



**Office of Temporary
and Disability Assistance**

Release Date: July 30, 2021

Request for Proposals

Venture V Program for SNAP Participants

Submission Deadline: September 17, 2021

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I. IMPORTANT INFORMATION

This page contains information regarding the Venture V Program for SNAP Participants (Venture V) Request for Proposals (RFP) that is essential for any prospective applicant. Since the Venture V RFP is released through the New York State Grants Gateway system, submitting hard copy applications to OTDA is no longer permitted. OTDA has designed the RFP to help applicants navigate the Gateway system and submit proposals correctly. The Venture V RFP is categorized into four sections listed below:

1. PART A: RFP Summary Information
2. PART B: Application Instructions
3. PART C: Required Uploaded Documents
4. PART D: Printed Version of Gateway Application

A. RFP Summary Information

This section of the RFP explains the requirements of the RFP. It includes timelines, a summary, program and contract information, proposal requirements and other aspects of the procurement.

B. Application Instructions

All organizations submitting a proposal for this procurement must use the New York State Grants Gateway system at: https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/GOPortal.aspx. Since some organizations may not have experience with the system, we included this section to assist applicants in using the system efficiently.

It is important to note that while any employee with access may work on the application, only someone with a Grantee Signatory or a System Administrator role can submit the application to the State.

Applications will not be accepted outside of the Grants Gateway System.

C. Required Uploaded Documents

This section lists all documents and forms that must be submitted with the application. Where a document is requested, a link is provided so an applicant can download the form, complete, and upload it as required.

D. Printed Version of Gateway Application

This section will contain a complete copy of the application questions contained in the Grants Gateway system.

E. Prequalification Requirements

Pursuant to New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process for proposals to be evaluated. Information on these initiatives can be found on the [Grants Reform Website](#).

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The Vendor Prequalification Manual on the Grants Reform Website, which details the requirements, and an online tutorial are available to walk users through the process.

1. Register for the Grants Gateway

On the Grants Reform Website, download a copy of the Registration Form for Administrator. A signed, notarized original form must be sent to the Division of Budget at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.

If you have previously registered and do not know your Username, please email: GrantsGateway@its.ny.gov. If you do not know your Password, please click the [Forgot Password](#) link from the main log in page and follow the prompts.

2. Complete your Prequalification Application

Log into the [Grants Gateway](#). If this is your first time logging in, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.

Click the Organization(s) link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A Document Vault link will become available near the top of the page. Click this link to access the main Document Vault page.

Answer the questions in the Required Forms and upload Required Documents. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.

Specific questions about the prequalification process should be referred to your agency representative or to the Grants Reform Team at: GrantsGateway@its.ny.gov.

3. Submit Your Prequalification Application

After completing your Prequalification Application, click the Submit Document Vault Link located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted the status of the Document Vault will change to In Review.

If your Prequalification reviewer has questions or requests changes, you will receive email notification from the Gateway system.

Once your Prequalification Application is approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

4. Other helpful information

Training material can be found at <https://grantsmanagement.ny.gov/resources-grant-applications>.

Helpdesk information: Monday through Friday, 8:00am to 4:00pm
Phone: 1-518-474-5595; Email: GrantsGateway@its.ny.gov

PART A: RFP SUMMARY INFORMATION

II. TIMELINES AND PROPOSAL SUBMISSION

A. Questions Concerning this Request for Proposals (RFP)

Bidders may submit typed questions via email or by mail to the address provided below. Questions regarding the RFP will be accepted until 2:00 pm, August 13, 2021. No handwritten or telephone inquiries will be accepted. Answers to all questions received by this date will be posted on the Grants Gateway website at: https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx and on the New York State Office of Temporary and Disability Assistance's website at: www.otda.ny.gov, no later than August 27, 2021.

New York State Office of Temporary and Disability Assistance
Contract Management and Quality Assurance
Attn: Elida Esposito
40 North Pearl Street, 8A
Albany, NY 12243-0001
Email: elida.esposito@otda.ny.gov

B. Proposal Submission and Due Date

All Proposals must be submitted via the New York State Grants Gateway at: https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx and be received no later than 5:00pm, September 17, 2021. Once the deadline has passed, the Grants Gateway system will no longer accept applications. Eligible applicants should complete and submit all answers to questions and submit any forms required by this RFP. Failure to submit all required forms and answer all required questions may adversely affect the proposal's competitive score or make the proposal ineligible.

C. RFP Timetable

- RFP Release Date – July 30, 2021
- Deadline Date for Questions – August 13, 2021
- Deadline Date for Responses to Questions – August 27, 2021
- Proposal Due Date – September 17, 2021
- Date of Notification of Award – November 10, 2021
- Project Start Date – December 1, 2021

III. SUMMARY OF THE RFP

A. Purpose

The United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) program was implemented to provide SNAP participants opportunities to gain the skills and training they need that will move them forward to sustainable, gainful employment with the goal of achieving financial independence and stability. In addition, the SNAP E&T program is intended to offer SNAP participants varying ways to meet SNAP work requirements. To help support these efforts, the New York State Office of Temporary and Disability Assistance created the Venture V Program for SNAP Participants (Venture V). This initiative is intended to leverage eligible

non-federal resources by reimbursing one-half of the eligible contract payments with SNAP E&T funds to enable an expansion of work focused education and training services to low income individuals receiving SNAP in New York State. Through the Venture V Program, employment services will be made available to improve the lives of low-income households by helping those who are able to work enter the labor market, and by providing training, education and supportive services to help other eligible individuals address barriers to employment and increase the skills needed to obtain and retain employment. These services are intended to support both SNAP/Safety Net Assistance recipients and non-Temporary Assistance (NTA) SNAP recipients who are subject to SNAP work requirements and those who volunteer to participate including those with a history of substance abuse, work limitations, those with limited English proficiency, low literacy levels, obstacles in mental health, no high school diploma, adults with limited work histories, ex-offenders, and eligible youth between the ages of 16 to 24. Priority will also be given to proposals that will serve unemployed and underemployed parents and legal guardians, including non-custodial parents, so they are best able to financially provide for their children.

B. Available Funds/Award Amounts

The Venture V Program, will make available up to \$30,000,000 in 50% federal SNAP E&T funds that will be combined with \$30,000,000 in eligible non-Federal funds identified by applicant organizations to support approved costs of serving program participants for a 12-month period beginning December 1, 2021. Funding for subsequent periods will be based upon performance, and the availability of federal funds.

Organizations may apply to operate a program individually or may apply as a consortium. For purposes of the Venture V Program, a consortium is defined as a group of at least three non-profit organizations where one consortium member acts as the lead organization. Awards will be made to selected organizations and consortiums as follows:

- Selected organizations may request up to \$500,000 in federal SNAP E&T funds for each 12-month period with the flexibility to increase the requested amount based on performance at each contract renewal point. Organizations already requesting the maximum annual amount of \$500,000 in SNAP E&T funds may not receive an award greater than \$500,000.
- Selected consortiums can request up to \$500,000 in federal SNAP E&T funds per year for each organization, but no more than \$4,000,000 in SNAP E&T funds for each year of the contract term with the flexibility to increase the requested amount based on performance at each contract renewal point. Consortiums already requesting the maximum amount of \$4,000,000 in SNAP E&T funds may not receive an award greater than \$4,000,000. Formal contracts between the lead organization and its members must be developed to outline individual responsibilities as well as payment terms.

Selected organizations will enter into a five-year contract to begin on December 1, 2021 and end on November 30, 2026. Funding for the initial 12-month period and any subsequent periods is contingent on the continued availability of funding and performance of the contractor. OTDA desires to engage the services of organizations that are successful in helping participants obtain gainful employment and may initiate contract modifications to reduce or terminate award amounts of those projects that are not on schedule to fulfill contract goals by the end of each program period. OTDA reserves the right to award contracts in excess of those amounts stated above if funding becomes available. In the event the amount of funds requested by selected organizations exceeds the amount available, OTDA may reduce the award amounts to stay within the overall funding limit. Necessary award reductions may be achieved by a proportionate decrease across selected proposals.

C. Local Funding Requirement

Federal SNAP E&T funds are available to reimburse 50% of the costs of eligible services. Each applicant organization must complete the Local Funding Requirement form to identify the source and amount of eligible non-federal funds that will be used to support expenditures required to provide Venture V program services. The Local Funding Requirement form can be found in the Pre-Submission Uploads section of the Grants Gateway. The program budget is then completed to show how the SNAP E&T funds and non-federal funds contributed by the applicant will be used to support the proposed Venture V Program.

1. Eligible Local Funding Sources

Only non-federal funds may be used to access the reimbursement of SNAP E&T funds [with the exception of Community Development Block Grant funds (CDBG)]. The non-federal funds may include cash donations from non-federal third parties such as charitable foundations/organizations but cannot include private cash donations from an individual. Local tax levy dollars such as those provided by the New York City Council Discretionary Funds that are received by a non-profit organization could be used toward the non-federal funding requirement. State funds received by a non-profit or other organization can also be used as the non-federal funding. CDBG funds supporting SNAP E&T services are eligible for 50% SNAP E&T reimbursement. See section 105(a)(9) of the Community Development Act of 1974.

Government/public entities applying under this initiative may also use eligible in-kind contributions to satisfy all or a portion of the local funding requirement. In-kind contributions are property or services which benefit the project or program, and which are contributed by non-federal third parties without charge to the grantee. In-kind contributions must also be funded through eligible non-federal sources. Examples of in-kind benefits may include:

- Use of space from a school district, public library or State university when they do not expect payment for use of the space; and,
- Teacher's time donated by a school district or community college.

A governmental entity is defined as any organization of State or local government that is supported by funds derived from general tax revenues of a state or locality specifically allocated from appropriate budgetary authority, such as a state legislature, county or local government. Examples of governmental entities that may receive in-kind contributions include:

- Public entities, which are an arm of government
- Public libraries
- State universities and community colleges
- Public school districts, including BOCES

If your organization is not defined as a governmental entity, you may not use in-kind contributions to support the program even if the in-kind source derives from a governmental entity. Examples of entities that may **not** utilize in-kind contributions to meet the local funding requirement include:

- Private entities, even if under contract with State government
- Private universities and community colleges
- Private non-profits
- Private schools

2. Ineligible Local Funding Sources

Ineligible funding sources include:

- Federal funds;
- New York City Adult Literacy Initiative (NYCALI) funded by WIOA;
- Support services such as childcare or transportation; and,
- Any funds otherwise used to match federal funds or permit the receipt of federal funds.

