentives that the Employer

Collaboration Provider might choose to contribute, so long as all additional funding or incentives is in accordance with any applicable City or WIOA rule or guidance on such funding or incentives. Such additional funding or incentives are subject to WDC approval.

For example, we understand that for some small and medium-sized employers, dedicating staff to serve as co-designers can place a strain on resources. Providing financial assistance could reduce barriers for such employers, allowing them to participate fully without compromising their business operations and enabling more diverse voices from a wide range of industries and organizational perspectives to join the co-design effort.

## **Support Community Co-Designers**

The Employer Collaboration Provider will be responsible for developing personalized support and accessibility plans for every Community Co-Designer to ensure they have access to the accommodations and resources they need to fully participate in the co-design process.

This plan should address:

1. Accessibility accommodations
2. Benefits counseling
3. Access to relevant wraparound support services

The Employer Collaboration Provider should be mindful that participation in the co-design process may be challenging for some Community Co-Designers. To promote a positive, trauma-informed, and supportive environment, the Employer Collaboration Provider should plan ways to enhance the mental and emotional well-being of all participants. This could include facilitating opportunities for Community Co-Designers to bond and engage in peer support activities, as well as offering access to a mental health professional after Cohort meetings for those who wish to discuss any concerns or experiences.

## **Host Co-Design Process**

The Employer Collaboration Provider will be responsible for providing a fully accessible meeting space with any necessary accommodations to ensure a positive Co-Designer experience for all in-person co-design activities. The Employer Collaboration Provider will also utilize accessible technical platforms for all virtual work to ensure optimal online engagement for participants.

## Support Co-Designer Research

As part of the co-design process, Cohorts will need to conduct research to understand the landscape of existing relevant programs and to hear other stakeholders' experience and thoughts. The Cohort is expected to solicit input and feedback from a wider group of people with disabilities, and employers.

The Employer Collaboration Provider will be expected to support this by:

1. **Recruiting Advisory Community Members:** While Community Co-Designers can provide valuable insights, such a small group may lack the diversity of perspectives necessary to address the complex challenges faced by individuals with disabilities. Consulting with a larger community is crucial for capturing a wider range of experiences, ensuring inclusivity, and validating ideas. Engaging more people also helps build community buy-in, mitigate potential biases, and ensure that the program is scalable and applicable to the entire population. Cohorts will therefore need to conduct surveys, interviews, and/or focus groups with New Yorkers with disabilities with relevant experience being employed and/or searching for jobs. These research practices and conversations will allow cohorts to both better understand their needs and challenges and how a co-designed program could best address them, and to get their feedback on potential program ideas. The Employer Collaboration Provider will be expected to reach out to their networks of current and past program participants, as well as their broader community, to recruit a diverse group of New Yorkers with disabilities to serve as Advisory Community Members.
2. **Compensating Advisory Community Members:** The Employer Collaboration Provider will be responsible for compensating Advisory Community Members. The Employer Collaboration Provider will determine set compensation structures and amounts for each mode of Advisory Community Member participation (ex. completing a survey vs. participating in a focus group) that fairly value community members' time and expertise.
3. **Recruiting Advisory Employers:** Cohorts will likely want to conduct surveys, interviews, and/or focus groups with employers to better understand their perspective and get their feedback on potential program designs. The Employer Collaboration Provider should reach out to their networks to recruit individuals to serve as Advisory Employers. Advisory Employers will not be compensated for their participation using funds from this RFP.
4. **Connecting with staff members:** In addition to the two (2) staff members participating in the Cohort, Cohorts will likely want to conduct surveys, interviews, and/or focus groups with other members of the Employer Collaboration Provider's



staff, especially frontline service staff, to better understand their perspective and get their feedback on potential program designs. The Employer Collaboration Provider should work to make their staff available to participate in these research activities.

## **Create Open-Minded Engagement in the Co-Design Process**

It is critical that selected the Employer Collaboration Provider enters the co-design process without a pre-conceived vision of what the end-product will be and an openness to a wide range of potential program models. Staff Co-Designers will serve not as leaders but instead as equal participants in the co-design process along with their fellow Cohort members.

As part of this process, Cohorts will review the Employer Collaboration Provider's existing portfolio of relevant programs to understand the current approach and identify any gaps. During this review, the Employer Collaboration Provider may highlight programs that could benefit from co-designed improvements. The Employer Collaboration Provider should be transparent about the extent of potential program alterations, considering constraints such as funder requirements or organizational capacity. Ultimately, it will be up to the Co-Designers to decide whether to develop new program models or enhance existing ones.

## **Submit Co-Designed Program Implementation Proposal(s)**

In addition to the submission of a detailed Program Blueprints submitted by the Service Design Provider (as stated in Section III), the Employer Collaboration Provider shall submit a comprehensive written program implementation proposal based on these models. These proposals will include not just a summary of the program model but a clear operational plan for implementing the program including key items such as a staffing plan, itemized budget, target outcomes, and locations of sites where services will be offered.

## **Program Implementation**

Upon approval of their implementation proposals by the WDC, the Employer Collaboration Provider will be provided three (3) years of funding to implement these programs.

Throughout implementation the service provider will be required to:

1. Engage with employers to address their policies and procedures in order to make their workplaces more accessible and successful in hiring, retaining, and advancing staff members with disabilities.

2. Meet regularly with the WDC
3. Collect and report data on key performance indicators. Examples of such indicators include number of employers or employees served, number of trainings or hours of technical assistance offered, program participant satisfaction, and number of employer policy or process changes made as a result of their participation.
4. Work with the Service Design Provider to continuously develop and improve the program processes and ensure successful participant feedback collection practices
5. Participate in a learning community with the other selected service providers facilitated by the selected service design provider
6. Participate in any evaluation(s) of the program or broader Project by NYC Opportunity or its designees.

## Reporting

The Employer Collaboration Provider will be expected to report on their work regularly throughout all phases of the initiative, including providing information on participant demographics, participation levels, outcomes, and other key metrics.

This reporting will also include adherence to NYC's Common Workforce Metrics, which are designed to provide a standardized framework for tracking and reporting on workforce development outcomes across the City. These metrics encompass key areas such as participant enrollment, skills gained, employment outcomes, and retention rates. The Employer Collaboration Provider must ensure that their reporting aligns with these metrics to contribute to the citywide effort in measuring and improving workforce development programs.

## Deliverables

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compensate Advisory Community Members; (estimated due date: end of first month from project start date).

3. **Community Co-Designer Accommodation and Support Plan:** The Employer Collaboration Provider will develop a clear plan for ensuring their Community Co-Designers accessibility and service needs are met; (estimated due date: end of first month from project start date).
4. **Co-Designed Program Implementation Proposal(s):** The Employer Collaboration Provider will be responsible for submitting a comprehensive written program implementation proposal for City approval; (estimated due date: within three months after the end of the co-design phase).
5. **Regular Meeting and Reporting:** The Employer Collaboration Provider will be expected to submit regular updates and data reports to the WDC on their work; (estimated due date: monthly, or as requested by WDC, for the entire duration of the project).
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**Note:** All deliverables are expected to be written and/or presented in accessible formats.

## Minimum Qualification Requirements

We are seeking an organization that engages with New York City employers to address their human resource needs including hiring, retention and advancement practices. Eligible providers include nonprofits, for-profits and other organizations in the space. Collaborative proposals are encouraged if partnering organizations together meet the required qualifications, as this approach may offer a more comprehensive solution. For a collaborative proposal applicants should identify one organization as the lead organization with which the other organization(s) will sub-contract. Below are the minimum qualification requirements for this track of the RFP. Proposal applicants may also respond as a joint venture. Proposals that fail to meet any of these requirements may be found non-responsive and rejected.

1. The proposer has operated for at least three (3) years

2. The proposer has at least three (3) years of demonstrated ability to provide guidance and support to employers in creating accessible and inclusive collaboration efforts.
3. The proposer has a proven track record of developing and implementing initiatives that are culturally responsive and tailored to the needs of marginalized communities.
4. The proposer has the organizational, technical, managerial and financial capacity to manage and track government funding and contracts, report on performance, and protect data privacy.

## **Preferred Qualifications**

1. At least one (1) year of demonstrated experience in any capacity—whether through professional roles, volunteer work, or personal lived experience—engaging with individuals with disabilities. This experience can be held by the organization as a whole or by a key individual(s) on the Project staff.
2. The proposer or its subcontractors have capacity to meet accessibility needs of co-design participants with disabilities.
3. The proposer has at least three (3) years of experience in advising employers on enhancing workplace inclusion and developing inclusive recruitment and HR practices.

