



NYC BigApps Competition Q&A

1. Does NYCEDC intend to award venture or seed capital to provide additional funding to the Competition winners?

No. NYCEDC will not award seed or venture capital to Competition winners. The Competition may provide visibility for winners and finalists among investors interested in commercially viable applications. However, there is no guarantee that winning the Competition will lead to ongoing funding or investment. Commercial viability is only one of several criteria on which submitted applications will be judged.

2. Can you share the types of data that will be made available?

Numerous examples of City data can be found on City agency pages at NYC.gov. We anticipate that over 25 City agencies will be contributing data. Particular emphasis will be placed on event based data and geo-spatial data but the data sets will not be limited to these. NYCEDC has issued the NYC Data RFEI to solicit ideas and suggestions from the community at large. The RFEI can be found at www.nycedc.com/RFP.

3. Will this be raw data?

Yes.

4. Will the data be accessible through an API?

No.

5. Will the data be released and will vendors be able to use/reference the data before submitting responses to the RFP?

No.

6. What is the process for getting data that is not made publicly available?

NYCEDC and DoITT will welcome ongoing suggestions from the Consultant and potential entrants on what data should be made available. We anticipate that BigApps will be a multi-year competition with new data released each year. Some City data will

not be made public due to privacy or security concerns and some data will take longer to release due to the technical resources required to reformat it.

7. Who is building the data catalog?

The City's Department of Information Technology & Telecommunications (DoITT).

8. Are there accessibility guidelines? Java, Flash etc.?

Currently no accessibility guidelines for submitted applications have been defined. We welcome suggestions from respondents to the RFP if they believe such guidelines should be put in place.

9. How does public voting work? How much does this influence who wins the competition?

The Competition website will point the public to submissions deemed functional in the Consultant's initial screening. We anticipate a separate award track for the public's favorite application. Other award winners will be determined by a panel of judges.

10. What support will the City provide post-competition?

Post-Competition support for winners is yet to be determined. It may include in-kind prizes that could assist Competition winners in further developing their submitted applications and commercial businesses related to those applications.

11. Who ultimately owns the intellectual property (the submitted applications)?

While we anticipate that the entrant will own the intellectual property ("IP") rights to their submitted applications, it is anticipated that, at a minimum, winning entrants will be asked to provide NYCEDC, the City, the Consultant and the public a non-exclusive license to use the submitted applications for a period of time afterwards. The terms and conditions of the Competition, including IP rights, have not been finalized. We welcome suggested terms from respondents in their proposals.

12. Are there any guidelines or recommendations with respect to funding for the Consultant?

We suggest respondents outline a budget of no more than \$50,000 per year, not including the cost of prizes.

13. Is there a marketing budget?

The Consultant will be expected to cover marketing costs associated with the Competition and respondents to the RFP should outline expected marketing costs.

14. What other programs serve as good models for this competition?

Other software application competitions based on government data include Washington D.C.'s Apps for Democracy and Apps for America, a competition based around federal government data available on data.gov. Business plan competitions held by universities and other organizations might also provide instructive models.

15. Is the term of the contract 3 years?

Yes, subject to the General Terms and Conditions (Part II) of the Contract including, without limitation, Article 3 related to suspension or termination for cause and for convenience.

16. Do the Consultant or competition entrants have to be based in New York City?

It is presently anticipated that entrants may be required to be based in New York City given our goal to encourage local entrepreneurship and City tech sector development. The Consultant does not have to be based in New York City.

17. Are there City-managed spaces that may be available for the awards ceremony?

The City may be able to assist with providing a low cost venue for the awards ceremony. However, you should not factor this into your proposed budget as we cannot guarantee such space.

18. Will there be resources for the Consultant provided by NYCEDC or DoITT?

The Consultant will be the first point of contact for Competition entrants. DoITT will provide the Consultant access to a team of application developers and data specialists to assist where necessary. NYCEDC will support the Consultant with other non-technical issues related to the Competition.

19. What are the selection criteria and is price negotiable?

With respect to Selection Criteria, see Part I of the RFP, Section 2.2.8. With respect to price please see the answer to Question 12 above.

20. What is the timeframe for completing the Competition Website following the Notice to Proceed? Is it 4 or 6 weeks?

4 weeks.

21. What role will NYCEDC's internal MIS have?

It is not anticipated that NYCEDC's internal MIS will play a role in this project. DoITT will be the only technical liaison for the Consultant.

22. Who will host the website where City data can be accessed?

DoITT will host the data website and the Consultant will be expected to host the Competition Website and link to DoITT's data site.

23. What is your position on open source?

We welcome the development of open source applications that utilize City data. We do not anticipate that the Competition will be focused exclusively on open source applications. We may offer a prize track for open source. We welcome respondents' suggestions how the Competition could provide incentives for the creation of open source applications as well as proprietary applications.