Please see the Catalog of Federal Domestic Assistance (CFDA) title and number for SNAP: 10.561, Supplemental Nutrition Assistance Program (SNAP) for additional information on the local funding requirement.

D. Use of SNAP E&T Funds

SNAP E&T funds are available to reimburse the eligible costs associated with operating employment preparation, placement, and retention programs for SNAP applicants and recipients. The following program and participant costs are allowable expenditures supported by the Venture V Program:

- Staff salaries and fringe benefit costs of the staff that will be working on the program;
- Space and utilities that are required to operate the program;
- Staff travel necessary to attend meetings or trainings associated with the implementation of the Venture V Program;
- Contractual services with partner organizations directly related to the operation of the program;
- Equipment, materials or supplies directly related to the operation of the program;
- Non-educational components including employability assessment, case management, job search, job retention;
- Participant reimbursements that are reasonable and necessary and directly related to participation in SNAP E&T work activities and job retention services to assist participants in retaining employment for a minimum of 30 days and up to a maximum of 90 days following the date the employment started. To qualify for the receipt of participant reimbursement funds as a retention service, a SNAP recipient who is employed must have participated in another SNAP E&T activity within 90 days prior to starting employment. Allowable participant reimbursement costs include transportation costs (other than payments for automobile insurance, registrations and automobile purchases), as well as costs for clothing, equipment or tools required for the job, and laptops, tablets, and Wi-Fi connections necessary for program participation. Dependent care costs are also allowable when the District has determined that the household is not eligible for Child Care Block Grant (CCBG) funds but is eligible for SNAP E&T Dependent Care reimbursement. Additional information on coordinating participant reimbursements with the social services district can be found on page 9, Coordination with Social Services Districts (Districts), of this RFP;
- Loaner laptops and internet connections for participants: SNAP E&T funds may be used to purchase laptops or other computer equipment that may be loaned to E&T participants. Additionally, SNAP E&T funds may be used to provide for the costs associated with mobile internet connections for SNAP E&T participants engaged in remote learning. Laptops or other computer equipment purchased with SNAP E&T funds may be loaned to E&T participants and upon completion of the remote learning program, all loaned equipment must be returned to the District or the E&T provider who loaned the laptop and/or equipment;
- Educational components including: basic education, English for Speakers of Other Languages, post-secondary education and vocational training;
- Administrative costs for the planning, implementation, and operation of the Venture V Program. Administrative costs cannot exceed 15% of the total award.

Funds that are used for discretionary purchases will be subject to Minority and Women Owned Business Enterprise (M/WBE) requirements. Additional information on the M/WBE requirements can be found on page 30 of this RFP.

By entering into a contract with OTDA, you are attesting that these SNAP E&T funds will **not** be used to reimburse expenditures for indirect expenditures including, but not limited to:

- Supervision of individuals participating in unpaid work experience
- Medical services of any kind
- Substance abuse services
- Wage subsidies
- Activities that exceed 120 hours per month (unless the individual volunteers to participate for the additional hours)
- Supplant state, county or local funds for educational programs normally available to residents. Moreover, the educational provider must not charge more than what the general public or the SNAP recipient would pay if not participating in Venture V

E. Contract Period (Multi-Year)

This RFP governs contracts for the cycle starting **December 1, 2021** and ending **November 30, 2026**. At the discretion of OTDA, this multi-year cycle may be shortened if determined that modifications to the program structure are necessary. OTDA desires to engage the services of organizations that are successful in helping participants enter gainful employment as outlined in this RFP, and may terminate or initiate contract modifications to reduce award amounts of those projects that are not making progress in fulfilling the performance component of this initiative.

F. Eligible Applicants

Organizations eligible to apply for funds under this initiative must be nonprofit organizations such as school districts, Boards of Cooperative Educational Services (BOCES), community colleges and workforce and community-based organizations that can satisfy the local funding requirement. Since social services districts (Districts) already have access to SNAP E&T funds, they are not eligible applicants. Applicant organizations will be asked to secure District support of their proposal, and if selected, be required to coordinate with the District to confirm program eligibility on a monthly basis and coordinate employment services as requested by the District.

Non-profit applicants must be registered and in good standing with the Charities Bureau of the Attorney General's Office.

IV. Program and Contract Information

A. Program Background

The SNAP E&T Program was established to help SNAP recipients gain the skills and credentials they need to succeed in the labor market with the goal of achieving financial independence and stability. In response to the initial Venture Program RFP, 17 non-profit organizations were selected to engage this SNAP population. This number was expanded to 36 non-profit organizations as a result of the Venture II RFP released in May of 2011, and then further expanded in March 2012 with an additional 25 providers selected for Venture III. Subsequently, the Venture IV Program began in October of 2016,

with 39 providers selected. The Venture IV program is anticipated to end in September of 2021.

Contracts are 60% cost-based and 40% performance-based. 60% of federal funds are awarded based on the submission of expenditure-based claims according to the approved budget in the executed contract. The remainder of the award is earned as participants achieve specific employment-based milestones. Providers can elect to allocate more than 40% of their funds to the performance-based component.

Flexibility exists in how and what services are offered and delivered. At a minimum each Venture V Program must contain case management and at least one SNAP E&T work activity component as well as a job development component that identifies how job opportunities will be secured to provide for permanent job placement. In addition, providers are encouraged to offer both “soft skills” training (workplace preparation training, teamwork, problem solving, time management, conflict resolution, etc.) as well as basic education, and vocational/technical skills training. Training that results in a credential must be in a marketable field that provides opportunities for career advancement. These components are described in more detail in Section D: Description of Services Sought on page 11 of this RFP.

Eligible SNAP E&T services may be adjusted during the contract term as needed based on federal guidance and/or State requirements.

B. Participant Eligibility

The initiative will serve NTA-SNAP applicants and recipients and SNAP/Safety Net Assistance applicants and recipients. Applicants and recipients of Temporary Assistance for Needy Families (TANF) are not eligible to participate. Venture V providers must verify participant eligibility once every 30 days. To confirm eligibility, selected providers must obtain signed Enrollment Consent forms from each participant. These forms are valid for a 6-month period. If a participant continues in the Venture V Program longer than 6 months, the Enrollment Consent must be completed again. Participants who leave the Venture V Program for a period of longer than 30 days, and subsequently reengage, must also complete a new consent.

There are two categories of Venture V participants, mandatory and voluntary. These two participant categories are described below:

- **Mandatory:** SNAP recipients who have not met any Federal exemption from the SNAP work requirements, are work registered in the State, and are required by the District to participate in the Venture V Program.
- **Voluntary:** SNAP recipients who do meet a Federal exemption from the SNAP work requirements and/or are not required by the District to participate.

The District is responsible for determining a SNAP recipients’ status as mandatory or voluntary. Selected organizations are required to foster strong working relationships with their local social services district to ensure program compliance. More detail on this requirement is outlined in the following section of this RFP.

C. Coordination with Social Services Districts (Districts)

RFP applicants are required to include the District Partnership Form, located in the Pre-Submission Uploads section of the Grants Gateway, which must be completed by each District in which program participants that you plan to serve reside. This form acknowledges their support of your program and serves as the basis for ongoing coordination and exchange of information.

Individuals receiving SNAP benefits may be required to participate in employment preparation programs by the social services district. Venture V providers should coordinate services with the District to determine the extent to which participation in a Venture V Program will satisfy any work requirement that may be required by the District. Districts may require certain types of activities and may require that individuals participate up to 30 hours weekly. Districts will also expect to receive participant attendance and progress reports for mandatory SNAP participants and should be informed timely when a participant is noncompliant.

Selected contractors must have a plan in place with the District for purposes of:

- Receiving referrals;
- Verifying program eligibility every 30-days;
- Informing the District that an individual is not a good fit for participation in the program or a component of the program;
- Coordinating participant reimbursements so they are not duplicated and to ensure participants are made aware of and have access to supports that are reasonable and necessary to be successful;
- Providing case management;
- Reporting program participation concerns when there is a pattern and/or the participant does not seem to have a good reason for absenteeism. This could be noncompliance that is willful and without good cause; and,
- Providing proof of paid employment on a timely basis to the District when a participant becomes employed for purposes of SNAP budgeting.

Applicant organizations should contact their District(s) early in the planning process to learn what elements the program design must include to support participation by eligible SNAP applicants and recipients. Additionally, applicant organizations need to be aware of and comply with the District's process for obtaining their support of your proposal, including the need to allow sufficient time for you to obtain the signed District Partnership Form by the submission deadline.

The New York City Department of Social Services (DSS) / Human Resources Administration (HRA) requires that requests for District Partnership Forms be submitted to the NYC DSS/HRA Office of Strategic Partnerships. Instructions for submitting such requests can be found on the agency's website at: <https://www1.nyc.gov/site/hra/partners/letter-of-support.page#:~:text=Letters of Support Procedure, HRA or other City agencies>. Please note that DSS/HRA asks applicants to submit requests three weeks prior to the deadline for the solicited funding opportunity in order to ensure sufficient time to turn around requests.

Selected applicants in NYC will also be required to utilize specific data-tracking systems to enter participant information including attendance and program outcomes and additional information as necessary. Training on these systems will be provided and will require Microsoft Edge for access.

D. Description of Services Sought

The focus of this RFP is to assist SNAP applicants and recipients to acquire job-related education and skills and to become employed or advance to better paying jobs. Applicant organizations are asked to achieve these outcomes using the following activities and services:

1. Case Management

To assist participants in overcoming barriers, a strong case management approach is essential. Case management is a method of service delivery that strives to ensure that clients with complex needs receive timely coordinated services, and that all available and necessary resources are used to create positive program outcomes. It involves ongoing contact with the participant, which begins during the initial assessment meeting and continues through job placement and retention. Individuals enrolled in Venture V activities must receive case management services including employability assessments, individualized service plans, progress monitoring, assistance with childcare and transportation arrangements, and financial planning and management as needed to support service delivery. Proposals must include a description of the elements of case management service delivery.