## **Format and Content of the Proposal**

### **Proposal Format**

Proposers should provide all information required in the format below. Program Proposal and Price proposal should be submitted as a PDF or Word document named “Program Proposal [Proposer Organization Name]” and attached to a single email (further delivery details are below). Proposals should be formatted for portrait 8 ½" by 11" paper, using an accessible sans-serif font and a 12-point minimum font size. All text should be double spaced. Pages should be paginated. The Program Proposal narrative, excluding required documentation, should be no more than 5 pages in length. 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.

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  - Resumes and/or Description of Qualifications for key Staff Positions
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  - Letters of recommendation [**Preferred**] or references to contact for the Proposer and, if applicable, each Subcontractor [**Optional**]
  - Proof of organization of doing business for more than 3 years
  - Audit report or Certified Financial Statement, or a statement as to why no report or statement is available, for the Proposer and, if applicable, each Subcontractor
- ☐ Price Proposal Form (Attachment C)
- ☐ Experience Overview for Employer Collaboration Service Providers: Track 3 (Attachment F)
  - Samples of past work [**Optional**]
- ☐ One email with all above content attached as a single document. The email should include:
  - 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.
  - [CDennis@sbs.nyc.gov](mailto:CDennis@sbs.nyc.gov) in the recipient (“To”) field and [WDCfiscal@sbs.nyc.gov](mailto:WDCfiscal@sbs.nyc.gov) in the “cc” field.

## **Proposal Content**

### ***A. Proposal Cover Sheet (Attachment A)***

The Proposal Cover Sheet (Attachment A) 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.

### ***B. Program Proposal (Attachment B)***

Please provide a clear and concise narrative which addresses the following:

#### **1. Relevant Experience (45% Weight)**

Describe relevant experience of the proposer and partner organizations, if applicable, and the proposed key staff or consultants in conducting work of the kind described in “Section V – A: Scope of Services”, and “B: Deliverables”.

Specifically address the following:

- a. Proposer’s mission, commitment and organizational strengths as they relate to the goals of the Project.
- b. A description of the labor market needs your employment initiatives have tried to address, including a list of your closest employer partners describing how they have provided input into your initiatives.
- c. Prior experience designing and delivering programs designed to be accessible for individuals with disabilities or to serve specific economically disadvantaged communities.
- d. Prior experience using employer, participant and/or community input/feedback examine to the quality of your programs, and how that feedback has informed change
- e. Prior experience effectively conducting outreach to and recruitment of employers to participate in your initiatives or services, and outcomes that have resulted from those initiatives
- f. Prior experience partnering with city, state and/or federal agencies on projects, including experience managing and tracking government funds.
- g. Prior experience successfully working within diverse NYC communities or similarly situated communities.
- h. Prior experience designing new programs or initiatives that incorporate client feedback, participatory design practices, or other related processes.
- i. A description of how you have ensured sustainability of grant-funded initiatives beyond the grant funding period

## 2. **Organizational Capability** (25% Weight)

Describe the proposer's organizational capacity to carry out the work described in "Section V – A: Scope of Work" and "B: Deliverables". Specifically, address the following:

- a. Name(s), qualifications, and relevant experience of all staff involved in the Project, and a description of the qualifications for any To Be Hired roles.
  - **Documentation Required:** Attach a resume and/or description of the qualifications required for all staff members.
- b. Describe the roles and estimated amount of time that each staff person and/or consultant will spend on this project.
  - **Documentation Required:** Attach an organizational chart that shows the reporting status of staff on this project, and how this project fits into the larger organization as a whole
- c. State how many years the proposer has operated as a formally incorporated organization.
  - **Documentation Required:** Proof of organization operating for more than 3 years
  - **Documentation Required:** Provide the most recent audit report or certified financial statement, or a statement as to why no report or statement is available, for the proposer and, if applicable, each subcontractor
- d. Describe the proposer's ability to manage all aspects of their proposal
- e. Describe the proposer's capacity oversee and manage disbursement of compensation to Co-Designers
- f. Describe other relevant government funding received in the past ten (10) years, and your organization's capacity to manage and track government funding.
- g. Describe the proposer's data tracking capacity, and continuous improvement practices
- h. Describe any additional funding, resources, or in-kind services the proposer can leverage or contribute to this initiative

## 3. **Proposed Approach** (30% Weight)

Describe in detail how the proposer will provide the work described in "Section V – A: Scope of Services" and "B: Deliverables" and demonstrate that the proposed approach will fulfill WDC's goals and objectives. Specifically, proposals should provide rationale as to why the proposer's overall approach will be successful at achieving the objective of improving employment outcomes for people with

disabilities, and a plan for producing high-quality deliverables. This plan should include the sequence of steps that you will take and the timeline to address each of the following elements and produce a high-quality set of deliverables:

- a. **Co-designer Recruitment Plan:** Provide a detailed strategy indicating how you plan to engage and recruit Co-Designers as relevant to your Track (community members with disabilities, provider's own staff and employers). Describe your target population, methods of outreach and engagement and provide a rationale for selecting them. Additionally, describe the sequence of steps and place in the timeline.
- b. **Supportive Services Plan for Co-designers:** Describe your strategy for assessing the likely supportive service needs of Community Co-Designers—such as accommodations, transportation, access to mental health services, benefits counseling, and others – and how you will meet those needs, including partnerships with other local service providers, in-house resources, and customized solutions catered to individual needs. Describe the sequence of steps and place in the timeline. Describe your plan for ensuring accessibility in all aspects of this work.
- c. **Accessibility:** Detail your plan for ensuring accessibility in all aspects of this work, including physical, digital, and communication accessibility. Describe how you will make all meetings, materials, and communications accessible to all Co-Designers.
- d. **Compensation:** Describe your plan to compensate Community Co-Designers and describe how you will prioritize Community Co-Designer's ability to maintain their benefits should they choose. It is preferred that Community Co-Designers be compensated at an hourly rate that is at least equivalent to that of the provider's front-line staff involved in the program co-design, ensuring fair recognition of their time and expertise.
- e. **Inclusive Decision-Making:** Describe how you will ensure that Community Co-Designers are involved in all key decision-making processes from the initial planning stages through to implementation and evaluation. This includes having equal voting rights and decision-making power in project meetings and committees when planning program activities funded through this project.
- f. **Shared Leadership:** Describe how you will implement shared leadership models where Community Co-Designers can take on leadership roles within the Project, such as leading sub-teams, presenting findings, and representing the Project in public forums.
- g. **Data Practices:** Describe the data systems and data privacy practices you will use during the Co-Design and Implementation phases of this Project.



- h. **Evaluation Methods:** Describe the methods you will use to evaluate the effectiveness of the co-design process and the program outcomes and explain how you will gather and use feedback from Co-Designers, employers, and other stakeholders to make continuous improvements.
- i. **Sustainability and Transition:** Detail plans for ensuring the sustainability of co-design efforts beyond the Project period, including how Co-Designers will be involved in transitioning and scaling successful elements of the program.
- j. **Timeline:** Proposers should provide a schedule for completion of the deliverables proposed in Section V – B: Deliverables, including identification of key dates, deadlines or timeframes for submission of deliverables.

**Note:** WDC’s assumptions regarding the proposer’s approach represent what 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 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. Price Proposal (Attachment C)***

Provide a detailed budget utilizing the template provided (Attachment C) outlining how funds will be spent. Indicate the total expected Project cost for year 1 (Pre-Planning and Co-Design Phases only), all expected spending categories, and how you would allocate funds from this RFP. Proposers should also indicate how they propose to utilize any existing funds they might leverage. This budget should only cover the first nine (9) months of the initiative, encompassing the pre-planning and co-design phases. At the end of the Co-Design Phase the Employer Collaboration Provider will propose budgets for the Implementation Phase of the newly designed services, which we expect would be up to **\$300,000**.

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 WDC’s best interest.

**Note:** 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 proposals based on the Evaluation Criteria prescribed below. The WDC reserves the right to conduct 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 the initial proposals received, without discussions, therefore, the proposer's *initial proposal should contain its best programmatic and price terms.*

***D. Experience Overview for Employer Collaboration Service Providers: Track 3 (Attachment F)***

Use the chart provided in Attachment F to demonstrate the Proposer's experience working with employers to increase their confidence in hiring people with disabilities, improve their recruitment, retention, advancement practices and related culture change efforts to better support people with disabilities in NYC or a similar city.

Proposers are encouraged to submit samples, which may be summary reports or documents that were created as part of the initiatives mentioned.