24. Are there any other policy objectives that we should be aware of?

The City's policy objectives for the Competition are outlined in the Contract Draft, Appendix B, Part II, Section B. For the first BigApps Competition, we are seeking to make available as much data as possible and do not anticipate focusing the competition around specific data sets or application themes. However, for future Competitions, we may focus on a theme (for example, public safety, or public health). Respondents are welcome to suggest themes for the Competition.

25. Is M/WBE utilization required?

No, but it is certainly encouraged.

26. Are there any restrictions on multiple individuals/companies collaborating on a proposal (response to the RFP) or submitted application for the Competition?

No.

27. Is the RFEI process similar to existing online forums where ideas are discussed about what government data should be made public?

The NYC Data RFEI is a specific process being employed by NYCEDC to solicit public input on what data the City should make available and how it could be used. There are no online forums associated with this RFEI.

28. Will respondents to the RFP have access to responses to the RFEI before the proposal due date?

No.

29. What is your ideal target entrant for the Competition?

We do not have an ideal entrant. However, we anticipate that preference will be given to, or eligibility limited to, individuals and organizations based in New York City.

30. Do organizations responding to the RFP have to have experience running competitions?

The Selection Criteria are outlined in Part I of the RFP, Section 2.2.8. Experience running competitions is one factor to be considered, but not the exclusive determining criterion.

31. What is the ideal outcome of the competition? How is success measured?

The goals of the Competition are outlined in the Contract Draft, Appendix B, Part II.B.

32. How responsive will NYCEDC be to daily requests and communication about the project?

The process for reviewing the Consultant's Work Product is addressed in Appendix B to the Contract Draft, specifically in Part IV, General Administrative Services. We anticipate working very closely with the Consultant in administering the Competition. NYCEDC will provide a project manager to coordinate approvals of the Consultant's work product and help administer the Competition.

33. You mentioned that you were going to potentially engage a private sector sponsor. Do you expect that we enter our bid having secured a sponsor?

Private sponsor commitments or pledges solicited by respondents are not part of the Selection Criteria outlined in Part I of the RFP, Section 2.2.8. If you do decide to pursue a private sector sponsor, you should include details of this in your proposal. Keep in mind that there may be conflict of interest issues that arise and some private sponsors may wish to stipulate terms of the Competition that are not consistent with the City's objectives.

34. Can New York City employee's participate in the NYC Big Apps competition?

Employees of the City and NYCEDC will not be eligible to compete for City funded prizes in the Competition. It may be possible to have a separate award track to recognize the best application developed by a City employee.

35. Is CUNY eligible to participate or is it considered a City agency?

CUNY is not considered a City agency and is eligible to respond to the RFP.

36. Regarding Section 2.2.2.1: Is this RFP open to private sector companies?

Yes.

37. Will you be publishing the names of pre-proposal conference attendees and/or the names of entities that have expressed an interest in proposing on this RFP?

No.

38. Do we have to be an approved vendor at the time of sending in the proposal, or does that come into play later? If so, would it take too long to become an approved vendor to make it worthwhile putting together a proposal?

Please see Part II of the RFP, General Requirements, Section 7.1: “The successful respondent shall cooperate in supplying any information as may be required with respect to the Vendex Clearance Forms, and any other government review and approval forms.”

39. What software and hardware platforms are involved?

We do not anticipate placing any limitations on the software or hardware platforms for which submitted applications can be developed. However, the potential for a submitted application to be accessed and used by a wide audience may be one of several judging criteria.

40. What is the start date of the competition?

We anticipate that the competition will launch in mid to late October.

41. How long does the NYCEDC estimate the proposal review and decision process will take?

NYCEDC anticipates that the proposal review and decision process will take approximately four (4) weeks.

42. Part II, Section 6.2.2.2, Page 9, says, “Consultant shall defend, indemnify and hold harmless the City and NYCEDC against any claims or damages relating to its acts and omissions;” Could NYCEDC clarify the reach of this statement? Is this related to the contents of this RFP only or is broader in context? The RFP also mentions in Part II Section 7.9 that the City is not a party to this RFP, which appears to imply that they may not be covered under 6.2.2.2

Part II, General Requirements, Section 6 of the RFP defines, in general, provisions to be included in the Contract with the successful respondent, if any. See Part II, Section 6.1 of the RFP: “Please note that, in general, the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are NOT negotiable.

43. Exhibit I – Consultant Contract: 3.3.2 (iv): “The Consultant materially fails to comply with any Applicable Statutes or any Applicable Agreements...” Could NYCEDC provide a reference to the Applicable Statutes and Applicable Agreements that it believes apply to this project?

Definitions of all defined terms in the Contract Draft, including Applicable Statutes and Applicable Agreements, can be found in Appendix A to the Contract Draft.