2. Supervised Job Search and Job Placement

Job search for purposes of the Venture V Program is defined as supervised job search where activities of the participant are directly supervised, and the timing and activities of participants are tracked in an effort to obtain a job placement in available, appropriate positions. Supervised job search activities must have a direct link to increasing employment opportunities for individuals engaged in the activity. Participants must have access to the tools and materials they need to engage in supervised job search including virtual tools such as websites, portals or web applications. Supervision must be provided by skilled staff, either remotely or in person, who provide meaningful guidance and support with at least monthly check-ins and must be provided in such a way to best support the participant.

3. Job Readiness

Job readiness training can be beneficial to many participants and is approvable if the training directly enhances the employability of the participant. A job readiness training program may consist of employability assessments, training in techniques to increase employability, job placement services, or other direct support activities. It includes preparation for employment through training in areas such as employer expectations, appropriate work-place conduct, personal appearance, job application and resume writing, job interviewing techniques and job seeking skills.

4. Job Skills Training/Vocational Education

Job Skills Training includes instruction specific to a particular vocation and provides training in the various skills necessary to successfully perform the functions of the job. Job skills training resulting in a training certificate that will promote advancement in a specific job field is required.

Job skills training must include training courses that are listed on the New York State Workforce Eligible Training Provider List (ETPL). This list can be found at: <https://applications.labor.ny.gov/ETPL/> under the heading Eligible Training Providers. Training providers should complete an on-line application provided at the same website to have their courses listed, if not already listed on the ETPL website.

For applicants planning to provide Job Skills Training through Venture V, a signed approval from the Local Workforce Development Board Certification Approval Form must be submitted. This form can be found in the Pre-Submission Uploads section of the Grants Gateway application. Organizations must be able to demonstrate through consultation with their Local Workforce Development Board that the training being offered will provide workforce skills that are in demand within the local workforce investment area, and with proper preparation, participants will obtain and retain jobs within the local labor market.

5. Education and Training

Adult education instruction in combination with strong work skills improves the educational levels of participants (reading, math and English language skills) and the economic self-sufficiency of families by empowering participants to set and meet goals.

Educational instruction may include:

- Adult Basic Education (ABE);
- Adult Secondary Education (ASE);
- High School Equivalency (HSE) Diploma preparation;
- English for Speakers of Other Languages (ESOL); and,
- Course or programs of study that are part of career and technical education (as defined in section 3 of the Carl D. Perkins Act of 2006).

Instruction may be provided through several methods, including:

- Classroom settings: in-person or virtual;
- One-on-one tutoring: the participant meets with a literacy tutor; and,
- Self-paced distance learning: the participant engages in instruction offered through television, internet, or other means from programs such as Learn to Read, Math Basics, GRASP, and Crossroads Café.

6. Work Experience

The primary goal of a work experience program is to improve the employability of participants through actual unpaid work experience in the public or nonprofit sector to enable individuals to move into regular employment. Individuals may not participate in SNAP E&T work experience for hours that exceed the household's SNAP benefit divided by the federal or State minimum wage, whichever is higher.

7. Subsidized Employment Administrative Expenses

Subsidized employment is paid employment in the private or public sector and on-the-job training during a limited period of time during which the wages of the participant are subsidized. They must contain training objectives and be designed to improve participants' skills, increase their employability, and lead to regular employment that ultimately reduces the need for food assistance. Venture V SNAP E&T funds may be used to support the administration of a subsidized employment program. Any funds used for this purpose will be applied towards the 15% administrative cap.

8. Job Retention Services

Job retention services, including case management services to SNAP recipients are required for a minimum of 30 days and up to a maximum of 90 days following the date the SNAP recipient begins a job. A good faith effort to provide job retention services for a minimum of 30 days must be documented in the participant case record. Good faith efforts may include informing participants receiving job retention services of the 30-day minimum requirement, developing a job retention case management plan that extends for at least 30 days, and continuing to conduct outreach to the individual for at least 30 days, and not more than 90 days following the date the employment started. To qualify for job retention services, the SNAP recipient must have participated in a SNAP E&T activity within 90 days prior to starting employment.

E. Reimbursement Structure

A combination of cost-based and performance-based reimbursement will be used to support the selected projects.

1. **Cost-Based Reimbursement** – up to 60% of the award will be reimbursed to the selected providers for approved expenditures made for costs associated with the delivery of program services.
2. **Performance-Based Reimbursement** – providers will earn at least 40% of the award as participants reach the following three milestones:

MILESTONE	VALUE	DEFINITION
Job Entry	\$1,500	This milestone is achieved when the participant obtains a job.
30-Day Job Retention	Up to \$3,000	This milestone is achieved when the participant has completed at least 30 calendar days in an unsubsidized job.
90-Day Retention	Up to \$3,500	This milestone is achieved when the participant has completed 90 calendar days in full-time employment that meets the standards described above. The first 30 days of employment may be in subsidized employment.

a. **Job Entry Milestone**

A Job Entry milestone may be claimed when the participant has entered unsubsidized employment. The expectation is that the employment opportunity provides a permanent placement. Participants should be placed into positions that will result in long-term employment and provide opportunities for career advancement to the fullest extent possible.

If an individual is no longer participating in Venture V activities at the time of job entry, this milestone may only be claimed within 90 days from the date the last qualifying service was provided. Qualifying services include supervised job search assistance, case management or attendance in a training class. Service provision must be clearly documented with case notes, attendance records, or by other means to establish that the client is an active participant with the organization for the 90-day period leading up to the job entry date.

If the participant is employed at the time of enrollment into Venture V, the Job Entry milestone may only be claimed under the following circumstances:

- A new job was obtained with increased hours and pay of at least 10%, or
- A promotion was achieved with the current employer increasing wages at least 20%.

Job Entry milestones will be reimbursed at the rate of \$1,500.

b. **30-Day Job Retention Milestone**

The 30-Day Job Retention milestone may be claimed when the participant has obtained unsubsidized employment earning at least the New York State minimum wage rate for the county in which they are employed, and works an average of at least 20 hours per week for the 30-Day job retention period.

30-Day Job Retention will be reimbursed using the following ranges:

- Level 1 – Participant earns at least the New York State minimum wage rate for the county in which they are employed, and earnings are equal to at least 20 hours per week times the minimum wage but no more than 29 hours per week times the minimum wage for the 30-Day job retention period, reimbursement value of \$2,000;
- Level 2 – Participant earns at least the New York State minimum wage rate for the county in which they are employed, and earnings are equal to at least 30 hours per week times the minimum wage but no more than 44 hours per week times the minimum for the 30-day job retention period, reimbursement value of \$2,500; and,
- Level 3 – Participant earns at least the New York State minimum wage rate for the county in which they are employed, and earnings are equal to at least 45 hours per week times the minimum wage for the 30-day job retention period, reimbursement value of \$3,000.

If a gap in employment occurs that is less than 45 days, the 30-day count includes all the days worked minus the gap period. If the gap in employment is longer than 45 days, the 30-day count must start over again when employment resumes.

If an individual is no longer participating in Venture V activities, this milestone may only be claimed within 90 days from the date the last milestone was achieved.

Although the reimbursement values vary for the 30-Day Job Retention milestone based on average weekly earnings, for planning purposes, applicants must estimate the number of milestones to be achieved at \$3,000 when submitting the budget portion of your proposal.

c. 90-Day Job Retention

The 90-Day Job Retention milestone may be claimed when the participant has maintained unsubsidized employment earning at the New York State minimum wage rate for the county in which s/he is employed, and works an average of at least 20 hours per week for the 90-Day job retention period.

90-Day Job Retentions will be reimbursed using the following ranges:

- Level 1 – Participant earns at least the New York State minimum wage rate for the county in which they are employed, and earnings are equal to at least 20 hours per week times the minimum wage but no more than 29 hours per week times the minimum wage for the 90-Day job retention period, reimbursement value of \$2,500;
- Level 2 – Participant earns at least the New York State minimum wage rate for the county in which they are employed, and earnings are equal to at least 30 hours per week times the minimum wage but no more than 44 hours per week times the minimum for the 90-day job retention period, reimbursement value of \$3,000; and,
- Level 3 – Participant earns at least the New York State minimum wage rate for the county in which they are employed, and earnings are equal to at least 45 hours per week times the minimum wage for the 90-day job retention period, reimbursement value of \$3,500.

If a participant is employed upon enrollment, the 90-day job retention milestone may only be claimed if the participant obtains a new job and receives a wage increase of at least 20% compared to the wage at enrollment.

Please note: A promotion within the same organization counts as a “new job” if there is a change in job title and an increase in pay of at least 20%. Examples of promotions could include

a Certified Nursing Assistant to a Licensed Practical Nurse, Driver I to Driver II or a Sales Associate to an Assistant Manager. However, if the participant’s title has not changed, a 90-day job retention milestone may not be claimed, even if the participant’s salary increased by at least 20%.

If a gap in employment occurs that is less than 45 days, the 90-day count includes all the days worked minus the gap period. If the gap in employment is longer than 45 days, the 90-day count must start over again when employment resumes.

Although the reimbursement values vary for the 90-Day Job Retention milestone based on average weekly earnings, for planning purposes, applicants must estimate the number of milestones to be achieved at \$3,500 when submitting the budget portion of your proposal.

The 90-Day Job Retention milestone goal must be at least 50% of the Job Entry milestone goal.

d. New York State Minimum Wage Rates

The New York State Minimum Wage rates are scheduled to increase on December 31st of each year, until the Minimum Wage reaches \$15.00 per hour for all counties. The scheduled Minimum Wage rate increases are included in the table below.

Location	12/31/20	12/31/21
NYC - Employers with ten or less employees*	\$15.00	\$15.00
Nassau, Suffolk & Westchester Counties	\$14.00	\$15.00
Remainder of New York State	\$12.50	**

*For purposes of calculating the average weekly earnings for Venture V participants, the Minimum Wage rate for NYC employers with ten or less employees will be used for all NYC job opportunities, regardless of employer size.

**Annual increases for the remainder of New York State will continue until the rate reaches the \$15.00 per hour Minimum Wage rate and \$10.00 per hour tipped wage rate. Starting in 2021, the annual increases will be published by the Commissioner of Labor on or before October 1, 2021. Annual rate increases will be based on percentage increases as determined by the Director of the New York State Division of Budget, based on economic indices including the Consumer Price Index.

More information regarding the Minimum Wage rate may be found on DOL’s website at: <https://www.labor.ny.gov/workerprotection/laborstandards/workprot/minwage.shtm>.