## **Section VI – Proposal Evaluation And Contract Reward Procedures**

### **Evaluation Procedures**

All proposals accepted by WDC will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by WDC to be non-responsive will be rejected. WDC's Evaluation Committee will evaluate and rate all remaining proposals based on the Evaluation Criteria prescribed below. As part of the selection process, WDC reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as WDC deems applicable and appropriate. Although discussions may be conducted with proposers submitting acceptable proposals, 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.

### **Evaluation Criteria**

All proposals accepted by WDC will be reviewed, evaluated, and rated based on the Evaluation Criteria prescribed below.

#### **Track 1 – Service Design**

1. Demonstrated quantity and quality of successful relevant experience: 30%

2. Demonstrated level of organizational capability: 25%
3. Quality of proposed approach: 45%

#### Track 2 – Workforce Innovation

1. Demonstrated quantity and quality of successful relevant experience: 45%
2. Demonstrated level of organizational capability: 25%
3. Quality of proposed approach: 30%

#### Track 3 – Employer Collaboration

1. Demonstrated quantity and quality of successful relevant experience: 45%
2. Demonstrated level of organizational capability: 25%
3. Quality of proposed approach: 30%

### **Basis for Contract Award**

A contract will be awarded to the responsible proposer(s) whose proposal is determined to be the most advantageous to WDC, taking into consideration the price and such other factors or criteria which are set forth in this RFP. Contract award shall be subject to the timely completion of contract negotiations between WDC and the selected provider. WDC shall rank proposers by technical merit, and the price proposal of **only** the highest technically ranked firms will be opened and reviewed by WDC to determine whether such price proposal(s) is responsive. 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 a fee is not successfully negotiated, WDC may conclude such negotiations, and enter into negotiations with the next highest technically ranked proposer, as necessary.

### **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 WDC. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by WDC.

### **RFP Postponement/Cancellation**

WDC reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all proposals.

## **Proposer Costs**

Proposers will not be reimbursed for any costs incurred to prepare proposals.

## **Applicable Laws**

This RFP and the resulting contract award, if any, unless otherwise stated, are subject to all applicable provisions of 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.

## **General Contract Provisions**

Contracts shall be subject to WDC's general contract provisions, in substantially the form that they appear in the attached "Appendix A—Standard Terms and Conditions" or, if WDC utilizes other than the formal Appendix A, in substantially the form that they appear in WDC's general contract provisions. Contractor shall comply with all applicable provisions set forth in the appendices annexed hereto as Appendix B and Appendix C. Copies of the applicable documents are available through the Authorized WDC Contact Person.

## **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 WDC prior to contract award. This shall not limit the discretion of WDC to request proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

## **Section VII – Appendices**

Appendix A – General Provisions Governing WDC Contracts for Consultants, Professional, Technical, Human, and Client Services

Appendix B – Uniform Federal Contract Provisions Rider for Federally funded Procurement Contracts

Appendix C – Combined Federal & State Certifications

# Appendix A

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## **Article 1 - Definitions**

### **Section 1.01 Definitions**

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

A. "WDC" means the Workforce Development Corporation.

B. "Agreement" means the various documents, including this Appendix A, that constitute the contract between the Contractor and the WDC.

C. "City" means the City of New York.

D. "WDC Executive Director" or "duly authorized representative" means the position delegated authority by the WDC Board of Directors to coordinate and oversee all activities, including procurement activity of the WDC.

E. "Contractor" means the entity entering into this Agreement with WDC.

F. "Days" means calendar days unless otherwise specifically noted to mean business days.

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

H. "State" means the State of New York.

## **Article 2 – Representations, Warranties, Certifications, and Disclosures**

### **Section 2.01 Conflicts of Interest**

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

## **Section 2.02 Certification Relating to Fair Practices**

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

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

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

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

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section 2.02.

## **Section 2.03 Disclosure Relating to Bankruptcy and Reorganization**

If the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the WDC within seven days of filing.

## **Section 2.04 Authority to Execute Agreement**

The Contractor represents and warrants that: (i) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (iii) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms.

## **Article 3 - Assignment and Subcontracting**

### **Section 3.01 Assignment**

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

B. Before entering into any such assignment, transfer, conveyance, or other disposal of this Agreement, the Contractor shall submit a written request for approval to the WDC Executive Director or duly authorized representative giving the name and address of the proposed assignee. Upon the request of the WDC, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience, and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The WDC shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

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

D. The provisions of this Section 3.01 shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

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

### **Section 3.02 Subcontracting**

A. All subcontractors must be approved by the WDC prior to commencing work under a subcontract. The WDC in its discretion may grant or deny preliminary approval for the Contractor to contract with the subcontractor.

B. The WDC shall notify the Contractor within 30 Days whether preliminary approval has been granted. If preliminary approval is granted, the Contractor shall provide such documentation as may be requested by the WDC to show that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the required work.

C. Upon receipt of all relevant documentation, the WDC shall notify the Contractor in writing whether the proposed subcontractor is approved. If the proposed subcontractor is not approved, the Contractor may submit another proposed subcontractor unless the Contractor decides to do the work. No subcontractor shall be permitted to perform work unless approved by the WDC.

D. All subcontracts must be in writing. All subcontracts shall contain provisions specifying that:

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

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

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

4. The subcontractor specifically agrees to be bound by Section 4.05(B) and Article 5 of this Appendix A and specifically agrees that the WDC may enforce such provisions directly against the subcontractor as if the WDC were a party to the subcontract.

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

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

G. The WDC may revoke the approval of a subcontractor granted or deemed granted pursuant to Section 3.02(A) if revocation is deemed to be in the interest of the WDC in writing on no less than 10 Days' notice unless a shorter period is warranted by considerations of health, safety, integrity issues, or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease

all work under the Agreement. The WDC shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The WDC shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

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

I. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section 3.02.

### **Section 3.03 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.

## **Article 4 - Labor Provisions**

### **Section 4.01 Independent Contractor Status**

The Contractor and the WDC agree that the Contractor is an independent contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the WDC and/or the City. Accordingly, the Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Contractor, with respect to the WDC and/or the City, that differs from or is inconsistent with that of an independent contractor.

### **Section 4.02 Employees and Subcontractors**

All persons who are employed by the Contractor and all the Contractor's subcontractors (including without limitation, consultants and independent contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the WDC and/or the City nor under contract with the WDC and/or

the City. The Contractor, and not the WDC and/or the City, is responsible for their work, direction, compensation, and personal conduct while the Contractor is engaged under this Agreement. Nothing in this Agreement, and no entity or person's performance pursuant to or in connection with this Agreement, shall create any relationship between the WDC and/or the City and the Contractor's employees, agents, subcontractors, or subcontractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the WDC and/or the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Contractor, its employees or agents, its subcontractors, or its subcontractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the WDC and/or City, or to any officer, agent, or employee of the Contractor or any other entity (including without limitation, Workers' Compensation coverage, Employers' Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit). The Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the WDC and/or the City, including any department, agency, office, or unit of the WDC and/or the City, or (ii) make or support in any way on behalf of or for the benefit of the Contractor, its employees, officers, or agents any demand, application, or claim upon or against the WDC and/or the City for any right or benefit applicable to an official or employee of the WDC and/or the City or to any officer, agent, or employee of the Contractor or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the WDC and/or the City to any person or entity whatsoever.

### **Section 4.03 Removal of Individuals Performing Work**

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

## **Section 4.04 Minimum Wage; Living Wage**

Except for those employees whose minimum wage is required to be fixed in accordance with N.Y. Labor Law §§ 220 or 230 or by Admin. Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section 4.04 shall be deemed a material breach of this Agreement.

## **Section 4.05 Non-Discrimination in Employment**

A. General Prohibition. To the extent required by Law, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of actual or perceived age, religion, religious practice, creed, sex, gender, gender identity or gender expression, sexual orientation, status as a victim of domestic violence, stalking, and sex offenses, familial status, partnership status, marital status, caregiver status, pregnancy, childbirth or related medical condition, disability, presence of a service animal, predisposing genetic characteristics, race, color, national origin (including ancestry), alienage, citizenship status, political activities or recreational activities as defined in N.Y. Labor Law 201-d, arrest or conviction record, credit history, military status, uniformed service, unemployment status, salary history, or any other protected class of individuals as defined by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities, due to pregnancy, childbirth, or a related medical condition, due to status as a victim of domestic violence, stalking, or sex offenses, or due to religion.

### **B. E.O. 50 -- Equal Employment Opportunity**

1. 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:

a. 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;

b. 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;

c. 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;

d. 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;

e. 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 SBS, Division of Labor Services ("DLS"); and

f. 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.

