

Workforce Development Corporation (“WDC”)

Request for Proposals

**Title: NYC HER FUTURE STRATEGIC
PLAN DEVELOPMENT**

RFP PIN: 2026WDC0005

ADDENDUM #2 – Posted November 26, 2025

1. Extension of Date for Proposals Due:

Prior Due Date for Proposals: December 5, 2025 at 5:00PM EST

New Due Date for Proposals: Wednesday December 10, 2025 at 5:00PM EST

2. Questions and Answers:

I. Contract Term and Timelines

1. The RFP states an anticipated 7-month contract term beginning January 2, 2026, but the scope also specifies a “Project Close-Out by May 22, 2026,” which is less than 7 months. Can you clarify whether all deliverables, including the final strategic plan, presentation, and close-out activities, are expected to be fully completed by May 22, 2026?

All deliverables are expected to be completed by May 22, 2026.

2. Additionally, how should contractors interpret the remainder of the 7-month term beyond May 22nd? Should we assume that the remaining weeks are intended for early-stage implementation support and monitoring, or will project-related work continue through the full contract term?

This remaining period is expected to include any remaining administrative responsibilities including final invoicing and internal contract close-out for the contractor.

3. If schedule adjustments are needed (e.g., due to stakeholder availability), is there flexibility to shift the close-out date within the contract term?

Yes, schedule adjustments may be allowed within the 7-month contract term, if requested within a reasonable time and justification is provided (e.g., stakeholder availability). May 22, 2026 remains the target project close-out date.

4. What is the expected planning horizon for this strategic plan (e.g., 3-year, 5-year, or tied to the mayoral term)?

3 years.

5. Should the plan address political transitions (elections, turnover) and sustainability?

The plan should address sustainability. We are looking for proposers to provide us with their approach in ensuring so.

6. What is the expected timeline from award to project kickoff?

The contract start date is January 2, 2026 and contractors must be able to begin immediately upon receipt of notice to proceed. The kickoff is expected the first week of January 2026.

7. Are there any fixed deadlines or phased deliverables we should plan around?

Yes. The only fixed deliverable deadline is the strategic plan due by May 22, 2026. The proposer is expected to set deadlines in their proposed timeline for this agreement. Please note NYC Her Future requires at least seven (7) business days to review draft deliverables.

8. Is there flexibility to propose a phased or modular delivery approach?

Yes, proposers should provide a timeline to delivery approach that results in successful and on-time delivery of the deliverables described in the RFP. Proposers should build in and anticipate the need for flexibility.

II. Scope and Composition of Stakeholder Engagement

1. The RFP calls for at least 10–12 stakeholder engagement activities and specifies engagement with staff, program participants, and community partners. Is there an expected minimum or target number of individual stakeholders (e.g., approximate number of staff, participants, and partner organizations per event) you would like us to reach across these 10–12 activities?

The awarded contractor is expected to target the following number of stakeholders:

- Interviews: 15–25 individuals across agencies & partners
- Focus groups: 8–12 participants each
- Surveys: any number, but aim for 100+ participants if feasible
- Workshops: 15–20 participants

2. For planning purposes, can you identify any stakeholder groups or advisory bodies that have established relationships with NYC Her Future and should be incorporated into the engagement strategy?

NYC Public Schools, NYC Department of Youth and Community Development, NYC Administration for Children's Services, Mayor's Office for Economic Opportunity, Office of Talent and Workforce Development and the City University of New York

3. For stakeholder engagement activities such as focus groups, interviews, and surveys, should the Contractor plan to manage participant outreach and recruitment independently (including building outreach lists and sending invitations), or will NYC Her Future/WDC provide support such as contact lists, stakeholder introductions, or distribution of engagement invitations?

There will be a combination of contractor outreach and NYC Her Future support in introducing to current partners. The awarded contractor will then be responsible to manage all outreach and recruitment independently. Some partners may be able to identify and fill gaps with specific stakeholders.

4. How many different stakeholder groups do you feel it's important to engage in this process?

A strong proposal should include 6–8 stakeholder categories, such as:

1. City agencies
2. Community-based organizations (established and grassroots)
3. Advocacy groups
4. Employers / workforce partners by sectors
5. Youth participants
6. Cultural institutions and organizations
7. Philanthropy partners
8. Internal staff & leadership

5. Who are the mandatory stakeholders and partners (e.g., city agencies, advocacy groups, CBOs), and will WDC assist with introductions or is the contractor responsible for outreach?