F. Documentation Requirements

The table below provides the documentation requirements for participant case files. Additional direction will be provided to selected organizations on the record keeping and claim submission requirements for both cost-based and performance-based portions of contracts. OTDA reserves the right to amend program reporting and documentation requirements at any time during the contract period.

DOCUMENTATION REQUIREMENTS

Issue/Milestone	Documentation
Eligibility	<p>Enrollment consent form for each participant and corresponding eligibility verification documents. Verification documentation must be provided by the District on letterhead or via email or by direct systems access such as WISE for NYC providers. All verification documentation must include the participant's SNAP authorization period. Verification documentation may include: a WMS printout, an email from the District, WISE printout, or other formal District verification. Consent forms must be updated every 6 months and eligibility must be confirmed on a monthly basis.</p>
Participation	<p>Maintain in the participant's file as applicable:</p> <ul style="list-style-type: none"> • Release of Information form(s) • Client Intake/Assessment form • Education/Employability Plan • Contact Log and/or Case/Progress Notes, including proof that the District was informed within 10 days if the participant was not appropriate for program/program component • Attendance (if in training) • Resume • Case notes documenting participation in supervised job search
HSE/Credential/Job Skills Training	<p>Maintain in the participant's file:</p> <ul style="list-style-type: none"> • A copy of the HSE, HSE quarterly report, or HSE pass/fail report provided by SED upon request at https://eservices.nysed.gov/ged for the purposes of a case audit. • A copy of the certificate of completion of a vocational or job skills training program awarded by the governing agency.
Reimbursable Milestones	Documentation

<p style="text-align: center;">Job Entry</p>	<p>A wage stub verifying that the participant began employment, an Employer Verification Form, or an equivalent employer statement must be retained in each participant’s case file. Job Entry documentation must contain the date the job commenced. When using wage stubs, OTDA must be able to clearly discern when a participant started employment.</p>
<p style="text-align: center;">30-Day Job Retention</p>	<p>Wage stubs verifying at least 30 days of employment, an Employment Verification Form, or an equivalent employer statement must be retained in each participant’s case file. OTDA must be able to clearly discern the date employment began and when the participant reached at least 30 cumulative days of employment.</p>
<p style="text-align: center;">90-Day Retention</p>	<p>Wage stubs verifying at least 90 days of employment, an Employment Verification Form, or an equivalent employer statement must be retained in each participant’s case file. OTDA must be able to clearly discern the date employment began and when the participant reached at least 90 cumulative days of employment.</p>

G. Participant Reporting Requirements

Selected organizations will be required to comply with participant reporting requirements as outlined by OTDA. Information may include, but is not limited to:

- Participant demographics
- SNAP E&T activity engagement
- Hours of engagement
- Reason activity ended

Each selected organization will receive a reporting template with the required reporting requirements. Participant engagement must be collected on a monthly basis and submitted to OTDA quarterly per the following schedule:

- October-December: reports due January 10th
- January-March: reports due April 10th
- April-June: reports due July 10th
- July-September: reports due October 10th

Reporting is a mandatory federal requirement. Failure to comply with reporting requirements may result in contract termination.

H. Civil Rights Training

The United States Department of Agriculture Food and Nutrition Service (USDA FNS) requires that all State, local district, and contracted organization employees that administer the Supplemental Nutrition Assistance Program (SNAP) attend an annual training on civil rights requirements for SNAP. The goal of this mandate is to assure all those involved in the processing of SNAP benefits are knowledgeable and up-to-date with current civil rights regulations and policies that govern SNAP and guarantee program access. Selected organizations will receive information on how to register for this annual training.

In addition to the annual training, SNAP agencies, (including SNAP E&T contracted providers), must prominently display the USDA non-discrimination poster "And Justice for All". Selected agencies will receive posters via mail and must ensure to display them in waiting areas or common areas Venture V participants frequent (classrooms, building entryways, hallways, etc.). The LDSS-8036 Supplemental Nutrition Assistance Program (SNAP) Benefits Complaint Procedure (English/Spanish) must also be displayed in the waiting area/common areas. This form is available through the OTDA website, (link provided below), and is also available to be printed from the OTDA website in additional languages. Please print this document and display alongside the posters.

The LDSS-8036 can be found at: https://otda.ny.gov/policy/directives/2004/INF/04_INF-14-attach8036.pdf.

Failure to comply with the civil rights requirements may result in contract termination.

I. Voucher Submittal and Record Keeping

Vouchers for claims through the Venture V Program must be submitted on at least a quarterly basis. Contractors must ensure that books, records, documents, and other evidence pertaining to milestones achieved provide the detail required by OTDA. Additionally, all records pertaining to awards made under this funding opportunity including financial audits, budgets, plans/drafts, supporting documents, statistical records, etc., must be retained for a period of at least six (6) years following the submission of the final expenditure report.

In the event any claim, audit, litigation or State/federal investigation is started before the expiration of the aforementioned record retention period, the records must be retained by the contractor until all claims or findings regarding the records are resolved.

OTDA shall have access to any records relevant to the project, including books, documents, photographs, and correspondence necessary to make audit, examinations, transcripts, and excerpts. If OTDA determines that such records possess long-term historic value, they must be transferred to OTDA.

Projects will be monitored by OTDA on a regular basis throughout the term of the contract. Monitoring may include site visits as well as regular telephone contact. The goal of monitoring is to ensure that the terms of the contract are being met. In addition, monitoring enables OTDA to provide technical assistance, where necessary, in order to assist the contractor in meeting the terms of the contract. It is the responsibility of the contractor to monitor any and all subcontracts.

V. PROPOSAL REQUIREMENTS – FORMAT AND CONTENT

Proposals will consist of two parts – a technical section and a budget section. To ensure that all proposals are evaluated on the same basis, all proposal questions must be answered and all required pre-submission uploads must be completed.

A. Evaluation Process

The evaluation process will abide by the following rules:

- a. All bidders that are determined not to be responsive or responsible will be disqualified after completing a review.
- b. Proposals that fail to meet the requirements may be disqualified after completing a full review.
- c. Applicant organizations must meet the prequalification requirements set forth on pages 2 and 3 of this RFP.

B. Evaluation Criteria

OTDA will evaluate proposals based on the following technical criteria. The points assigned are reflective of the importance of each item as it relates to the total technical score.

Technical Section

- **Case Management (20 points)**

The applicant demonstrates a case management approach to service delivery which strives to ensure that clients with complex needs receive timely and coordinated services and that resources are used in order to maintain an individual's ability to function independently in a community of their choice as long as practical. Barriers and limitations are discussed along with strategies to address these issues. A detailed description of the case management portion of the program is presented. The description includes intake and employability assessment procedures, service plan development and ongoing monitoring of participant progress and needs. The applicant demonstrates an understanding of the medical, financial, emotional and employment needs of the participants and a plan to make referrals to outside resources, as appropriate. The key functions of the case manager are defined and include coordinating an array of services in conjunction with the needs of the participant.

- **Project Strategy, Design and Training Methodology (30 points)**

The goal of this initiative is to provide program participants opportunities to gain skills and training that will move them forward to sustainable, gainful employment and economic independence. This section of your Venture V Program proposal should contain the following:

- A sound strategy for preparing participants for available employment is clearly described and includes, goal-setting, overcoming barriers to employment, employability assessment, a job retention strategy, and job preparation activities, a sample of a participant employability assessment is uploaded.
- A plan to recruit employers is presented, including a method for developing ongoing relationships in order to create a potential list of direct placement opportunities Job development efforts which solicit the types of jobs available in in-demand fields that could lead to advanced career opportunities and financial stability.
- The member(s) of staff responsible for assisting participants in gaining employment are identified and the responsibilities related to this task are explained.

- A job development strategy is outlined that assures employers provide adequate wages as well as an explanation of efforts to focus on sectors of the economy expected to experience sustained job openings or job growth.
 - Linkages to additional supports such as educational and training providers, support groups, childcare, medical services, and transportation services are described and will connect participants with services to improve job performance and promote advancement.
 - The applicant describes what efforts will be made to utilize M/WBE vendors. Additional information about M/WBE requirements can be found on page 30 of this RFP.
- **Organizational Experience and Past Accomplishments (15 points)**
The applicant provides evidence to demonstrate their capability and relevant experience in developing and operating job preparation and placement programs. Performance in meeting contract goals to date will also be used in scoring this section for current SNAP E&T Venture IV contractors responding to this RFP.
 - **Budget Section (20 points)**
The operating budget will be examined to determine the extent to which expense projections are reasonable, necessary and allowable for delivery of services. Administrative costs are limited to no more than 15% of the total program costs and all administrative costs must be identified and itemized. Priority will be given to budgets that minimize administrative costs in favor of direct program costs. The budget proposal will be developed within the Grants Gateway and will outline the amounts and types of budget items that the applicant requires to operate for the one-year period beginning December 1, 2021.

Budget category definitions are as follows:

- **Staff Salaries** – The annual salaries of the staff that will be working on the project and corresponding FTE value. Describe briefly in the Budget Narrative the titles and roles of the staff listed. Provide an explanation of any anticipated changes or exceptions in staffing patterns and/or annual salary costs during the contract period.
- **Fringe Benefits** – Briefly explain the calculation of fringe benefits associated with the staff salaries. Include any social security, workers’ compensation, unemployment insurance, disability insurance and other insurance programs the applicant organization provides. The rate for salary fringe is capped each State fiscal year and current rules may be found in the [OSC Guide to Financial Operations](#). Contractors will be subject to rate limits that are in effect throughout the term of the contract. If budgeted fringe benefits represent an exception to standard policy, please explain the basis.
- **Contractual Services** – Includes institutions, individuals, or organizations external to the contractor which have entered into an agreement with the contractor to provide any services outlined in or associated with the contract, and whose services are to be funded under the contract. All such agreements are to be a bona fide written contract and a copy of each must be included. If details are not known, include a brief narrative of each contractual service to be provided, indicating the organization/individual selected, anticipated outcomes and projected budget.
- **Staff Travel** – The travel costs associated with service delivery or approved trainings. All costs must be budgeted in line with standard organization travel policy or NYS OSC guidelines. Travel costs are reimbursed at State rates published by the OSC and only travel costs for personnel

listed under staff salaries are acceptable. Consultant or subcontractor travel expenses should be included in Contractual Services. Any exceptional staff travel costs must be justified in the Budget Narrative. No out-of-state travel costs are allowed unless specifically detailed and approved.