2. 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 WDC Executive Director to impose any or all of the following sanctions:

a. Disapproval of the Contractor; and/or

b. Suspension or termination of the Agreement; and/or

c. Declaring the Contractor in default; and/or

d. In lieu of any of the foregoing sanctions, imposition of an employment program.



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

4. The Contractor agrees to include the provisions of the foregoing Sections 4.05(B)(1)-(3) in every subcontract or purchase order in excess of \$100,000.00 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 Section 4.05(B).

5. 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 Section 4.05(B).

6. Nothing contained in this Section 4.05(B) shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

## **Article 5 - Records, Audits, Reports, and Investigations**

### **Section 5.01 Books and Records**

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

B. 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.

## **Section 5.02 Retention of Records**

The Contractor agrees to retain all books, records, documents, other evidence relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the books, records, documents, and other evidence must be retained until the completion of such litigation, claim, or audit. Any books, records, documents, and other evidence that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, documents, or other evidence that are created in the regular course of business as a paper copy may be retained in an electronic format provided that they satisfy the requirements of N.Y. 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, documents, or other evidence on the grounds that such documents do not satisfy CPLR 4539(b).

## **Section 5.03 Inspection**

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the WDC and/or the City including the Comptroller and the Department of Investigation, as well as City, State, and federal auditors and any other persons duly authorized by the WDC shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, documents, and other evidence maintained or retained by or on behalf of the Contractor pursuant to this Article 5. Notwithstanding any provision herein regarding notice of inspection, all books, records, documents, and other evidence of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the WDC, the Comptroller, and/or federal auditors without prior notice and at no additional cost to the WDC. The Contractor shall make such books, records documents, and other evidence available for inspection in the City of New York or shall reimburse the WDC for expenses associated with the out-of-City inspection.

B. The WDC shall have the right to have representatives of the WDC, and/or City, State, and/or federal government present to observe the services being performed. If observation of particular services or activity would constitute a waiver of a legal privilege or violate the Law or an ethical obligation under the New York Rules of Professional Conduct for attorneys, National Association of Social Workers Code of Ethics or other similar code governing the provision of a profession's services in New York State, the Contractor shall promptly inform the WDC and/or other entity seeking to observe such work or activity. Such restriction shall not act to prevent government representatives from inspecting the provision of services in a manner that allows the representatives to ensure that services are being performed in accordance with this Agreement.

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section 5.03.

## **Section 5.04 Audit**

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

B. Audits by the City, including the Comptroller, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by (i) the WDC and/or City, including the Comptroller; (ii) the State; (iii) the federal government in the exercise of its powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section 5.04.

## **Section 5.05 No Removal of Records from Premises**

Where performance of this Agreement involves use by the Contractor of any WDC and/or City books, records, documents, or data (in hard copy, or electronic or

other format now known or developed in the future) at WDC and/or City facilities or offices, the Contractor shall not remove any such items or material (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the WDC's Executive Director or duty authorized representative . Upon the request by the WDC at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the WDC any WDC and/or City books, records, documents, or data that has been removed from WDC and/or City premises.

## **Section 5.06 Electronic Records**

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

## **Section 5.07 Investigations Clause**

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

B.

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

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City, State, or federal 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 WDC, City, State, federal government, or any political subdivision thereof, or any local development corporation within the City, then;

C. The penalties that may attach after a final determination by the WDC Executive Director may include but shall not exceed:

1. The disqualification for a period not to exceed five 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 WDC; and/or

2. The cancellation or termination of any and all such existing WDC 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 WDC 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 WDC.

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

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

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

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

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

#### E. Definitions

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

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

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

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

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

## **Section 5.08 Confidentiality**

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data,

furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees 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. 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 obligation under this Section 5.08 to hold reports, information or data confidential shall not apply where the Contractor is legally required to disclose such reports, information or data, by virtue of a subpoena, court order or otherwise ("disclosure demand"), provided that the Contractor complies with the following: (1) the Contractor shall provide advance notice to the WDC Executive Director, in writing or by e-mail, that it received a disclosure demand for to disclose such reports, information or data and (2) if requested by the WDC, the Contractor shall not disclose such reports, information, or data until the WDC has exhausted its legal rights, if any, to prevent disclosure of all or a portion of such reports, information or data. The previous sentence shall not apply if the Contractor is prohibited by law from disclosing to the WDC the disclosure demand for such reports, information or data.

B. The Contractor shall provide notice to the WDC within three days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the 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 24 hours prior to any statement to the press or at least five business days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the 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 5.02.

F. A breach of this Section 5.08 shall constitute a material breach of this Agreement for which the WDC may terminate this Agreement pursuant to Article 10. The WDC reserves any and all other rights and remedies in the event of unauthorized disclosure.

## **Article 6 - Copyrights, Patents, Inventions, and Antitrust**

### **Section 6.01 Copyrights and Ownership of Work Product**

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



B. Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement (“Copyrightable Materials”) shall be considered “work-made-for-hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the 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.

C. 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.

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

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

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

## **Section 6.02 Patents and Inventions**

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

## **Section 6.03 Pre-existing Rights**

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

## **Section 6.04 Antitrust**

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

# **Article 7 - Insurance**

## **Section 7.01 Agreement to Insure**

The Contractor shall maintain the following types of insurance if and as indicated in Schedule A (with the minimum limits and special conditions specified in Schedule A) throughout the term of this Agreement, including any applicable guaranty period. All insurance shall meet the requirements set forth in this Article 7. Wherever this Article 7 requires that insurance coverage be “at least as broad” as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that the Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

## **Section 7.02 Workers' Compensation, Disability Benefits, and Employers' Liability Insurance**

A. The Contractor shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or in regard to, all employees providing services under this Agreement

B. Within 10 Days of award of this Agreement or as otherwise specified by the WDC, and as required by N.Y. Workers' Compensation Law, the Contractor shall submit proof of Contractor's workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to the WDC in a form acceptable to the New York State Workers' Compensation Board. ACORD forms are not acceptable proof of such insurance. The following forms are acceptable:

1. Form C-105.2, *Certificate of Workers' Compensation Insurance*;
2. Form U-26.3, *State Insurance Fund Certificate of Workers' Compensation Insurance*;
3. Form SI-12, *Certificate of Workers' Compensation Self-Insurance*;
4. Form GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*;
5. Form DB-120.1, *Certificate of Disability Benefits Insurance*;
6. Form DB-155, *Certificate of Disability Benefits Self-Insurance*;
7. Form CE-200 – *Affidavit of Exemption*;
8. Other forms approved by the New York State Workers' Compensation Board; or
9. Other proof of insurance in a form acceptable to the WDC.

## **Section 7.03 Other Insurance**

A. *Commercial General Liability Insurance.* The Contractor shall maintain commercial general liability insurance in the amounts specified in Schedule A covering operations under this Agreement. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the WDC and City, together with their respective officials and employees, and any

other entity that may be listed on Schedule A as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26.

B. *Commercial Automobile Liability Insurance.* If indicated in Schedule A and/or if vehicles are used in the provision of services under this Agreement, the Contractor shall maintain commercial automobile liability insurance for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01.

C. *Professional Liability Insurance.*

1. If indicated in Schedule A, the Contractor shall maintain and submit evidence of professional liability insurance or errors and omissions insurance appropriate to the type(s) of such services to be provided under this Agreement. The policy or policies shall cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission, or negligent act of the Contractor or anyone employed by the Contractor.

2. All subcontractors of the Contractor providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in Schedule A. At the time of the request for subcontractor approval, the Contractor shall provide to the WDC, evidence of such professional liability insurance on a form acceptable to the WDC.

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

D. *Cyber Liability Insurance.* If indicated in Schedule A, the Contractor shall maintain cyber liability insurance covering losses arising from operations under this Agreement in the amounts listed in Schedule A. The WDC shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, and premiums, as well as the types of losses covered, which may include but not be limited to: notification costs, security monitoring costs, losses resulting from identity theft, and other injury to third parties. If additional insured status is commercially available under the Contractor's cyber liability insurance, the insurance shall cover the

WDC, and City, together with their respective officials and employees, as additional insured.

E. *Other Insurance*. The Contractor shall provide such other types of insurance in the amounts specified in Schedule A.

## **Section 7.04 General Requirements for Insurance Coverage and Policies**

A. Unless otherwise stated, all insurance required by Section 7.03 of this Agreement must:

1. be provided by companies that may lawfully issue such policies;
2. have an A.M. Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or a similar rating by any other nationally recognized statistical rating organization acceptable to the WDC unless prior written approval is obtained from the WDC; and
3. be primary (and non-contributing) to any insurance or self-insurance maintained by the WDC and City, including their respective officials and employees (not applicable to professional liability insurance/errors and omissions insurance), and any other entity listed as an additional insured in Schedule A.

B. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the WDC, and City, including their respective officials and employees are insured under the policy.

C. There shall be no self-insurance program, including a self-insurance retention, exceeding \$10,000.00, with regard to any insurance required under Section 7.03 unless approved in writing by the WDC Executive Director. Any such self-insurance program shall provide the WDC and City, including their respective officials and employees, and any other additional insured listed on Schedule A with all rights that would be provided by traditional insurance required under this Article 7, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

D. The limits of coverage for all types of insurance for the WDC and City, including their respective officials and employees, and any other additional insured listed on Schedule A that must be provided to such additional insured(s) shall be the greater of (i) the minimum limits set forth in Schedule A or (ii) the limits provided to the

Contractor as named insured under all primary, excess, and umbrella policies of that type of coverage.

## **Section 7.05 Proof of Insurance**

A. For each policy required under Article 7 and Schedule A of this Agreement, the Contractor shall file proof of insurance and, where applicable, proof that the WDC and City, including their respective officials and employees, is an additional insured within ten Days of award of this Agreement. The following proof is acceptable:

1. A certificate of insurance accompanied by a completed certification of insurance broker or agent (included in Schedule A of this Agreement) and any endorsements by which the WDC and City, including their respective officials and employees, have been made an additional insured; or

2. A copy of the insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

B. Proof of insurance confirming renewals of insurance required under Article 7 and Schedule A of this Agreement must be submitted to the WDC prior to the expiration date of the coverage. Such proof must meet the requirements of Section 7.04(A).

C. The Contractor shall provide the WDC with a copy of any policy required under this Article 7 upon the demand for such policy by the WDC Executive Director or a duly authorized representative.

D. Acceptance by the WDC Executive Director or a duly authorized representative of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article 7 (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

E. If the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article 7 shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the addresses referred to in Section 7.06(A) and Schedule A.

## **Section 7.06 Miscellaneous**

A. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by Section 7.03 and Schedule A, the Contractor shall provide the insurer with timely notice thereof on behalf of the WDC and City, including

their respective officials and employees. Such notice shall be given even where the Contractor may not be covered under such policy if this Agreement requires that the WDC and the City, including its officials and employees, be an additional insured (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the Workforce Development Corporation and the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Schedule A) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to both the address referred to in Schedule A and City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the WDC and City, together with their respective officials and employees, and any other entity listed as an additional insured on Schedule A for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the WDC and City, together with their officials and employees, and any other entity listed as an additional insured on Schedule A.

B. The Contractor's failure to maintain any of the insurance required by this Article 7 and Schedule A shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the WDC and/or City at any time.

C. Insurance coverage in the minimum amounts required in this Article 7 shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the WDC and/or City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. With respect to insurance required by Section 7.03 and Schedule A (but not including professional liability/errors and omissions insurance), the Contractor waives all rights against the WDC and City, including their respective officials and employees, and any other entity listed as an additional insured on Schedule A for any damages or losses that are covered under any insurance required under this Article 7 (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to maintain insurance with regard to any operations under this Agreement and requires such subcontractor to

list the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also list the WDC and the City, including their respective officials and employees, and any other entity listed as an additional insured on Schedule A as an additional insured. With respect to commercial general liability insurance, such coverage must be at least as broad as the most recently issued ISO form CG 20 26.

## **Article 8 - Protection of Persons and Property and Indemnification**

### **Section 8.01 Reasonable Precautions**

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

### **Section 8.02 Protection of WDC and City Property**

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

### **Section 8.03 Indemnification**

To the fullest extent permitted by Law, the Contractor shall defend, indemnify, and hold harmless the WDC and City, including their respective officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages on account of any injuries or death to any person or damage to any property, and costs and expenses to which the WDC and/or City, including their respective officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any of the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any negligent act of commission or omission, any intentional tortious act, and/or the failure to comply with Law or any of the requirements of this Agreement. Insofar as the facts or Law relating to any of the foregoing would preclude the WDC and/or City, including their respective officials or employees from being completely indemnified by the Contractor, the WDC and City, including their respective officials and employees shall be partially indemnified by the Contractor to the fullest extent permitted by Law.



## **Section 8.04 Infringement Indemnification**

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

## **Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation**

The Contractor's obligation to indemnify, defend and hold harmless the WDC and City, including their respective officials and employees, shall neither be (i) limited in any way by the Contractor's obligations to obtain and maintain insurance under this Agreement, nor (ii) adversely affected by any failure on the part of the WDC and/or City, including their respective officials or employees to avail themselves of the benefits of such insurance.

## **Section 8.06 Actions By or Against Third Parties**

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

B. The Contractor shall report to the WDC in writing within five business days of the initiation by or against the Contractor of any legal action or proceeding relating to this Agreement.

## **Section 8.07 Withholding of Payments**

A. If any claim is made or any action is brought against the WDC and City for which the Contractor may be required to indemnify the WDC and City pursuant to this Agreement, 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 said claim or action.

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

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

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

E. The rights and remedies of the WDC and City provided for in this Section 8.07 are not exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

## **Section 8.08 No Third Party Rights**

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

B. Contractor, without recourse to the WDC or the City, or their respective officials and employees, 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.

## **Article 9 - Contract Changes**

### **Section 9.01 Contract Changes**

Changes to this Agreement may be made only as duly authorized by the WDC Executive Director or duly authorized representative. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. The Contractor deviates from the requirements of this

Agreement without a duly approved and executed change order document or written contract modification or amendment at its own risk.

## **Section 9.02 Changes Through Fault of Contractor**

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

## **Article 10 - Termination, Default, Reductions in Funding, and Liquidated Damages**

### **Section 10.01 Termination by WDC Without Cause**

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

B. In its sole discretion, the WDC shall have the right to terminate this Agreement, in whole or in part, upon the request of the Contractor to withdraw from the Contract, in accordance with the provisions of Section 10.05.

C. If the WDC terminates this Agreement pursuant to this Section 10.01, the following provisions apply. The WDC shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the WDC pursuant to Section 10.05. The WDC shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the WDC in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

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

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the 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 10.02(A) shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Section 10.02(A), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 Days from the date of such notice. Prior to sending such notice of reduction, the WDC shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven Days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the WDC shall not be bound to utilize any of the Contractor's suggestions and that the WDC shall have sole discretion as to how to effectuate the reductions.

C. If the WDC reduces funding pursuant to this Section 10.02, the following provisions apply. The WDC shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the WDC in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

## **Section 10.03 Contractor Default**

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 Executive Director or duly authorized representative;

4. If the Contractor or any of its officers, directors, partners, five percent 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 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 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 WDC, City, or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the WDC Executive Director, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten 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 WDC Executive Director may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section 10.03.

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 WDC Executive Director may declare the Contractor in default pursuant to this Section 10.03. Before the WDC Executive Director may exercise his or her right to declare the Contractor in default, the WDC Executive Director shall give the Contractor an opportunity to be heard upon not less than five business days' notice. The WDC 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 WDC Executive Director may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section 10.03, in accordance with the provisions of Section 10.05.

E. The WDC Executive Director, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner as he or she may deem advisable. Should the expense of such completion, as certified by the WDC 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 WDC Executive Director, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

## **Section 10.04 Force Majeure**

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

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

C. If the WDC terminates the Agreement pursuant to this Section 10.04, the following provisions apply. The WDC shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The WDC shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the WDC in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

## **Section 10.05 Procedures for Termination**

A. The WDC shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section 10.05 and Section 13.03. For termination without cause, the effective date of the termination shall not be less than ten Days from the date the notice is personally delivered, or 15 Days from the date the notice is either sent by certified mail, return receipt requested, delivered by overnight or same day courier service in a properly addressed envelope with confirmation, or sent by email and, unless the receipt of the email is acknowledged by the recipient by email, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the WDC Executive Director may determine. If the WDC terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

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

1. Accounting for and refunding to the WDC, within 45 Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within 45 Days an inventory to the WDC of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any WDC directive concerning the disposition of such equipment, appurtenances and property;



3. Turning over to the WDC or its designees all books, records, documents and material specifically relating to this Agreement that the WDC has requested be turned over;

4. Submitting to the WDC, within 90 Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant, unless the WDC waives, in writing, the requirement that a certified public accountant or licensed public accountant make such report; and

5. Providing reasonable assistance to the WDC in the transition, if any, to a new contractor.

## **Section 10.06 Miscellaneous Provisions**

A. The WDC, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the WDC. If the WDC suspends this Agreement pursuant to this Section 10.06, the WDC shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The WDC shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the WDC in accordance with the terms of this Agreement.