NYC Her Future will support introductions to core partners (contact list will be shared with the selected vendor), but contractors must do additional outreach.

6. How should the 10–12 engagement activities be structured (e.g., interviews, focus groups, surveys)? What size or scale is expected for workshops or focus groups?

We are looking for proposers to provide us with their approach on the structure of the engagement activities. Please see response to Question 1 in this Section II for expected size and scale.

7. Will WDC or NYC Her Future handle logistics for stakeholder engagement events, or should the contractor budget for hosting and management?

The contractor is responsible for logistics, costs, venues, and materials unless otherwise arranged by NYC Her Future.

8. Does the office anticipate any sensitive areas we should tread carefully around?

Sensitivities may include, but not limited to, gender-based violence, youth privacy, immigration status, health-related needs, reproductive health topics, and socioeconomic vulnerabilities.

9. What role will NYC Her Future play in the logistical planning and invitations for stakeholder engagement deliverables?

When possible, NYC Her Future will provide introductions to current partners, stakeholders, and relevant City agencies, help with credibility and access, particularly with government or longstanding partners, and offer guidance on which stakeholders must be included.

NYC Her Future will not handle full logistics, manage invitations independently, book venues or cover event costs, manage registration, reminders, RSVPs or facilitations, and coordinate scheduling beyond connections/introductions.

The Contractor must handle full logistical planning, sending invitations, managing RSVPs, running engagement sessions, providing materials, technology, facilitation. NYC Her Future may offer conference room space on-site when available, but it is not guaranteed.

10. Can you confirm who is expected to cover the costs for space rentals, materials, and catering for any in-person stakeholder sessions?

The contractor will be responsible to cover the costs; however, NYC Her Future may offer conference room space when possible. WDC encourages the contractor to seek free to low-cost space rentals. The contractor may also secure any in-kind funding that may supplement costs for space rentals, materials, and catering. Catering costs are subject to approval and if approved, such food, drinks and associated costs should be reasonable and appropriate, especially where minors are participating.

11. Are there language access or cultural competency requirements for engagement activities?

Yes. The response should demonstrate both experience and capacity to inform a strategy and growth change mindset that foster culturally competent and inclusions programming. The contractor should be ready to provide language access if the specific stakeholders require it.

III. Engagement of Young Women and Girls (Minors)

1. To appropriately scope stakeholder engagement, can you clarify whether NYC Her Future anticipates in-person engagement with minors (e.g., high school-aged participants) as part of this project? If so, will the City provide guidance on parental consent, youth assent, and any data-privacy protocols?

NYC Her Future does not engage with minors directly. We design and fund programs in partnership with city agencies. There is a limited access pool of current participants that can be connected through program partners at city agencies like NYC

Department of Youth and Community Development and NYC DOE. Each program may provide guidance on their consent protocols.

For all participants, including minors, the awarded contractor is responsible for ensuring all consent protocols, including liability waivers, cover NYC Her Future, Workforce Development Corporation, and the Department of Small Business Services. If the contractor has any questions during the term of this agreement about consent protocols, please email wdccontracting@sbs.nyc.gov.

2. Additionally, since NYC Her Future has been active since April 2024, should the Contractor assume there is an existing pool of past or current participants (recognizing that some may have aged out or are no longer actively engaged), that may be available for interviews, focus groups, or surveys?

NYC Her Future does not provide direct services. We design and fund programs in partnership with city agencies. There is a limited access pool of current participants that can be connected through program partners at city agencies like NYC Department of Youth and Community Development and NYC Public Schools.

3. Are there specific language access requirements, such as providing materials in Spanish or other languages that the Contractor should plan to incorporate into all youth- and family-facing engagement materials? (e.g., surveys, focus group guides, consent forms)?

At minimum, Spanish and another language depending on the stakeholders participating should be included.

4. Assuming some stakeholder engagement activities will include minors or youth participants, what consent and safeguarding protocols apply?

In addition to consent protocols provided by partner agencies, the awarded contractor must maintain the highest standards of both personal and professional behavior when engaging with minors under this agreement. WDC requests proposals to outline their guidelines for working with minors in their proposals.

5. Are there specific policy domains or populations they want emphasized (youth, caregivers, LGBTQIA+ women, returning citizens, etc.)?
Emphasis on young women and girls ages 14 – 24, justice-impacted women and girls, birthing parents, and immigrants.