- **Equipment** – Includes the reasonable cost of necessary tangible property, having a useful life of more than one year and an acquisition cost of \$500 or more per unit, which is required to operate the program and may be either purchased or rented, whichever is more economical. An inventory of all equipment purchased must be kept including a depreciation schedule when necessary. Justification for any exceptional equipment purchases and/or rental costs must be provided. All equipment purchases between \$500 and \$5,000 require three verbal estimates and any purchases over \$5,000 require three written estimates and prior approval by OTDA.
- **Space and Utilities** – Include prorated necessary and reasonable real estate rental and utilities costs required for the operation of the program. Justification for any exceptional space or utilities costs must be provided. A rental agreement must be included as part of an awarded contract. Space justification must include cost per square foot and only the square feet being used by staff charged to this program at their approved FTEs may be included.
- **Other Operating Expenses** – List other items not included under any of the categories listed above and administrative costs up to the 15% cap. Includes supplies, postage, printing/ photocopying, advertising and telephones. Any type of expense outside of the categories listed above and any exceptional dollar amounts must be explained in the Budget Narrative.
- **Other** – Includes participant support services, participant payments and the performance component as explained below:
 - **Participant Reimbursements** – List any expenses for items that will be made available to program participants such as: transportation allowances, clothing allowances and program supplies. Individuals requiring childcare may be eligible for assistance through the District.
 - **Performance Component** – This is your reimbursement schedule for the performance-based portion of this contract and must be completely filled out. The Reimbursement Schedule can be found in the Pre-Submission Uploads section of the Grants Gateway.

Any personnel that provide both direct services and administrative duties may be split accordingly between the personnel and administrative cost categories. The explanation/ justification should be very specific as to the time spent on activities in such instances. The itemized administrative total must not exceed 15% of the budget total. Funds requested in support of administrative personnel are subject to NYS Executive Order #38 and attending NYS Social Services Law. Pursuant to this order, grant funds may not be used to support the salaries of administrative personnel that receive compensation in excess of \$199,000 without an approved waiver. OTDA may adjust the compensation cap annually based on appropriate factors and with the approval of the Director of the Division of Budget.

C. Restrictions on the Use of Funds

The following are illustrative of the types of items that are not allowable direct or administrative costs:

- Advertising costs, except for recruitment of personnel or procurement of scarce items; or those

- specifically relating to this RFP;
- Capital expenditures for improvement or acquisition of facilities;
- Interest costs incurred by provider agencies;
- Costs of organized fundraising;
- Medical costs;
- Wage subsidies;
- Costs for attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the project; and,
- Costs for preparation of continuation agreements and other proposal development costs.

D. Method of Selection

The method of selection will be based on a point system. Awards will be based on the highest total points, but in order to best maximize funding, OTDA reserves the right to consider lower ranked proposals in the cases where multiple proposals are received for one county or to achieve a greater geographical diversity.

Should additional funding become available at any time during the period which this RFP covers, in lieu of releasing a new RFP if deemed in the best interest of the State:

- OTDA may make additional awards based on the remaining unfunded proposals submitted to OTDA as a result of this RFP in a manner consistent with the award methodology set forth;
- OTDA may increase awards to selected providers beyond the maximum award specified in this RFP or to previously proportionally reduced award amounts to current contractors; and/or,
- OTDA may increase awards to contractors that have demonstrated positive outcomes as determined by a methodology developed by OTDA.

OTDA reserves the right to solicit and accept new proposals, as funding becomes available, should there not be acceptable remaining proposals.

Should available funds be decreased in future years, OTDA reserves the right to reduce awards on a pro-rated basis or based on organization performance.

E. Required Pre-Submission Uploads

The following are explanations of the forms that applicants are required to upload prior to submitting a Venture V application. Download all forms by following the links available in the Grants Gateway Upload Properties section. If you are unable to produce required information, you must upload an explanation in its place.

- **District Partnership Form** – This form must be signed by the social services district (District) representative for each District the applicant is proposing to serve. Completion of the District Partnership Form substantiates that the District has participated in the design of the proposal and agrees to identify and/or refer participants in receipt of SNAP during the program period.
- **Local Funding Agreement** – This form identifies the type and amount of non-federal funds that the applicant organization will contribute to meet the 50% non-federal local funding requirement.
- **Local Workforce Development Board Approval Form** – For applicants planning to provide Job Skills Training through Venture V Program, this form signifies the Local Workforce Development

Board assurance that the training being offered is related to employment in demand within the local workforce investment area.

- **Reimbursement Schedule** – Applicants must complete this form to demonstrate the performance component of the budget. At least 40% of the requested award must be allocated to performance milestones that include job entry and 30 and 90-Day retentions.
- **M/WBE Goal Requirements Certification of Good Faith Efforts** – This form must be signed to certify agreement to document good faith efforts to provide meaningful participation by New York State certified M/WBE subcontractors or suppliers/vendors in the performance of this contract.
- **Staffing Plan** – The staffing plan should be completed based on the composition of staff working on the project. Enter the numbers or count in the corresponding boxes and add up the totals in each column. This form is for diversity research purposes only and has no bearing on M/WBE participation requirements or overall participation goals.
- **M/WBE-EEO Policy Statement** – This is an acknowledgement that New York State is an Equal Employment Opportunity employer, and by extension it expects all vendors, contractors, and subcontractors that hold contracts with New York State to ensure the same standard of equal opportunity in their employment practices. Applicants must sign and return the M/WBE – EEO Policy Statement with their proposals.
- **M/WBE Utilization Plan** – This form must be submitted with any bid, proposal, or proposed negotiated contract, or within a reasonable time thereafter, but prior to contract award. The Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) under the contract. A dually certified firm cannot be counted toward both the MBE and WBE participation goals.
- **M/WBE Subcontractor and Suppliers Letter of Intent to Participate** – This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. The form serves as an agreement with the vendors that will provide supplies and/or services under the approved contract. Letters of Intent must be submitted for each MBE and WBE indicated on the M/WBE Utilization Plan.
- **Subcontractor and Supplier Identification Form** – This form for OTDA For-Profit and Nonprofit procurements (IFB/RFP/Contract Reporter \$50,000 or more) was created for applicants to complete as part of the bid solicitation. The form requires applicants for each new procurement (IFB/RFP/Contract Reporter Purchases of \$50,000 or more) to list all subcontractors and the requested information for each that is in place to provide the goods and services required by that contract. This form was created to provide OTDA with a list of all subcontractors and key information, including dollar value of the subcontracts over the contract term, to assist OTDA in assessing the discretionary portion of each contract and overall compliance with NYS/OTDA M/WBE requirements.
- **Not for Profit Contract Attestations** – The following forms are available in the Grants Gateway and must be signed and submitted with all applications: EO177 Certification, Non-Collusive Bidding Certification, Acknowledgement of Understanding of Post-Employment Provision, Assurance of No Conflict of Interest, and Sexual Harassment Prevention Certification.

F. Terms and Conditions Governing this RFP

1. Awards will be made to applicants whose proposals are determined to best meet the criteria for proposal evaluation and selection set forth in this RFP. NYS OTDA reserves the right to terminate the contract in whole or in part, or to modify the contract at its discretion or due to the unavailability of funds. If additional funding becomes available, OTDA reserves the right to subsequently reconsider eligible proposals submitted in response to this RFP at that time, using the same scoring criteria and award methodology. Updated information may be requested as deemed necessary by OTDA. OTDA also reserves the right to issue a new RFP to solicit new proposals.
2. This RFP does not commit OTDA to award any contracts or to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for any services. OTDA reserves the right to amend, modify, or withdraw this RFP and to reject any and all proposals submitted, and may exercise such right at any time and without notice or liability to any applicant or other parties for any expenses incurred in the preparation of a proposal.
3. This RFP and any resulting contracts are subject to all applicable laws, rules, and regulations promulgated by any federal, State and municipal authority having jurisdiction over the subject matter thereof. Any contract awarded pursuant to this RFP will be subject to the Office's processing procedures for contracts of this type, including approval as to form by the State's Attorney General, as to award by the DOB, and by the OSC. The successful applicant will receive the complete standard contract for execution in the Grants Gateway. The applicant is encouraged to review sections of the contract that are attached before submitting an application.
4. It is the policy of OTDA to encourage the employment of qualified applicants/recipients of TA by both public organizations and private enterprises that are under contractual agreement with OTDA for provision of goods or services. OTDA may require applicants to demonstrate how they have complied or will comply with the aforesaid policy.
5. The proposal of the successful applicant will serve as the basis for the contract, the terms of which will be modified within the context of this RFP. Applicants may view a sample contract on the OTDA Procurement page. The following will be incorporated into any contracts resulting from this RFP:
 - NYS Master Contract Terms and Conditions;
 - Attachment A-1 (Program Specific Terms and Conditions);
 - Attachment A-2 (Federally Funded Grants Terms and Conditions);
 - Attachment B-2 (Expenditure-Based Budget);
 - Attachment C (Work Plan); and,
 - Attachment D (Payment and Reporting Schedule).
6. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA of third parties regarding the applicant's experience or other matters relevant to the proposal. OTDA reserves the right to request and consider additional information from any applicant beyond that presented in the initial proposal. The award of the contract, if any, may be made in reliance on additional information requested. Such information may include budget justification, program information, operation details, verification of past performance, personnel information, or other funding source information.
7. All products, deliverable items and working papers resulting from this contract will be the sole property of OTDA, and the applicant is prohibited from releasing these documents to any persons

other than the Commissioner of OTDA or his/her designee unless authorized by the Office to do so. The proposal shall be signed by an official authorized to bind the applicant and shall contain a statement to the effect that the proposal is a firm offer for a 180-day period. The proposal shall also provide the name, title, address, telephone number and area code of individuals with authority to negotiate and contractually bind the applicant, and who may be contacted during the period of proposal evaluation.