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

C. The rights and remedies of the WDC and/or City provided in this Article 10 shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

## **Section 10.07 Liquidated Damages**

If Schedule A or any other part of this Agreement includes liquidated damages for failure to comply with a provision of this Agreement, the sum indicated is fixed and agreed as the liquidated damages that the WDC and/or City will suffer by reason of such noncompliance and not as a penalty.



## **Article 11 - Claims**

### **Section 11.01 Choice of Law**

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

### **Section 11.02 Jurisdiction and Venue**

Subject to Section 11.03, the parties agree that any and all claims asserted by or against the WDC and/or City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section 11.02, the Contractor shall be responsible for and shall promptly reimburse the WDC and/or City for any attorneys' fees incurred by the WDC and/or City in removing the action to a proper court consistent with this Section 11.02.

### **Section 11.03 Claims and Actions**

A. Any claim against the WDC for damages for breach of contract shall not be made or asserted in any action, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six months after the final payment under this Agreement, or within six months of the termination or expiration of this Agreement, or within six months after the accrual of the cause of action, whichever first occurs.

### **Section 11.04 No Claim Against Officials, Agents, or Employees**

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

### **Section 11.05 General Release**

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

## **Section 11.06 No Waiver**

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

## **Article 12 - Applicable Laws**

### **Section 12.01 All Legal Provisions Deemed Included**

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

### **Section 12.02 Severability / Unlawful Provisions Deemed Stricken**

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

### **Section 12.03 Compliance With Laws**

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

### **Section 12.04 Unlawful Discrimination in the Provision of Services**

A. *Discrimination in Public Accommodations.* With respect to services provided under this Agreement, the Contractor shall not unlawfully discriminate against any person because of actual or perceived age, religion, creed, sex, gender, gender identity or gender expression, sexual orientation, partnership status, marital status, disability, presence of a service animal, race, color, national origin, alienage, citizenship status, or military status, or any other class of individuals protected from discrimination in public accommodations by City, State or Federal laws, rules or regulations. The Contractor shall comply with all statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.

B. *Immigration status.* In connection with the services provided under this Agreement, the Contractor shall not inquire about the immigration status of a recipient or potential recipient of such services unless (i) it is necessary for the determination of program, service or benefit eligibility or the provision of City services or (ii) the Contractor is required by law to inquire about such person's immigration status.

## **Section 12.05 Americans with Disabilities Act (ADA)**

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

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

## **Section 12.06 Political Activity**

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

## **Section 12.07 Religious Activity**

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

## **Section 12.08 Participation in an International Boycott**

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

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

# **Article 13 - Miscellaneous Provisions**

## **Section 13.01 Merger**

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

## **Section 13.02 Headings**

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

## Section 13.03 Notice

A. The Contractor and the WDC hereby designate the business addresses and email addresses specified in Schedule A (and if not specified in Schedule A, as specified at the beginning of this Agreement) as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

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

C. Nothing in this Section 13.03 shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

## Affirmation

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

Full name of Proposer or Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### Check One Box And Include Appropriate Number:

A - ☐ Individual or Sole Proprietorships

Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

B - ☐ Partnership, Joint Venture or other unincorporated organization

Employer Identification Number: \_\_\_\_ - \_\_\_\_\_

C - ☐ Corporation

Employer Identification Number: \_\_\_\_ - \_\_\_\_\_

By \_\_\_\_\_

Signature

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

\* Under the Federal Privacy Act, the furnishing of Social Security numbers by bidders or proposers on contracts is voluntary. Failure to provide a Social Security number will not result in a bidder's/proposer's disqualification. Social Security numbers will be used to identify bidders, proposers, or vendors to ensure their compliance with laws, to assist the WDC in enforcement of laws, as well as to provide the WDC a means of identifying businesses seeking WDC contracts.

## Schedule A

Article 7 -- Insurance	
Types of Insurance (per Article 7 in its entirety, including listed paragraph)	Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Workers' Compensation §7.02 <input checked="" type="checkbox"/> Disability Benefits Insurance §7.02 <input checked="" type="checkbox"/> Employers' Liability §7.02	Statutory amounts.
<input checked="" type="checkbox"/> Commercial General Liability §7.03(A)	<u>\$1,000,000.00</u> per occurrence <u>\$1,000,000.00</u> personal & advertising injury <u>\$2,000,000.00</u> annual aggregate <u>\$0</u> products/completed operations  Additional Insureds: 1. <u>Workforce Development Corporation</u> , and 2. <u>City of New York</u> , and 3. <u>Their respective officials and employees.</u>
<input type="checkbox"/> Commercial Auto Liability §7.03(B)	<u>\$1,000,000.00</u> per accident combined single limit
<input type="checkbox"/> Professional Liability/Errors & Omissions §7.03(C)	<u>\$1,000,000.00</u> per claim
<input type="checkbox"/> Cyber Liability Insurance §7.03(E)	<i>TBD</i>

### Section 10.07 – Liquidated Damages

Section 13.03 – Notice	
WDC's Mailing Address and Email Address for Notices	<p>Workforce Development Corporation c/o NYC Department of Small Business Services 1 Liberty Plaza, 11th Floor New York, NY 10006</p> <p>Email:  <a href="mailto:cdennis@sbs.nyc.gov">cdennis@sbs.nyc.gov</a>  <a href="mailto:creel@sbs.nyc.gov">creel@sbs.nyc.gov</a></p>
Contractor's Mailing Address and Email Address for Notices	<i>See Agreement</i>



## Certification By Insurance Broker or Agent

The undersigned insurance broker or agent represents to the Workforce Development Corporation that the attached Certificate of Insurance is accurate in all material respects.

---

Name of broker or agent (typewritten)]

---

[Address of broker or agent (typewritten)]

---

[Email address of broker or agent (typewritten)]

---

[Phone number/Fax number of broker or agent (typewritten)]

---

[Signature of authorized official, broker, or agent]

---

[Name and title of authorized official, broker, or agent (typewritten)]

State of .....)

) ss.:

County of .....)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

Notary Public for the State of \_\_\_\_\_



## Report

***Corruption, Fraud, Unethical Conduct***

**Relating to a NYC-Funded Contract or Project**

**Call the NYC Department of Investigation**

**212-825-5900**

**Reach DOI by Mail or in Person at:  
NYC Department of Investigation  
Attention: Complaint Bureau  
180 Maiden Lane  
New York, NY 10038**

**Or File a Complaint Online at:  
[www.nyc.gov/doi](http://www.nyc.gov/doi)**

**All communications are confidential**



**Or scan the QR Code above  
to make a complaint**

The law protects employees of city contractors who report corruption.

- Any employee of a City contractor, or subcontractor of the City, or a City contractor with a contract valued at more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- **To be protected by this law**, an employee must report to DOI – or to certain other specified government officials – information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract valued at more than \$100,000.
- Any employee who makes such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.

# **Appendix B**

## **Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts**

**(Version 01.20.2021)**

**A. Definitions.** As used in this Rider:

- (1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.
- (2) "City" means the City of New York.
- (3) "Commissioner" means the head of the City agency entering into this Contract.
- (4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) "Contractor" means the entity performing the services pursuant to a Contract.
- (7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) "Government" means the U.S. government.
- (9) "Rider" means this Uniform Federal Contract Provisions Rider.

**B. Termination and Remedies for Breach of Contract.** The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City's Contractor.

- (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies. After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may:
  - (i) withhold payment for unsatisfactory services,

- (ii) suspend or terminate the Contract in whole or in part; and/or
- (iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

- (i) **Termination for Cause.** The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:
  - i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.
  - ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in

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

iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, 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 Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or

destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

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

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

- v. *Basis of Settlement.* The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

- (ii) **Termination for Convenience.** The City shall have the right to terminate

the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

**(iii) Termination due to Force Majeure**

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

**(iv) Termination due to Reductions in Federal Funding**

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the

funding and/or level of services of this Contract caused by such action by the Federal government, 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 Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.
- iii. If the City reduces funding pursuant to this paragraph (d), the basis of settlement shall be as provided for in subparagraph (v) of paragraph (a) of subdivision (2) of this section (B), above.

**C. Standard Provisions.** The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

- (1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.
- (2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
- (3) *Environmental Protection.* If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and



Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.