Justice-impacted women are defined as women and gender-expansive individuals who have been affected by the criminal legal system in any capacity, including but not limited to arrest, conviction, incarceration, probation, parole, diversion programs, court involvement, or having ongoing legal system obligations. This term also includes women who are indirectly impacted through the incarceration or supervision

of family members, as they frequently experience secondary economic, social, and emotional consequences of the legal system.

Birth parents are defined as individuals who carry and give birth to a child, regardless of their gender identity. This term intentionally includes women, transgender men, non-binary people, and any person capable of pregnancy and childbirth.

6. Are there specific demographic or geographic breakdowns required for analysis?
NYC Her Future's target population is young women and girls ages 14 – 26 and those that identify as such, however, some initiatives support older individuals. NYC Her Future focuses on New York City only. Please also see above response to Question 5.

IV. Geographic & Modality Expectations (In-Person vs. Virtual)

1. Are there any expectations or preferences regarding in-person vs. virtual engagement activities (e.g., minimum number that must be in person)?

A hybrid model is expected. Focus groups and workshops should aim to be in-person but virtual options can provide a broader reach when needed.

2. If in-person engagement is expected, is there any guidance on locations (e.g., all five boroughs, City facilities only) and time-of-day constraints (evenings/weekends to accommodate participants)?

The contractor should plan for five-borough representation. Please use City facilities where offered, such as schools, libraries, and community centers. Virtual options are encouraged where it is appropriate to provide broader reach and flexibility to accommodate participants.

3. Will NYC Her Future/WDC provide meeting space?

NYC Her Future may support but cannot guarantee meeting space. The contractor should assume responsibility unless NYC Her Future offers. WDC will not provide meeting space.

4. Does the team prefer to work virtually or in person? If the latter, are there facilities that could be made available for regular meetings, including adequate space and projection capabilities?

NYC Her Future works on a hybrid schedule but will meet in-person for the first check-in with the contractor. NYC Her Future will provide a conference room on-site for this first meeting. The following check-ins can be virtual.

5. What are the preferred stakeholder engagement formats (virtual vs in-person)?

Please see response to Question 1 in this Section IV.

6. What percent of the stakeholder engagement activities are anticipated to be in-person?
Please see response to Question 1 in this Section IV.

V. Access to Existing Data and Materials

1. To effectively conduct the assessment and SWOT analysis described in the Scope of Services, will the Contractor have access to existing data sets such as program participation data, evaluation reports, administrative data, or prior surveys related to NYC Her Future or related City initiatives?

Yes. The contractor will be given access to existing NYC Her Future program data needed to complete the assessment and SWOT analysis. Because some participants may be minors or part of vulnerable populations, data will be de-identified, access may require privacy protections, and some datasets may have restricted fields. Access will be provided in a form that allows meaningful analysis and strategic planning.

2. To ensure alignment with existing City priorities, can you confirm whether NYC Her Future or the Mayor's Office of Equity & Racial Justice has any existing strategic frameworks, logic models, or theories of change that the Contractor should use as a foundation for the strategic plan?

No, we are looking for proposers to provide us with their approach and if any existing frameworks, logic models, or theories of change are appropriate foundations for our strategic plan.

3. Please elaborate on the quantitative requirements. Are there methodologies or technologies specifically you are looking for? What might be the existing data that is available as the foundation of data analysis?

We are looking for proposers to provide us with their approach. The contractor, upon completion of the strategic plan, should propose quantitative targets for NYC Her Future for the next 3 years.

4. Are there existing impact measurement efforts? What might they be? (This can help inform the impact measurement part of the proposal.)

Key performance indicators vary from program to program, but all programs report out on participation data and any workshop completion/certification attainment. We are looking to the contractor to provide uniform and evidence-based metrics for data collection.

5. To inform the development of the performance metrics and evaluation framework, can you confirm whether there are existing Citywide or Mayor's Office of Equity and Racial Justice indicators for gender equity and women's economic empowerment that the strategic plan should align with? For example, if the City already tracks indicators such

as participation rates or outcomes for young women, will we need to ensure the strategic plan's goals and metrics align with those existing measures, or will the Contractor need to propose a new metrics framework from scratch?

There are several indicators that [EquityNYC](#) reports on, including education and economic security and mobility. The metrics proposed by the contractor must be compatible with City priorities. The contractor should also expect to propose a strengthened or expanded metrics framework because no comprehensive NYC Her Future-specific framework currently exists.

6. Are there existing priorities, pillars, or program documents that should inform the strategic plan?

NYC Her Future has the following priorities: Education, Health and Safety, Workforce Development and smaller focus areas are Mentoring, Culture, Financial Empowerment Civic Engagement, Reproductive Health Justice, Womb Care and STEAM. Additional details will be shared with the awarded contractor. Proposers are encouraged to review NYC Her Future's [website](#) for more details.