VI. GENERAL INFORMATION FOR SUCCESSFUL BIDDERS

If you are awarded a contract, you will be required to submit certain forms and comply with the following information:

- 1. Cost of Proposal Preparation** – The OTDA will not be liable for any costs of work performed in the preparation and production of a proposal, or for any work performed prior to the formal execution of a contract. By submitting a proposal, the bidder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the specifications, or because of any misinformation or lack of information. The proposals shall become property of the State of New York.
- 2. Assurances** – The applicant warrants that it has carefully reviewed the needs of the State as described in the RFP, its attachments and other communications related to the RFP, and that it has familiarized itself with the specifications and requirements of the RFP.

The applicant warrants that it can provide such services as represented in their proposal. The applicant agrees that it will perform all of its obligations in the resultant contract in accordance with all applicable federal, State and local laws, regulations and policies now or hereafter in effect.

The bidder affirms that the terms of the RFP and the attachments do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

- 3. Electronic Files or Data** – If electronic files are to be exchanged as a part of this proposal or as a product of the contract, they must conform to agency policy and guidelines.
- 4. Conflict of Interest** – Applicants may be requested to provide evidence that the award of the contract from this RFP will not result in a conflict of interest with regard either to other work performed by the contractor, or to a potential conflict of interest among specific contractor staff or subcontractors.
- 5. Ownership of Materials** – All materials developed with funding provided by the State and all proposals, work plans and budgets become property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to OTDA and to the State of New York. OTDA may use any of the materials developed with program funds for any OTDA or other State purpose.
- 6. Equal Employment Opportunity** – By submission of its bid, the successful applicant warrants that it is an Equal Opportunity Employer, and that it does not discriminate in its employment and business practices on any of the bases provided in the New York State Human Rights Law or any applicable federal laws.
- 7. Prompt Payment Provisions** – The payment of interest on certain payments due and owed by the State may be made in accordance with the criteria established in Article XI-A of the State Finance Law.

- 8. Contract Award** – Upon receipt of necessary State approvals, an award letter will be issued by OTDA to the successful applicant advising them of a contract award. A contract defining all deliverables and the responsibilities of the contractor and OTDA will then be developed for signature by both parties and for approval and processing in accordance with State policy and practice. The contract does not become legally binding upon the State of New York until it is executed by the OSC.
- 9. Advances** – To the extent allowed by Federal law and regulation, OTDA may grant advances up to 25% of the contract value or an amount equal to the State share of the contract value or whichever amount is less, if requested and with sufficient justification. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to OTDA. In the event either party terminates the contract prior to its expiration, the Contractor agrees to refund any outstanding advance balance to OTDA immediately. The repayment schedule is part of the Master Contract, Attachment D, Payment and Reporting Schedule.
- 10. Publicity** – Includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of our materials, our agency name, or other such reference to New York State and/or OTDA in any document or forum is considered publicity. News releases or any other public announcements regarding this project may not be released without prior approval from OTDA.
- 11. Freedom of Information Law and Bidder's Proposals** – The purpose of New York State's Freedom of Information Law (FOIL), which is contained in Public Officers Law Sections 84-90, is to promote the public's right to know the process of governmental decision making and to grant maximum public access to governmental records. Thus, a member of the public may submit a FOIL request for contracts awarded by the State, or for the proposals submitted to the State in response to Requests for Proposals. After formal contract award, the proposal of the successful applicant and the proposals of non- successful applicants are subject to disclosure under FOIL. However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful applicant's contract which "are trade secrets or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Please note that information which you may claim as proprietary, copyrighted or rights reserved is not necessarily protected from disclosure under FOIL. If there is information in your proposal which you claim meets the definition set forth in Section 87(2)(d), you must so inform us in a letter accompanying your proposal.
- 12. Americans with Disabilities Act (ADA)** – The successful applicant shall comply with all applicable requirements of the ADA, codified at Title 42 of the United States Code, section 12101 et seq. and associated regulations, including, but not limited to, those located in 28 C.F.R. Part 36. The successful applicant shall comply with all applicable requirements of the New York State Human Rights Law, codified in the Executive Law sections 290-301 and applicable regulations implemented pursuant to that law. The successful applicant shall warrant to OTDA that the successful applicant is in compliance with both the ADA and its regulations, and the New York State Human Rights Law and its regulations. Any products developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the ADA.
- 13. Contract Modification** – The contract budget can be modified, upon mutual agreements of the parties, during any term by written amendment. Budget modifications over 10% require external approvals by both the NYS Office of the Attorney General and the OSC.

- 14. Contract Cancellation** – OTDA reserves the right to cancel the contract or any part thereof, at any time, upon 30 days written notice. If, in the judgment of OTDA, the selected contractor fails to perform the work in accordance with the contract, OTDA may terminate the contract immediately by written notice for cause. OTDA may elect to suspend contract performance or provide a cure period prior to termination.
- 15. Responsibility Determination** – Article 11 of the New York State Finance Law requires that competitive bids be awarded to responsive and responsible bidders. In order to fulfill this requirement, you must complete the Vendor Responsibility Questionnaire in the VendRep system at: <http://www.osc.state.ny.us/vendrep/index.htm>. By signing the bid proposal, you hereby authorize OTDA to review any records in its possession concerning your organization including, but not limited to, wage records, unemployment insurance records, public works records, labor standards, and safety and health records. Based on the responses you provide, OTDA will determine whether your organization is a responsible bidder. If you are disqualified based on a determination of non-responsibility, you will be notified in writing and may appeal the determination in writing within 10 days to the Commissioner. If you fail to identify a violation and OTDA discovers the failure to disclose such violation, your contract may be terminated immediately upon written notice.
- 16. Insurance Coverage** – Successful bidders must provide acceptable proofs of disability and worker's compensation insurance coverage before their contract can be executed by the New York State Office of the State Comptroller.
- 17. Iran Divestment Act** – By submitting a bid in response to this solicitation, or by assuming the responsibility of a contract awarded hereunder, the contractor (or any assignee) certifies that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012" list (Prohibited Entities List) posted on the OGS website at: <https://ogs.ny.gov/iran-divestment-act-2012> and further certifies that it will not utilize for such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, the 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. During the term of the contract, should OTDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certification, OTDA 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 OTDA 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. OTDA reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.
- 18. OTDA Bid Protest Procedure** – It is the policy of the OTDA to provide all applicants with an opportunity to resolve complaints or inquiries related to bid solicitations or pending contract awards administratively. The OTDA encourages all successful or unsuccessful applicants who desire a debriefing to contact Employment and Income Support Programs directly. All such matters will be accorded impartial and timely consideration. Detailed procedures are as follows:
- **Formal Written Protests** – Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any applicant or prospective applicant who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of this RFP, proposal evaluation, or

contract award phases of the procurement, may present a formal complaint to the OTDA and request administrative relief concerning such action (“formal protest”). A formal protest must be submitted in writing to the OTDA, by ground mail (except where alternate arrangements have been made), to the Director of the OTDA Bureau of Contract Management (BCM), Jason Wilkie, 40 North Pearl Street, 12th Floor, Section D, Albany, NY 12243. A formal protest must include a statement of all legal and/or factual grounds for disagreement with an OTDA specification or purchasing decision, a description of all remedies or relief requested, and copies of any and all applicable supporting documentation.

- **Deadline for Submission of Formal Protests or Omissions in the Procurement Process** – The OTDA must receive formal protests concerning errors, omissions, or prejudice, including patently obvious errors in the RFP specifications or documents, at least 10 calendar days before the proposal due date.
- **Deadline for Submission of Formal Protests of Contract Award** – The OTDA must receive a formal protest concerning a contract award within 10 business days of the issuance of notice of contract award.
- **Review and Final Determination of Protests** – Protests will be resolved through written correspondence. However, the protestor may request a meeting to discuss a formal protest or the OTDA may initiate a meeting on its own accord, at which time the participants may present their concerns. Either the protestor or the OTDA may decline such a meeting. Where further formal resolution is required, the Director of BCM may designate an OTDA employee (“designee”) to determine and undertake the initial resolution or settlement of any protest. The designee will conduct a review of the records involved in the protest and provide a memorandum to the Director of BCM summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Director of BCM shall: (a) evaluate the designee’s findings and recommendations, and the evaluation team’s reports and recommendations; (b) review the materials presented by the protesting party and/or any materials required of or submitted by other Offerors; (c) if necessary, consult with the OTDA Counsel’s Office; and, (d) prepare a response to the protest. A copy of the protest decision, stating the reason(s) upon which it is based and informing the protestor of the right to appeal an unfavorable decision to the OSC shall be sent to the protestor or its agent within 45 calendar days of receipt of the protest, except that upon notice to the protestor such period may be extended. The protest decision will be recorded and included in the procurement record, or otherwise forwarded to the OSC upon issuance.
- **Appeals** – Specifics on the Nonprofit Contract Appeal Process can be found at: <http://otda.ny.gov/contracts/>. Upon receipt of the OTDA’s determination of a protest, a protestor has 10 business days to file an appeal of determination with the OSC, Bureau of Contracts. The appeal must be filed with Ms. Charlotte Davis, Director, Bureau of Contracts, New York State Office of the State Comptroller, 110 State Street, 11th Floor, Albany, NY 12236. The protestor’s appeal must contain an affirmation in writing that a copy of the appeal has been served on the OTDA, the successful applicant (except where the contracting agency upholds the protest and the successful applicant is the appealing party), and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges the OTDA’s determination. The OSC Bureau of Contracts will conduct a formal review and issue its determination of the appeal in accordance with its established policy and procedures.
- **Reservation of Rights and Responsibilities of the OTDA** – The OTDA reserves the right to waive or extend the time requirements for protest submissions, decisions, and appeals herein

prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State and the OTDA. If the OTDA determines that there are compelling circumstances, including the need to proceed immediately with the contract award in the best interest of the State, then these protest procedures may be suspended, and such decision shall be documented in the procurement record. The OTDA will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of contract award prior to issuance of a formal protest decision.

- **Procurement Activity Prior to Final Protest Determination** – Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by the OTDA. If a formal protest or appeal is received by the OTDA on a recommended award prior to the underlying contract being forwarded to the OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC.

If a final protest decision or final decision on appeal has been reached prior to transmittal to the OSC, a copy of the final decision must be included in the procurement record and forwarded with the recommendation for award. If a final protest decision is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under State Finance Law §112, a copy of the final OTDA decision shall be forwarded to the OSC when issued, along with a letter either: (a) confirming the original OTDA recommendation for award and supporting the request for final §112 approval, (b) modifying the proposed award recommendation in part and supporting a request for final §112 approval as modified, or (c) withdrawing the original award recommendation.