- (4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).
- (5) *Debarment.* The Contractor certifies that neither it nor its principals or affiliates are currently in a state of debarment, suspension, exclusion, disqualification, or other ineligible status as a result of prior performance, failure, fraud, or violation of City or New York State laws. The Contractor further certifies that neither it nor its principals or affiliates are debarred, suspended, excluded, disqualified, or otherwise ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension, exclusion, disqualification or other ineligibility has been withheld by the Contractor.
- (6) *Lobbying.* The Contractor certifies, to the best of its knowledge and belief, that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (which is available on the HUD website: [hudexchange.info/resources/documents/HUD-Form-Sfill.pdf](http://hudexchange.info/resources/documents/HUD-Form-Sfill.pdf)) in accordance with its instructions; and

- (iii) It will require that the language of this Section (C)(6) be included in the award documents for all subcontracts at all tiers.
  - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (7) *Solid Waste Disposal Act.* Pursuant to 2 CFR § 200.323, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (8) *Prohibition on certain telecommunications and video surveillance services or equipment.*
- (i) The Contractor is prohibited from obligating or expending loan or grant funds to:
    - i. Procure or obtain;
    - ii. Extend or renew a contract to procure or obtain; or
    - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
1. For the purpose of public safety, security of government facilities,

physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.

- (ii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - (iii) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - (iv) The Contractor’s attention is directed to Public Law 115–232, section 889 for additional information.
  - (v) The Contractor’s attention is directed to § 200.471.
- (9) *Domestic preferences for procurements.*
- (i) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
  - (ii) For purposes of this section:
    - i. “Produced in the United States” means, for iron and steel products,

that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (10) *Documentation of Costs.* All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.
- (11) *Records Retention.* The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract in accordance with 2 C.F.R. §200.334.
- (12) *Records Access.* The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor’s personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- (13) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms.* Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible:
  - (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority

businesses, and women's business enterprises;

- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

(14) *Intangible Property.*

- (i) Pursuant to 2 CFR § 200.315, the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes:
  - (a) the copyright in any work developed under the Contract or subcontract;
  - and (b) any rights of copyright to which a Contractor purchases ownership with grant support.
- (ii) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- (iii) The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant

copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

- (iv) 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 Contract, copies of which shall be provided to the City upon execution of this Contract.
- (v) The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (vi) If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

**D. Special Provisions for Construction Contracts.** If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) **Federal Labor Standards.** The Contractor will comply with the following:

- (i) The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating

higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

- (ii) If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- (iii) Copeland Anti-Kickback Act: If required by the federal program legislation and subject to any other federal program limitations: (i) the Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract; (ii) The Contractor or subcontractor shall insert in any subcontracts the language contained in (i) of this subsection and also a clause requiring the subcontractors to include the language in subsection (i) in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor of this subsection; and (iii) A breach of this subsection may be grounds for termination of the Contract, and for debarment as a contractor or subcontractor as provided in 29 C.F.R. § 5.12.
- (iv) If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as Federal Exhibit 2. If there is a conflict between the provisions of this Article D and Federal Exhibit 2, the stricter standard shall be controlling.

**(2) Equal Employment Opportunity.** Executive Order 11246, as amended, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and

other onsite functions incidental to the actual construction.

## **Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area



(including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction Contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 as amended, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation,

and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility

for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to

assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination

and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **Equal Opportunity Clause**

(For contracts for Construction Work required by 41 CFR § 60-1.4(b))

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]**

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (a), (b), and (c), unless the Contract specifically states that this provision is superseded:

a. *Definitions.* The following definitions apply to this section (D).

- i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
- ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.

- iii. “Practical Application” means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
  - iv. “Made” when used in relation to any invention means the conception or first actual reduction to practice of such invention.
  - v. “Small Business Firm” means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
  - vi. “Nonprofit Organization” means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
  - vii. “Statutory period” means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b), as amended by the Leahy-Smith America Invents Act, Public Law 112-29.
  - viii. The “contractor” means any person, small business firm or nonprofit organization, or as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.
- b. *Allocation of Principal Rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. *Invention Disclosure, Election of Title, and Filing of Patent Application by Contractor.*



- i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
- ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.
- iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Contractor will file patent applications in additional countries or international patent offices within earlier ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- iv. For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to

35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

- v. Requests for extension of the time for disclosure, election, and filing under paragraphs (i), (ii), and (iii) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.
- d. *Conditions When the Government May Obtain Title.* The Contractor will convey to the Federal Agency, upon written request, title to any subject invention.
  - i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c) of this clause, or elects not to retain title., .
  - ii. In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) of this clause, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.
  - iii. In any country in which the Contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.
- e. *Minimum Rights to Contractor and Protection of the Contractor Right to File*
  - i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention

pertains.

- ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
  - iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- f. Contractor Action to Protect the Government's Interest
- i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.
  - ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), of this clause, to assign to the Contractor the entire right, title and interest in and to each subject invention made under Contract, and to execute all papers necessary to

file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- iii. For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre- issuance submission, a post-issuance submission, and supplemental examination..
  - iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."
- g. Subcontracts
- i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
  - ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.
  - iii. In the case of subcontracts, at any tier, when the prime award with the

Federal Agency was a contract (but not a grant or cooperative agreement), the Agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal Agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

- h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if

the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:

- i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
- iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or
- iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. *Special Provisions for Contracts with Nonprofit Organizations.* If the Contractor is a nonprofit organization, it agrees that:

- i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
- ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
- iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject

invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Federal Agency may review the Contractor's licensing program and decisions regarding Small Business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal Agency when the Federal Agency's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(iv). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

- I. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

## Federal Exhibit 1 – Notice to Bidders

Notice of requirement for Affirmative Action to ensure equal employment opportunity (Executive Order 11246, as amended) for all construction contracts and sub-contracts in excess of \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

### **Goals by Trade for Minorities**

(Goal as a Percent)

Electricians .....	9.0 to 10.2
Carpenters .....	27.6 to 32.0
Steamfitters.....	12.2 to 13.5
Metal Lathers.....	24.6 to 25.6
Painters.....	28.6 to 26.0
Operating Engineers .....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (structural) .....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers .....	13.4 to 15.5
Asbestos Workers .....	22.8 to 28.0
Roofers .....	6.3 to 7.5
Iron Workers (ornamental) .....	22.4 to 23.0
Cement Masons .....	23.0 to 27.0
Glazers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters .....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Other .....	16.4 to 17.5

### **Goal and Timetable for Women**

From April 1, 1980, until the present..... 6.9



3. These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved Construction.

4. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

5. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

6. As used in this Contract, the "covered area" is the City of New York.

## **Federal Exhibit 2**

[Insert Exhibit 2 for applicable federal grant program]

## **Appendix C**

### **Combined Federal & State Certifications**

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

#### **Federal Certifications**

##### **A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

##### **B. Certification Regarding Lobbying - Certification for Contracts, Grants, Loans, and Cooperative Agreements**

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award

documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

### **C. Drug Free Workplace**

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

### **D. Nondiscrimination & Equal Opportunity Assurance**

As a condition to the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act of 2014 (Pub. Law 113-128) (WIOA), the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of WIOA which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to

all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

### **E. Buy American Notice Requirement**

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the WIOA will be American made. See WIOA Section 502 – Buy American Requirements.

### **F. Salary and Bonus Limitations**

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading ‘Employment and Training’ shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

### **G. Veterans’ Priority Provisions**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program’s eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5- 03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran’s Priority Provisions.

## **State Certifications**

## **H. Certification Regarding Debarment, Suspension, Ineligibility, and Outstanding Debts**

The undersigned, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

1. No principal or executive officer of the contractor's/vendor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred; and
2. The contractor/vendor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.
3. The contractor/vendor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the Labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

## **I. Certification Regarding "Nondiscrimination In Employment In Northern Ireland: MacBride Fair Employment Principles"**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

Answer 'Yes' or 'No' to one or both of the following, as applicable.

1. Has business operations in Northern Ireland:

☐ Yes      ☐ No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles.

☐ Yes      ☐ No

## **J. Non-Collusive Bidding Certification**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own

organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit to bid for the purpose of restricting competition.

## **K. Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: [ogs.ny.gov/about/regs/docs/ListofEntities.pdf](https://ogs.ny.gov/about/regs/docs/ListofEntities.pdf) and further certifies that it will not utilize on such a Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

## **WIOA Specific Rider**

In addition to the provisions set forth in this Agreement and the Appendices, Attachments and Exhibits, to the extent the Services being provided under this Agreement are funded in whole or in part with federal Workforce Innovation and Opportunity Act funds, the following additional provisions apply:

- 1. Fraud Reporting.** Pursuant to the Workforce Innovation and Opportunity Act of 2014 (Pub. Law 113-128) ("WIOA") Section 185 and 20 CFR §667.630, any information or complaints concerning criminal fraud, waste, abuse or other criminal activity discovered by or reported in connection with a WIOA or WIOA-related program shall be immediately reported to: The United States Department of Labor, Office of the Inspector General, Office of Investigations, Room S-5514, 200 Constitution Avenue NW, Washington, D.C. 20210, Phone Number 1 -800-347-3756.