7. Are there existing evaluations, landscape analyses, or performance metrics that must be incorporated or aligned with (e.g., from NYC Opportunity, Mayor's Management Report, or Workforce Equity frameworks)?

Please see response to the questions above in this Section V.

8. What level of interoperability with existing systems is expected?

Data access will be provided as needed and can include program participation data, existing reports, and administrative data from NYC Her Future.

VI. Communications & Engagement Plan

1. The Scope of Services indicates that the Contractor will develop strategic goals, implementation strategies, and early-stage implementation tools. For planning purposes, can you clarify whether the deliverables should remain at the strategic framework level, or if NYC Her Future also anticipates tactical communication materials such as sample messaging, content calendars, one-pagers, or slide templates to support future rollout?

Yes, the deliverables should include light, framework level materials such as messaging pillars, audience map, sample rollout timeline, and a one-pager template.

2. Are there existing branding, style, or communications guidelines for NYC Her Future and/or the Mayor's Office of Equity and Racial Justice that the Contractor will be expected to follow? If not, should the Contractor plan to develop any foundational brand or style guidance as part of the strategic planning deliverables?

NYC Her Future has an established logo and color palette for branding.

3. Should the final deliverable include a communications plan for rollout (e.g., press announcement, digital assets)?

Yes, a press announcement as well as light, framework level materials such as messaging pillars, audience map, sample rollout timeline, and one-pager template.

VII. Strategic Plan

1. Will the comprehensive strategic plan be shared publicly (either online or through a press conference)?

No, the full plan is not currently anticipated to be shared publicly. We may share parts of the plan in the future. The plan and any documents may be subject to the Freedom of Information Law.

2. How do you envision the strategic plan will be used?

The strategic plan will inform programs, policies, and procedures for the office. The plan will serve as a guide for office leadership and staff.

3. What is the intended timeframe for the strategic plan (e.g., 1-3 years, 3–5 years, or more)?

3 years.

4. How should NYC Her Future’s strategic plan align with other equity-focused City efforts (Women's Forward NYC, MWBE initiatives, workforce strategy, Mayor's Office of Equity priorities, etc.)?

The strategic plan should be aligned with the focus on the larger Mayor’s Office of Equity and Racial Justice’s efforts. More information about them can be found on their [website](#).

5. What are the formatting and accessibility requirements for the final plan (visual elements, ADA compliance, translations, public-facing summary)?

The final plan should be formatted with a structured layout with clear sections (executive summary, goals, metrics, etc.); charts, diagrams, metrics tables, and timeline visuals; stakeholder engagement summaries; and implementation roadmaps.

There are no restrictions on design approach beyond ADA accessibility and using the NYC Her Future brand (logo and color palette).

Any public facing documents should be produced in compliance with any applicable federal, state, or local laws and regulations, including ADA and language access.

6. How much time should be allocated for WDC review and feedback on drafts?

NYC Her Future will need at minimum seven (7) business days to review and provide feedback on drafts.

7. How many rounds of revision are expected for the draft strategic plan?
There are two (2) rounds of revision expected for the draft strategic plan.
8. Will there be a planning group or steering committee involved? If so, who comprises that group?
No.
9. What is the anticipated availability of staff and/or planning group members for working sessions?
Biweekly.
10. What is the preferred communication cadence between our team and your project leads (e.g., weekly or biweekly check-ins, shared project management tools)?
Biweekly check-ins with shared project management tools.
11. Will there be opportunities for collaborative workshops or technical alignment sessions before final deliverable milestones?
Yes.
12. Could you clarify the specific technical requirements or deliverables expected in the RFP scope?
The core technical deliverables are a comprehensive assessment of existing NYC Her Future policies, programs, and operations, a full SWOT analysis, at least 10-12 stakeholder engagement activities, a fully developed strategic plan, interim findings presentations, a final presentation, and early-stage implementation supports. No specific software platforms or data systems are mandated. Contractors may propose their own tools and methodologies.

VIII. Implementation

1. What level of implementation support is expected (tools, training, advisory vs hands-on)?
Early-stage implementation is needed which can include action plans, dashboards or monitoring tools, templates, and high-level coaching or orientation.
2. Should the contractor develop monitoring tools (e.g., dashboards) for ongoing evaluation?
Yes.
3. How will success be defined and measured during and after implementation?
We are looking for proposers to provide us with their approach in the strategic plan. Success for the Contractor equals completion of deliverables on time, quality and usability of the strategic plan, engagement breadth, evidence-based and actionable recommendations, and adoptability of tools for implementation.