- **Record Retention of Bid Protests** – All records related to formal applicant protests and appeals shall be retained for at least one year following resolution of the protest. All other records concerning the procurement shall be retained according to the statutory requirements for records retention.

19. Contractor Requirements and Procedures for Participation by New York State- Certified Minority and Women-Owned Business Enterprises (M/WBEs) and Equal Employment Opportunity (EEO) for Minority Group Members and Women and Workforce Utilization Reporting – Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, OTDA is required to promote opportunities for the maximum feasible participation of New York State-certified M/WBEs, and the employment of minority group members and women in the performance of OTDA contracts.

Business Participation Opportunities for M/WBEs – For purposes of this solicitation, OTDA hereby establishes an overall 30% M/WBE participation goal, and specific participation goals for both New York State-certified Minority-owned Business Enterprises (“MBE”) and New York State-certified Women-owned Business Enterprises (“WBE”) will be assessed based on the nonprofit’s discretionary spending budget and participation opportunities therein. A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com/>. For guidance on how OTDA will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a

contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE].[FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and OTDA may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com/>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Contract's program manager at OTDA. Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OTDA for review and approval. OTDA will review the submitted MWBE Utilization Plan and advise the respondent of OTDA acceptance or issue a notice of deficiency within 30 days of receipt.
- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

OTDA may disqualify a respondent as being non-responsive under the following circumstances:

- a. If a respondent fails to submit an MWBE Utilization Plan;
- b. If a respondent fails to submit a written remedy to a notice of deficiency;
- c. If a respondent fails to submit a request for waiver; or
- d. If OTDA determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OTDA, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to OTDA, by the 7th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity (EEO) and Workforce Utilization Reporting Requirements – By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 – Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements therein (the “Work”), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed (religion), color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the contract, or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-Owned Business Enterprise and Equal Employment Opportunity Policy Statement to OTDA with its bid or proposal.

If awarded a Contract, the respondent shall submit form OTDA-4971 Workforce Utilization Report (and shall require each of its subcontractors to submit a Workforce Utilization Report, in such a format as shall be required by OTDA on a QUARTERLY basis during the term of the Contract. The Workforce Utilization Report will include demographic information as requested in the Report and the Total Compensation for all groups of employees that perform work under each Occupation Classification and Job Title.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis. Note – NFP grantees are exempt from Executive Order #162. Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the contract, leading to the withholding of funds, suspension or termination of the contract, or such other actions or enforcement proceedings as allowed by the contract.

- 20. Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses** – Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OTDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. For purposes of this procurement, OTDA conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at: (518) 474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ATTACHMENT E
SECURITY AND CONFIDENTIALITY TERMS
Last Updated: June 2019

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The Security and Confidentiality Terms set forth in this Attachment E are made part of the Agreement between OTDA and the Contractor.

Definitions

For purposes of this Attachment E the following terms shall have the following meanings:

“Protected Information” means data or information to which the Contractor is given access which OTDA creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA’s information technology solutions, applications, systems, networks or data;
- e. Any other material designated by OTDA as being “Confidential,” “Personal,” “Private,” or otherwise “Sensitive.”

“Authorized Persons” means the Contractor’s employees, subcontractors or other agents who are authorized and have a business justification to access Protected Information to enable Contractor to perform the services pursuant to the Agreement.

“Information Security Incident” means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information.

“Information Security Breach” means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

“OTDA Contact” means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

“Continental United States (CONUS)” – the 48 contiguous States and the District of Columbia

“Follow the Sun” – Follow-the-sun is a type of global workflow in which tasks are passed around daily between work sites that are many time zones apart. All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

Data to be Disclosed

While a listing of specific data elements and/or information required to effectuate the Agreement may be more specifically set out in the solicitation, the obligations set out apply not only to such data elements and/or information but to all Protected Information, as defined herein.

Purpose of Data

Contractor represents that it is requesting and/or providing Protected Information solely for purposes specified in this solicitation. OTDA will release Protected Information to Contractor exclusively for this purpose. Contractor shall use the Protected Information only for the authorized purposes specified in this Agreement.

Ownership of Data

Contractor agrees that OTDA shall be deemed the “owner” of Protected Information disclosed by OTDA to Contractor under this Agreement including for purposes of complying with the requirements of General Business Law Section 899-aa.

Data Exchange Details

Prior to OTDA’s sharing of any data pursuant to this Agreement, Contractor and OTDA shall work together to provide and establish a secure, encrypted (both in transit and at rest) method of data exchange for any transfer of such data which shall, at a minimum, comport with the standards set and required by the [New York State Chief Information Security Office](#) (NYS CISO) and, where required, any additional heightened compliance obligations applicable to and necessitated by the data involved in any such exchange. The NYS CISO’s office shall, as OTDA deems appropriate, be provided with details of such proposed method of exchange for review and approval. The Parties agree that they will work together to create and keep current a Technical Service Description, to be made part of this Agreement, which sets forth the details of the Protected Information which OTDA shall furnish to Contractor, including, at a minimum, the frequency of the disclosure, timing, technical details of the method of data exchange (including all relevant details), and the format of any response as between the Parties.

Data Protection

Safeguarding of Protected Information shall be an integral part of the business requirements and activities of the Contractor to ensure there is no inappropriate or unauthorized use or exposure of Protected Information at any time. Contractor shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the [NYS CISO](#), and must comply with all applicable state and federal law, rules, regulations, and policies.
- b. All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth

by the [NYS CISO](#), all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.

- c. At no time shall any Protected Information be copied, disclosed or retained by the Contractor for any purpose other than performing the services under this Agreement.
- d. Contractor and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.
- e. Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Contractor's data and data belonging to the Contractor's other customers, including other governmental entities.
- f. All data center(s) used to perform the services under the resulting Contract must, at a minimum, meet or exceed Tier 3 standards for redundancy and resilience, which can be found at the Uptime Institute website.
- g. The contractor must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the NYS CISO and fulfill the compliance obligations for the protection of OTDA's Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

Data Security

Contractor shall immediately disclose its non-proprietary security processes and technical limitations to OTDA such that adequate protection for Protected Information is attained. At a minimum Contractor represents and warrants that the security requirements and processes shall comport with the security standards and protocols set by the [NYS CISO](#). In addition, the Contractor shall also comply with any state and/or federal laws, rules, regulations and/or policies that are applicable to the data being exchanged under this Agreement, including any heightened compliance obligations. The system and procedure that the Contractor will maintain for handling, storage, use, and destruction of Protected Information governed by this agreement will be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

Data Location

Contractor shall provide its services to OTDA and OTDA's end users solely from data centers physically located within the continental United States (CONUS), meaning the 48 contiguous States and the District of Columbia. Storage of Protected Information at rest shall be located solely in data centers in the United States. The Contractor shall not store, access, maintain, or process Protected Information on a mobile or portable device. The Contractor will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected

Information in such a way that it will be secure from unauthorized access by any means.

Contract and Data Center Audit

The Contractor shall allow OTDA and any other authorized government agency to audit the Contractor's compliance with the security procedures set forth in this section. Contractor shall perform an independent audit of its data centers which contain Protected Information at least annually and provide OTDA a copy of such audit report. Any non-critical deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Agreement safeguards must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to OTDA. Critical deficiencies must be immediately remedied within a timeframe that OTDA approves. The completion of these requirements is at the Contractor's expense with no additional cost to OTDA. The contractor will maintain a formal policy and procedures for the handling, storage, use, and destruction of Protected Information governed by this Agreement which must be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

The contractor will permit OTDA, or their agent, to enter upon Contractor's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality, privacy, security, and compliance of the Protected Information. The contractor will also cooperate with OTDA, or their agent, in connection with any request for access to staff, information, or material related to an OTDA confidentiality, privacy, security, or compliance review, audit, or monitoring visit.

The contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense, a full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Agreement. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit.

Access

The contractor will limit access to Protected Information to Authorized Persons who have a legitimate business justification for access to such data for the purposes described in this Agreement.

For Protected Information with heightened compliance requirements, including but not limited to Unemployment Insurance Benefit information, Federal Parent Locator Services information, Federal Tax information, and Social Security Association information, Contractor will provide a listing of such Authorized Persons to OTDA at intervals determined by OTDA. The contractor will ensure that this list is kept current with any additions, changes, or removal of Authorized Persons needing access.

Access to Protected Information by Authorized Persons shall be closely monitored by Contractor and shall be removed in the event such access is no longer justified by a legitimate

business need or where the person separates from service. Such removal must be immediate but in no event later than the close of business on the date of the triggering event.

Notice of all such changes will be sent to:

OTDA General Counsel
40 North Pearl Street, 16C
Albany, New York 12243
(518) 474-9502
Otda.sm.iso@otda.ny.gov

The contractor may not assign or subcontract the Agreement, its obligation or interest hereunder, without the express, written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and will constitute grounds for immediate termination of the Agreement by OTDA.

Contractor expressly represents and agrees that it will not re-disclose Protected Information provided by OTDA under this Agreement to third parties, including contractors or subcontractors, without the prior, written approval from OTDA. Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not provided for in this agreement without the express prior, written consent from OTDA.

The contractor will undertake precautions to limit access to disclosed Protected Information to Authorized Persons only. The contractor will adopt safeguards and procedures to limit dissemination only to authorized individuals with a legitimate business need/purpose related to the purpose of this project as set out in this Agreement.

Training

The Contractor will ensure that all Authorized Persons who have access to any Protected Information for authorized purposes set forth in this Agreement have been instructed in a manner approved by OTDA regarding the confidential nature of the Protected Information, the safeguards required to protect such data, and the sanctions in applicable state, federal, and local laws, rules, regulations and/or policies for unauthorized disclosure of Protected Information. Contractor will annually sign an acknowledgement that all Authorized Persons with access to Protected Information have been instructed in a manner approved by and as set out above. Contractor will provide this acknowledgement upon request to OTDA and prior to the disclosure of any Protected Information hereunder and annually, as required, to continue the disclosure of Protected Information hereunder.

Confidentiality Agreements

Contractor shall require Authorized Persons to sign a confidentiality and non-disclosure agreement provided by OTDA in relation to access to Protected Information. Such signed agreements must be obtained prior to Authorized Persons commencing work. Contractor shall maintain such agreements for the duration of the audit period as set out in

this Agreement and for the duration of any state, federal, and local laws, rules, regulations and policies applicable to the Protected Information being exchanged under this Agreement, whichever is longer, and shall provide them to OTDA upon request.