44. Exhibit I – Consultant Contract, Part II, Article 6, 6.6.1 says, “*The Consultant shall indemnify, defend and hold harmless the Corporation and the City, their agents and employees from any and all claims, judgments or liabilities to which they may be subject because of any negligence or any fault or default of the Consultant, its agents, employees or subcontractors or the breach of the Consultant's obligations under the Contract.*” This indemnity provision is very broad in nature and may potentially cover entities beyond NYCEDC that are not related to the project described within this RFP. The broad interpretation of this provision may have the unintended consequence of limiting competition as larger organizations may choose not to bid given the size of the potential liability. Would NYCEDC consider revising/deleting this provision?

See Part II, Section 6.1 of the RFP: “Please note that, in general, the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are NOT negotiable.

45. Exhibit I – Consultant Contract, Part II, Article 6, 6.6.2 says, “*The Consultant shall be solely responsible for all injuries to persons, including death, or damage to property sustained during its operations and work under this Contract resulting from any negligence, fault or default of the Consultant or of its employees, authorized agents, servants, independent contractors or subcontractors retained by the Consultant pursuant to this Contract.*” This indemnity provision is very broad in nature. Would NYCEDC consider deleting this provision?

See Part II, Section 6.1 of the RFP: “Please note that, in general, the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are NOT negotiable.

46. Exhibit I – Consultant Contract, Part II, Article , 5.2.8.: “*The Consultant agrees that the Corporation and the City may use the Consultant’s name and the names, biographies and likenesses of its members, in advertising and promotion related to the Work Product, and in any and all ancillary products related to the Services regardless of the format in which such use occurs.*” Would NYCEDC be willing to delete this provision to protect the privacy of the team that works on the project?

See Part II, Section 6.1 of the RFP: “Please note that, in general, the General Terms and Conditions (Part II) and the Appendices (Part III), other than Appendix B and Appendix C, are NOT negotiable. Notwithstanding the foregoing, NYCEDC has in the past considered reasonable revisions to this particular provision, where appropriate and in the interests of the Corporation and the City.

47. Exhibit I Part II, Sec 10.2, p24 says, “*The Corporation shall have the right to assign, convey, subcontract or transfer this Contract or the Corporation’s rights hereunder without the written consent of the Consultant to the City or any other*

corporation, agency or instrumentality having authority to accept the assignment.”
Could NYCEDC please elaborate on the criteria/and process for how a decision like this would be made and documented/recorded.

See Part II, Section 1.7 of the Contract Draft related to the City Contract. This provision is required by the City Contract.

48. Appendix B-5, Part III, # 5 Judging Process b: “Round I – Initial Screening to weed out Applications... (performed by the Consultant),” Please clarify the involvement of the NYCEDC during this process.

We anticipate that the Consultant will identify submitted applications that are functional and weed out any submissions that are harmful (malware), providing public access via the Consultant hosted Competition Website. We do not anticipate NYCEDC having a direct role in this initial screening process other than approving the screening criteria and judges.

49. Appendix B-7, Part III Specific Services E, Screening of Submissions: “The Consultant shall choose judges to screen initial submissions.” It is understood that the Project Team will be involved in the recruiting and determination of the finalists and winners. However, please confirm the involvement of NYCEDC in the selection of judges for the initial submissions.

The Project Team will recruit judges who will determine finalists and winners. It is anticipated that the Consultant will select judges to screen initial submissions for basic functionality, absence of malicious intent or objectionable content. NYCEDC will reserve the right to determine the judging or screening criteria and approve judges selected by the Consultant.

50. Appendix B-7, Part III Specific Services F, Competition Entrant Applications: “The Consultant shall make functional Applications available...” Are there any existing or preferred functional applications that NYCEDC already has in place or has in mind for the future?

The Consultant will be expected to make functional Applications that are submitted through the Competition available to the public through links on the Consultant hosted Competition Website. The Consultant is not expected to develop any applications other than the Competition Website. We do not have any existing or preferred functional applications in place or in mind. It will be up to the creativity of Competition participants to devise such applications.

**51. Appendix B-9, IV. General Administrative Services, C Progress Schedule: “The Progress Schedule shall include, without limitation , the following:
1. a detailed listing of all Tasks and sub-Tasks, including approvals, submittals, and ...” What period should a respondent assume for NYCEDC’s deliverable review process (5 days, 10 days etc.)?**

Deliverable review will vary depending on the complexity of the task. Given the tight timeframe associate with the Competition, respondents can expect prompt deliverable review from NYCEDC. For example we anticipate that review of the Competition Website and Screening of Submissions tasks would be 5 business days or less.

52. Appendix C-3: Please clarify if ‘completion’ includes the ‘final approval’ or ‘submission of the final work product’?

Final approval.