4. Could you clarify the deliverable “supporting early-stage implementation by preparing tools such as action plans, monitoring frameworks, and reporting templates to ensure sustainability of the plan”? Additionally, can you confirm whether this is expected to be completed within the 7-month timeframe or the extended 1-year period?

Alongside the strategic plan, the Contractor will create practical tools that enable NYC Her Future to begin implementation. These tools are not full-scale implementation but early-stage supports. The mentioned tools are lightweight but actionable support meant to ensure the plan is usable on Day 1. The deliverables should be submitted by May 22, 2026. Please see response to Question 1 of this Section.

IX. Intellectual Property

1. Can you confirm that any proprietary tools or methodologies the Contractor brings to the project will remain the Contractor’s intellectual property, and that WDC will only have rights to use the specific customized versions delivered under this contract? (e.g., diagnostic frameworks, facilitation methodologies, survey instruments we use across clients)

Please review Appendix A, Article 6 on the WDC website for the intellectual property provisions that apply to this agreement. Generally, pre-existing tools generally remain Contractor’s property, but all deliverables and customized tools that are considered Work Product or work-made-for-hire become WDC/NYC Her Future property.

2. Would WDC be open to clarifying that the Contractor retains ownership of pre-existing frameworks and methodologies, while WDC owns only the customized deliverables created for this project?

Please see response to Question 1 of this Section.

3. Will any intellectual property generated be retained by the vendor or transferred to the client?

NYC Her Future retains ownership as described in Appendix A.

X. Proposal Questions

1. The Program Proposal is limited to four (4) pages and asks that we “attach a proposed work plan and timeline.” Should the work plan and timeline be included within the 4-page limit, or may they be attached as an appendix not counted against that limit?

Proposers may attach a work plan and timeline as an appendix and that would not be counted against the limit.

2. Are there any page limits to the proposal

The program proposal is limited to four (4) pages.

3. Would you welcome or require references or sample work?
NYC Her Future welcomes any relevant sample work.
4. Are there any demonstration or proof-of-concept expectations before selection?
No.

XI. Evaluation Process

1. Do you have an anticipated timeframe for interviews or presentations, if WDC opts to conduct them, and an approximate target date for contract award?
WDC anticipates scheduling interviews or presentations, if any, when the evaluation process is complete. As stated in Section V of the RFP, WDC may choose to conduct site visits, interviews, or presentations as WDC deems applicable and appropriate, with one, some, or all proposers. WDC may also choose not to conduct site visits, interviews, or presentations, so all proposers should submit an initial proposal that contains its best programmatic and price terms. Also see Section I Contract Term and Timelines.
2. How will proposals be evaluated — primarily on cost, technical approach, or past experience?
The proposals will be evaluated as follows: Experience (35%), Organizational Capability (30%), and Proposed Approach (35%). 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). For more information, please see Section V of the RFP.
3. How will preferred qualifications (e.g., gender equity expertise) be weighed against minimum requirements?
Minimum qualifications are mandatory requirements that a proposer must meet to be considered eligible to be evaluated. Once a proposer is determined to meet the minimum qualifications, each proposal will be evaluated against the evaluation criteria outlined in the RFP. Each preferred qualification will be considered within that evaluation criteria.
4. What weighting will be applied to innovation or scalability in the evaluation process?
WDC welcomes any proposal that presents an approach for NYC Her Future to consider related to innovation or scalability of its programs. Also see Question 2 of this section for evaluation breakdown.

XII. Contract Management

1. As this contract would run over two Fiscal Calendars, do we anticipate two separate contracts, one for each year?
There will only be one (1) contract.

2. Would this contract need to be reviewed and confirmed by the comptroller's office?
No, this contract will not need to be reviewed and confirmed by the NYC Comptroller's Office. This contract is subject to audits and investigations as described in Appendix A.
3. Do you foresee any challenges as a result of the administration changes in the Mayor's office for your initiative?
No.
4. Who will be the primary technical and administrative points of contact on your side?
The points of contact from NYC Her Future will be the Chief of Staff and Senior Advisor. WDC holds the contract and will be providing contract and fiscal support.
5. How often is the core team willing to get together to advance this work?
Biweekly.
6. What are the reporting and documentation requirements throughout the project lifecycle?
Biweekly check-ins, milestone memos, drafts and final deliverables, stakeholder engagement summaries, and project close-out documentation.