2. **Grievances.** Pursuant to WIOA Section 181 and 20 CFR §667.600, Contractor warrants and represents that it shall comply with, and shall require each Subcontractor/Consultant to comply with the grievance notification procedures set forth in SBS's grievance policies and procedures in effect during the Agreement found at: [nyc.gov/html/sbs/html/about/eo\\_wia.shtml](http://nyc.gov/html/sbs/html/about/eo_wia.shtml).
3. **Political Activity.** Pursuant to WIOA Section 194(6), no funds provided under this Agreement may be used for political activity.
4. **Sectarian Activities.** Pursuant to 20 CFR §683.255, no funds provided under this Agreement may be used in support of any religious or anti-religious activity.
5. **Union Activities.** Pursuant to 20 CFR §680.830, no funds provided under this Agreement may be used directly or indirectly to assist, promote, or deter union organizing.

## Certification

During the term of the Contract, should Labor receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Labor will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Labor shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Department reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## **Section VIII – Attachments**

Attachment A – Proposal Cover Sheet

Attachment B – Program Proposal

Attachment C – Price Proposal Form

Attachment D – Track 1 Overview

Attachment E – Track 2 Overview

Attachment F – Track 3 Overview

# Attachment A

## Proposal Cover Sheet

**RFP: Co-Designing Inclusive Employment Programs with and for People with Disabilities**

**PIN:**

### Proposer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tax Identification #: \_\_\_\_\_ Years in Operation: \_\_\_\_\_

### Proposer's Contact Person

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

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

### Proposer's Authorized Representative

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

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

## **Attachment B**

### **Program Proposal (Proposed Approach)**

The Program Proposal (Proposed Approach) is a clear, concise narrative. Refer to Section IV (Program Proposal) for guidance about what should be included in this section.

Describe in detail how the proposer will provide the work described in Section III, IV, or V 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 5 pages.

## Attachment C Price Proposal Form

**RFP: Co-Designing Inclusive Employment Programs with and for People with Disabilities**

**PIN:**

**Total Price of Year 1 (Pre-Planning and Preparation, and Co-Design Phases Only):**

**\$ \_\_\_\_\_**

**Total Price Of Year 1 In Words: \_\_\_\_\_**

Deliverables	Price
Total:	

**Printed Name of Proposer**

\_\_\_\_\_

**Signature of Proposer**

\_\_\_\_\_

**Please Complete Itemized Budget On Next Page, If Applicable**

***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.

## Proposer's Itemized Price Proposal

### RFP: Co-Designing Inclusive Employment Programs with and for People with Disabilities

PIN #:

#### Personnel Services

Please provide a line-by-line price proposal of Personnel Services (PS) costs for Year-1 (pre-planning and co-design stages) in the table below. **Note:** The format below is for reference only. Please add lines as needed.

# of Staff	Job Title	Name of Employee(s)	Wage/Hr Or Salary/Yr	Hours	% of Time*	Cost to Contract
Total Wages						
Fringe @ ____%						
Total Personnel Costs						

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

#### Assignment of Costs

Expense	Costs	Notes
Personnel Costs Tied to Outcomes		
Personnel Costs Not Tied to Outcomes		Amount available as line-item reimbursement during training.

## Other Than Personnel Services

Please provide a line-by-line price proposal of Other Than Personnel Services (OTPS) costs in the table below.

**Note:** The pre-populated items listed in the table below are not exhaustive and proposers are expected to list each OTPS cost for the Program on separate lines. The format below is for reference only. Please add lines as needed.

Expense	Cost to Contract	Notes (duration, number of items, etc.)
Hardware/Equipment		
Software		
Furniture		
Training Materials		
Insurance (Bonding & Liability)		
Other OTPS Costs (identify)		
Indirect (10%)		
<b>Total OTPS Costs</b>		

## Total Price Proposal

<b>Total PS Costs</b>		
<b>Total OTPS Costs</b>		
<b>Total Budget (PS + OTPS)</b>		

## Attachment D

### Experience Overview For Service Design Firm: Track 1

Please use the chart below to demonstrate the Proposer's experience facilitating co-design processes with service providers and community members in NYC or a similar city. Please provide an overview of the Proposer's current or past initiatives that have included training participating provider staff and their relevant co-designers in the principles and practice of co-design, design and evidence research, and service design methodologies, and facilitating workshops guiding participants through the design research process and ultimate co-design of their own programs.

- Feel free to add additional rows or space if needed
- Proposers are encouraged to submit samples, which may be summary reports or documents that were created as part of the co-design initiatives listed below for reference

<b>Program Name</b>	<b>Duration of co-design Initiative</b>	<b>Total Cost (of co-design process)</b>	<b>Target Population/Community</b>	<b>Initiative Scope: Briefly describe focus, type of services being co-designed, and goal(s) to be achieved through the initiative</b>	<b># of Co-Designers</b>	<b>Methodology: List the design methods used in the initiative</b>	<b>Was the co-designed initiative implemented? (Y/N/Unknown)</b>
<i>Initiative 1</i>							
<i>Initiative 2</i>							
<i>Initiative 3</i>							
<i>Initiative 4</i>							
<i>Initiative 5</i>							

## Attachment E

### Past Performance In Workforce Development: Track 2

Please use the charts below to demonstrate the Proposer's experience operating workforce development programs aimed at job placement for economically disadvantaged individuals, with a specific emphasis on individuals with disabilities as a primary or secondary target population in NYC or a similar city. Please provide an overview of the Proposer's current or recent programs.

- For collaborative proposals, identify the lead organization that operated the workforce development being listed in the chart.
- Feel free to add additional rows or space if needed.
- Provide information on programs that have been operated within the past five (5) years

Program Name (and lead organization, if applicable)	Start Date	Annual Budget (for program)	Name of Funding Source	Service Location	Target Population(s)	Targets People with Disabilities as Primary Participants? (Y/N)	Program Scope: Briefly describe (1) the program's key services/model, (2) length of the program for participants and, (3) any key entry qualifications
<i>Program 1</i>							
<i>Program 2</i>							
<i>Program 3</i>							
<i>Program 4</i>							
<i>Program 5</i>							



## Program Outcomes

Program Name (same program(s) as above)	Number of participants who...			For participants that obtained job placements...	
	Enrolled (annually for each of the last 3 years)	Completed (annually for each of the last 3 years)	Obtained full- time job within 6 months of completing program	Average wage at placement	Top 3 sectors that program participants were employed in
Program 1	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 2	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 3	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 4	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 5	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			

If you listed a program above that serves a general population but also includes people with disabilities (as opposed to serving people with disabilities as the target population) please use the table below to report specifically on the outcomes obtained by participants with disabilities who were served by the program.

## General Programs: Outcomes for People with Disabilities

Program Name (same program(s) as above)	Number of participants (with disabilities) who...			For participants (with disabilities) that obtained job placements...	
	Enrolled (annually for each of the last 3 years)	Completed (annually for each of the last 3 years)	Obtained full-time job within 6 months of completing program	Average wage at placement	Top 3 sectors that program participants were employed in
Program 1	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 2	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 3	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 4	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			
Program 5	Year 1:	Year 1:			
	Year 2	Year 2			
	Year 3:	Year 3:			

## Attachment F

### Experience Overview for Employer Collaboration Service Providers: Track 3

Please use the chart below to demonstrate the Proposer's experience working with employers to increase their confidence in hiring people with disabilities, improve their recruitment, retention, advancement practices and related culture change efforts to better support people with disabilities in NYC or a similar city. Please provide an overview of the Proposer's current or past initiatives providing employer-facing technical assistance to increase confidence, capacity, and implementation of inclusive recruitment processes, and build welcoming and accessible workplaces.

- Feel free to add additional rows or space if needed
- Proposers are encouraged to submit samples, which may be summary reports or documents that were created as part of the initiatives listed below for reference

<b>Name of Initiative</b>	<b>Initiative Scope: Briefly describe the type of services provided to employers</b>	<b>Impact: Briefly describe the changes that resulted from this intervention</b>	<b>Please list the employers engaged</b>	<b>Sector</b>
<i>Initiative 1</i>				
<i>Initiative 2</i>				
<i>Initiative 3</i>				
<i>Initiative 4</i>				
<i>Initiative 5</i>				