XIII. Legal and Compliance

1. Are there standard contract terms or data ownership clauses we should review in advance?
Please review Appendix A as provided on the WDC Contracting website. The Privacy Protection is now added to this Addendum and also provided on the WDC Contracting website.
2. Are there data security or compliance standards (e.g., HIPAA, FERPA, GDPR) that must be met?
The awarded contractor must comply with all applicable laws and regulations that are in effect at the time the services are performed. While WDC and NYC Her Future do not currently contemplate that any services provided under this agreement or data or information used will trigger complying with HIPAA, FERPA, or GDPR, this may be subject to change and the contractor will be required to comply.
3. What are the compliance requirements related to NYC procurement laws and workforce regulations?
WDC will follow its own procurement rules and processes. As a closely affiliated nonprofit of the Department of Small Business Services, WDC will adhere to the procurement rules and processes required by the funding source.

The proposer is expected to be in compliance with all relevant laws, rules, and regulations.

4. Are there any constraints or expectations around the use of technology (e.g., dashboards, AI tools) in outreach or deliverables?

Technology should not create privacy risks, especially with youth/minor engagement. AI tools may be used if they support analysis or insight generation, but the data and technology must be in accordance with [City standards](#).

WDC Privacy Protection Rider

1. Purpose.

The WDC Privacy Officer has determined that an important privacy risk is implicated by the services provided under this Agreement. Contractor agrees to comply with this Privacy Protection Rider ("Rider") and the Identifying Information Law, as applicable, in the performance of this Agreement.

2. Definitions.

- A. "Access" to Identifying Information means gaining the ability to read, use, copy, modify, process, or delete any information whether or not by automated means.
- B. "Authorized Users" means employees, officials, subcontractors, or agents of Contractor whose collection, use, disclosure of, or access to Identifying Information is necessary to carry out the Permitted Purpose.
- C. "Chief Privacy Officer" means the City's Chief Privacy Officer.
- D. "City" means the City of New York.
- E. "Collection" means an action to receive, retrieve, extract, or access Identifying Information. Collection does not include receiving information that Contractor did not ask for.
- F. "Contractor" means an entity entering into this Agreement with WDC.
- G. "Disclosure" means releasing, transferring, disseminating, giving access to, or otherwise providing Identifying Information in any manner outside Contractor. Disclosure includes accidentally releasing information and access to Identifying Information obtained through a potential unauthorized access to Contractor's systems or records.
- H. "Exigent Circumstances" means cases where following this Rider would cause undue delays.
- I. "Identifying Information" means any information provided by WDC to Contractor or obtained by Contractor in connection with this Agreement that may be used on its own or with other information to identify or locate an individual.
- J. "Identifying Information Law" means §§ 23-1201-1205 of the Administrative Code of the City of New York.
- K. "Permitted Purpose" means a use of Identifying Information that is necessary to carry out the Contractor's obligations under this Agreement.

- L. "Sensitive Identifying Information" means Identifying Information that poses a higher risk of harm to an individual or members of an individual's household. Examples of harm are identity theft, danger to health and safety, severe financial loss, reputational harm, or other harms dependent upon any protected status of an individual.
- M. "Use" of Identifying Information means any operation performed on Identifying Information, whether or not via automated means, such as collection, storage, transmission, consultation, retrieval, disclosure, or destruction.
- N. "WDC" means the Workforce Development Corporation.
- O. "WDC Privacy Officer" means the position delegated authority by the WDC Board of Directors to coordinate and oversee privacy matters, including but not limited to the collection and disclosure of Identifying Information and Sensitive Identifying Information by third parties.

3. General Requirements.

- A. Contractor will use appropriate physical, technological, and procedural safeguards to protect the security of Identifying Information and will take reasonable measures to prevent harm to WDC, the City, and the individuals whose Identifying Information is subject to this Agreement.
- B. Contractor will restrict collection, use, disclosure of, or access to Identifying Information to Authorized Users for a Permitted Purpose.
- C. Contractor will comply with the Citywide Cybersecurity Requirements for Vendors and Contractors set forth by the New York City Office of Technology and Innovation and its Office of Cyber Command as they appear at <https://nyc.gov/infosec> as applicable. Contractor will ensure that Authorized Users understand and comply with the provisions of this Agreement applicable to Identifying Information.
- D. Contractor and Authorized Users will not use Identifying Information for personal benefit or the benefit of another, nor publish, sell, license, distribute, or otherwise reveal Identifying Information outside the terms of this Agreement.

4. Collection.

- A. Absent Exigent Circumstances (Section 7), Contractor may collect Identifying Information if the collection:
 - i. has been approved by the WDC Privacy Officer;
 - ii. is required by law or treaty;
 - iii. is required by the New York City Police Department in connection with a criminal investigation; or

- iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or other individual who is not legally competent.

5. Disclosure.

A. Absent Exigent Circumstances (Section 7), Contractor may disclose Identifying Information if the disclosure:

- i. has been approved by the WDC Privacy Officer;
- ii. is required by law or treaty;
- iii. is to the New York City Police Department in connection with a criminal investigation;
- iv. is required by a City agency in connection with an open investigation concerning the welfare of a minor or an individual who is not legally competent; or
- v. has been authorized in writing by the individual to whom such information pertains or, if such individual is a minor or is otherwise not legally competent, by such individual's parent, legal guardian, or other person with legal authority to consent on behalf of the individual.

B. If Contractor is required by law to disclose Identifying Information, it will: (a) as soon as practicable, but not later than one business day after it learns of the required disclosure, notify WDC; and (b) disclose the Identifying Information only to the extent allowed under a protective order or as necessary to comply with the law.

6. Disclosures of Identifying Information to Third Parties.

Unless prohibited by law, Contractor will promptly notify the WDC Privacy Officer of any third-party requests for Identifying Information, cooperate with the WDC Privacy Officer to handle such requests, and comply with the Citywide Privacy Protection Protocols of the Chief Privacy Officer concerning requirements for a written agreement governing the disclosure of Identifying Information to a third party.

7. Exigent Circumstances.

A. Notwithstanding Section 4 (Collection) and 5 (Disclosure), if Contractor collects or discloses Identifying Information due to Exigent Circumstances with no other basis for collection or disclosure under subdivisions (b) or (c) of Section 23-1202, then as soon as practicable after the collection or disclosure but not to exceed 24 hours, Contractor will send to the WDC Privacy Officer in writing:

- i. The name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the WDC Privacy Officer;

- ii. A description of the Exigent Circumstances, including a detailed timeline, all involved parties, the types of Identifying Information disclosed or collected, and Contractor's estimate of the likelihood of the Exigent Circumstances reoccurring.
- B. If the WDC Privacy Officer determines the collection or disclosure was not made under Exigent Circumstances, the collection or disclosure will be deemed in violation of this Rider and subject to Section 8 {Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information}.

8. Unauthorized Collection, Use, Disclosure of, or Access to Identifying Information.

- A. If Contractor collects, uses, discloses, or accesses Identifying Information in violation of this Rider, Contractor will:
 - i. notify the WDC Privacy Officer in writing as soon as practicable but no later than 24 hours after discovery, including a description of the collection, disclosure, use, or access, the types of Identifying Information that may have been involved or compromised, the names and affiliations of the parties (if known) who gained access to Identifying Information without authorization, and a description of the steps taken, if any, to mitigate the effects of the collection, disclosure, use, or access;
 - ii. provide the name, e-mail address, phone number, and title of a Contractor point of contact with sufficient knowledge and authority who will respond promptly to and collaborate with the WDC Privacy Officer and relevant City officials, including the Chief Privacy Officer, Office of CyberCommand, and the City's Law Department, to investigate the occurrence and scope of the collection, disclosure, use, or access, and make any required or voluntary notices;
 - iii. take all reasonably necessary steps, as determined by the WDC Privacy Officer, to prevent or mitigate the effects of the unauthorized collection, use, disclosure, or access.
- B. If there is an alleged collection, use, disclosure, or access violation, WDC may investigate the alleged violation. Contractor will cooperate with the investigation, which may include prompt:
 - i. provision to the City of information related to security controls and processes, such as third-party certifications, policies and procedures, self-assessments, independent evaluations and audits, view-only samples of security controls, logs, files, incident reports or evaluations;
 - ii. verbal interviews of individuals with knowledge of Contractor's security controls and processes or the unauthorized collection, use, disclosure, or access;
 - iii. an evaluation or audit by the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access;
 - iv. an evaluation or audit by Contractor of its security controls and processes and the

unauthorized collection, use, disclosure, or access, and provision of any attendant results to the City; or,

- v. an independent evaluation or audit to be provided to the City of Contractor's security controls and processes, and the unauthorized collection, use, disclosure, or access.
- C. If the WDC Privacy Officer or the Chief Privacy Officer determine that an unauthorized collection, use, disclosure, or access requires notification to individuals pursuant to any law or the policies and protocols promulgated by the Chief Privacy Officer under subdivision 6 of Section 23- 1203, then the WDC Privacy Officer will inform Contractor whether WDC or the Contractor will issue the notification. If the WDC Privacy Officer directs Contractor to issue the notification, the notification will be issued in writing as soon as practicable and will conform to the WDC Privacy Officer's instructions as to form, content, scope, and recipients.
- D. Monies and Set-off.
- i. Contractor will pay for services deemed necessary by the WDC Privacy Officer to address the collection, use, disclosure, or access to Identifying Information in violation of this Rider. Services may include: (a) notifications; (b) credit monitoring services; (c) payment of any fines or disallowances imposed by the State or federal government related to the violative collection, use, disclosure, or access; (d) other actions mandated by any law, administrative or judicial order, WDC Privacy Officer, or the Chief Privacy Officer.
 - ii. At the WDC Privacy Officer's discretion, WDC may pay for services deemed necessary to address Contractor's collection, disclosure, use, or access of Identifying Information in violation of this Rider. If the WDC pays for any of these services, it may submit invoices to Contractor and Contractor will promptly reimburse WDC.
 - iii. Should Contractor refuse to pay for services deemed necessary by the WDC Privacy Officer, then for the purpose of set-off in sufficient sums and without waiver of any other rights and remedies, WDC may:
 - a. withhold further payments under this Agreement to cover the costs of notifications or other actions mandated by any law, administrative or judicial order, or the Chief Privacy Officer, including any related fines or disallowances imposed by the State or federal government; and,
 - b. withhold further payments to cover the costs of credit monitoring services by a national credit reporting agency and any other commercially reasonable preventive measure.
- E. Contractor is not required to make any notification that would compromise public safety, violate any law, or interfere with a law enforcement investigation or other investigative activity by WDC.

9. Retention.

Contractor will retain Identifying Information as required by law or as otherwise necessary in furtherance of this Agreement, or as otherwise approved by the WDC Privacy Officer.

10. Destruction of Identifying Information.

If WDC instructs Contractor to destroy Identifying Information, Contractor will destroy it within 30 days after receiving the instruction in a way it cannot be reconstructed, subject to any litigation holds. Contractor will provide written confirmation to the WDC Privacy Officer that it has destroyed the Identifying Information within 30 days after receiving the instruction. If it is impossible for Contractor to destroy the Identifying Information, Contractor will promptly explain in writing why it is impossible, and will, upon receiving the destruction request, immediately stop accessing or using the Identifying Information, and will maintain the Identifying Information in accordance with this Rider.

11. Reporting and Coordination with WDC Privacy Officer.

- A. Contractor will provide WDC with reports as requested by the WDC Privacy Officer or Chief Privacy Officer regarding Contractor's collection, use, retention, disclosure of, and access to Identifying Information including: (i) the types of Identifying Information collected, retained, disclosed, or accessed; (ii) the types of collections and disclosures classified as "routine" and any collections or disclosures approved by the WDC Privacy Officer or Chief Privacy Officer; and (iii) any other related information that may be reasonably required by the WDC Privacy Officer or Chief Privacy Officer.
- B. WDC may assign powers and duties of the WDC Privacy Officer to Contractor for purposes of this Agreement. In such event, Contractor will exercise those powers and duties in accordance with applicable law in relation to this Agreement and will comply with directions of the WDC Privacy Officer and Chief Privacy Officer concerning coordination and reporting.

12. Subcontracts.

- A. Contractor will include this Rider in all subcontracts to provide services in connection with this Agreement.
- B. Contractor will be responsible to WDC for compliance with this Rider by its subcontractors in connection with this Agreement.

13. Conflicts with Provisions Governing Records, Reports, and Investigations.

To the extent allowed by law, the provisions of this Rider will control if there is a conflict between any of the provisions of this Rider and, as applicable, Article 5 of Appendix A (WDC General Provisions Governing Contracts for Consultants, Professional, Technical, Human, and Client Services); if Article 5 of Appendix A does not apply, the Investigations Clause, and other provisions concerning records retention and reports designated elsewhere in this Agreement.

14. Construction.

Notwithstanding any contrary provision in this Agreement, to the extent allowed by law, the more restrictive provision concerning collection, use, disclosure of, or access to Identifying Information will control. The provisions of this Rider do not replace or supersede any other obligations or requirements of this Agreement.