Background Investigation and Fingerprinting

Contractor shall have a written personnel security policy that ensures a background investigation is completed for any individual who will need access to perform his/her job duties to Protected Information with heightened compliance obligations. The policy will identify the process, steps, and timeframes for determining whether an employee may be granted access to such Protected Information. The results of the background check will be reviewed by the Contractor to determine whether the applicant is suitable for access to such Protected Information. Suitability is defined as having verified citizenship or residency and no prior criminal offense or offenses where the nature of the offense creates a risk of misuse of such Protected Information as defined within this Agreement. Written background investigation policies and procedures must be provided to OTDA for review and approval. Policies and procedures, as well as a sample of completed background investigations, must be available for inspection upon request by OTDA or its agents.

Notification of Legal Requests

The Contractor shall immediately inform OTDA in writing upon receipt of any legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests, electronic discovery, litigation holds, and discovery searches) for access to Protected Information that is not otherwise authorized under this Agreement and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. The Contractor will keep OTDA's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by OTDA. The notification shall be directed to:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
Otda.sm.iso@otda.ny.gov

Report or Publication

Contractor will ensure that any study, report, publication, or other disclosure for which Protected Information shared by OTDA is the basis and which is permitted under this Agreement is limited to the reporting of aggregate, de-identified data, which means it will not contain any information that might lead to the identification of a private person or entity. OTDA shall have the right to review and approve any such study, report, publication, or other disclosure prior to disclosure or publication.

Return/Destruction of Protected Information

In the event of termination or expiration of the Agreement, Contractor shall immediately implement an orderly return of all Protected Information, whether in digital or any other form, in a mutually agreeable format at a time agreed to by the parties and/or at the direction of OTDA. Thereafter, the Contractor shall, unless otherwise advised in writing by OTDA, immediately destroy and/or sanitize, as appropriate to the medium, such data and any extracts, copies, or backups of same thoroughly and irretrievably. The method for the sanitization of data shall, at a minimum, comport with the standards set by the [NYS CISO](#) for the sanitization of data. Contractor shall thereafter certify in writing and provide proof that these actions have been completed within 30 days of termination or expiration of this Agreement or within seven days of the request of an agent, employee or officer of OTDA, at the discretion of OTDA. The Contractor will not make, retain, copy, duplicate, or otherwise use any copies of Protected Information after completion of the purpose for which the data disclosed is served without prior written permission from OTDA.

Data Retention

Notwithstanding any other obligation under this Agreement, Contractor agrees that it will preserve the Protected Information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring applicable data records retention obligations are met.

Compliance with Information Security Breach Notification Act and other Laws

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Protected Information does and will comply with all applicable federal, state and local privacy, confidentiality, security, data protection and compliance laws, rules, regulations, policies, and directives. Contractor warrants that it will comply with the applicable New York State Information and Security Breach Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). The contractor ensures that it and all Authorized Persons will be in compliance with the aforementioned state, federal, and local laws, rules, regulations, policies, and directives.

Vulnerability Scanning

The contractor must perform appropriate and required environment vulnerability scanning in accordance with Industry best practices and standards. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA. OTDA, through ITS, will have the option to perform application scanning and web server scanning, as needed. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

When software vulnerabilities are revealed and addressed by a vendor patch, the Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the

reasonable discretion of OTDA in consultation with ITS and Contractor. The contractor will apply all critical security patches, hotfixes, or service packs as they are tested and determined safe for installation after consultation with OTDA and ITS.

Information Security Incident and Information Security Breach

If the Contractor or any Authorized Person becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Contractor shall within 30 minutes of becoming aware or having knowledge of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action is necessary for response to the same. At such time, Contractor shall provide OTDA with the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact and shall be available to assist OTDA 24 hours a day, seven days per week, in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.sm.iso@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Contractor shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of same and devise a proposed resolution and report the cause(s) and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future ; and 6) take any other action as may be directed by OTDA.

Notification and Assistance to Affected Persons.

Contractor shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach ("Affected Persons") or, as OTDA deems appropriate, an Information Security Incident. The contractor is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);
- b. If requested by OTDA and/or required by law, provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan

monitoring, and any other services deemed reasonably necessary by OTDA to Affected Persons for a minimum of one year or longer, as determined by OTDA, (together referred to as "Affected Persons Assistance");

- c. **Costs.** The Contractor shall bear all costs associated with providing Affected Persons Assistance. OTDA may reduce any Contractor invoice by an amount attributable to the Contractor's failure to satisfactorily provide Affected Persons Assistance.

Business Continuity and Disaster Recovery

The Disaster Recovery system shall be accessible by all users 24 hours a day, seven days a week, 365 days a year and available 99.982% of the time (uptime) per month and must not be rendered inoperable for any longer period for the purposes of maintenance, upgrades or hardware additions. OTDA will work with the Contractor to provide a listing of all essential functions related to the Agreement that must be sustained and maintained for the duration of the agreement. The Contractor shall have no less than one redundant data centers separated by at least 100 miles and on separate network fiber and separate power grids.

Contractor shall failover application to alternate hardware to perform planned maintenance, patches, code revisions, etc. to one instance, thoroughly test, then switch back to the upgraded instance before repeating the planned maintenance, patch, code revision, etc. on the second instance.

The contractor will provide OTDA with a business continuity and disaster recovery plan. This plan will include detailed precautions to minimize the effects of any disaster or interruption of service so that OTDA can rapidly continue to operate and resume mission-critical functions. OTDA will work with the Contractor to provide an analysis of business processes and continuity needs. The contractor will provide technical support staff with the skills required to interface with OTDA's application, network, hardware, and software during planning and preparation for disaster recovery and business continuity testing and/or during any declaration of an actual disaster. Minimum recovery time objective (RTO) and recovery point objective (RPO) will be determined by OTDA.

Suspension/Termination

OTDA agrees to provide Protected Information pursuant to this Agreement subject to the representations and agreements by

the Contractor contained in this document. OTDA will suspend the Agreement and the further disclosure of any Protected Information hereunder if: (i) Contractor fails to comply with any provision of this Agreement or (ii) OTDA General Counsel believes in good faith that the Contractor has violated its obligations to maintain the confidentiality, privacy, security and/or compliance status of such data or limit properly limit dissemination of such data. Such suspension will continue until corrective action, approved by OTDA, has been taken. In the absence of prompt and satisfactory corrective action, OTDA may, at its sole discretion, terminate the Agreement. Upon termination, the Contractor must immediately return all Protected Information obtained by the Contractor or Authorized Persons under the Agreement pursuant to the terms and conditions of the Return/Destruction of Protected Information section within this Agreement.

General Terms

In addition to suspension or termination of the Agreement as provided herein, OTDA reserves the right to undertake, without limitation, any other action under the Agreement, or state or federal law, rule, or regulation, to enforce the Agreement and secure satisfactory corrective action and/or return and/or destruction of the Protected Information furnished hereunder, including seeking damages, penalties, and restitution from Contractor or its affiliates as permitted under law.

The Contractor's and Authorized Person's confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

Assignment or Subcontracting







The Contractor may not assign or subcontract the obligations or interests outlined in this Section of this Agreement, without the express, prior written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and shall constitute grounds for immediate termination of the Agreement by OTDA.

Cloud computing provisions



All privacy, confidentiality, security and compliance requirements set out in this Agreement shall apply to any cloud computing solution proposed for use by the Contractor to accomplish any obligation under this Agreement.


PART B: Instructions for Completing the Application:

The Venture V Application must be submitted in Grants Gateway. Eligible entities are not-for-profit community-based organizations. Applicants should submit one application per organization or consortium. Read and apply all instructions while completing the screens in Grants Gateway. A printed version of the application appears in Section D. Please note; though others may work on the application, only someone with a Grantee Signatory or a System Administrator role can submit the application to the State. Applications may not be accepted outside of the Grants Gateway system.

1. Find . Enter your search criteria then click .
2. Click the link for your opportunity.
3. From the  [Forms Menu](#), complete the following Forms/Screens listed below. Sections from the  [Forms Menu](#) do not have to be completed in any particular order. You must save your work before moving onto a new screen. If you do not complete it all in one session, search for the application in progress from the application link at the top of the screen when you return. After each section is completed, click , return to the  [Forms Menu](#) and click on the next section to be completed.



Forms/Screens

Project Site Address Screen: Enter all site addresses, one site per screen. Click . Click  for additional screens.

Program Specific Questions Screen: Follow instructions at top of screen. Answer all questions in this section. Note that most narrative answer spaces allow unlimited text; however, OTDA expects answers to be concise. Upload forms when required. Click .

Expenditure Budget: The Venture V Program is 60% cost-based and 40% performance-based ; however, to accommodate the parameters of the Grants Gateway system, for the purpose of submitting your proposal, your application must be reflected in a cost-based manner. The numbers needed to accomplish this will be drawn directly from your completed Expenditure Budget and Reimbursement Schedule. All costs must be reasonable, necessary and allowable for the delivery of services. Only use whole dollar amounts for funds requested. Administrative costs are limited to no more than 15% of the total program costs and must be identified and itemized. Indirect costs are not allowable.

1. Personal Services – Salary:


- Provide a brief description of each position in the Role/Responsibility field.
- Once a position has been entered and all required fields completed, click . Additional positions may be added by clicking the  button.
- An entry must be made for each employee that will be paid in full or in part from contract funds.

➤ Personal Services – Salary Narrative:

- For each position listed in the Personal Services – Salary screen, provide a detailed description of job duties and responsibilities in relation to Venture V operations.
- This form should also be used to describe the following: exceptions in staffing patterns, annual salary costs, justification for staff funded by more than one funding source, and an explanation of

the percentage of staff time allocated to Venture V activities, **including the percentage of time allocated to administrative versus program activities.**



2. Personal Services - Fringe:

- Provide a brief explanation of the percentage and composition of your fringe benefit structure in the Justification box.
- Once Fringe has been entered with all required fields filled out, click .

➤ Personal Services – Fringe Narrative:

- Use this screen to explain additional (nonstandard) fringe benefits being requested such as pension, health, life, and/or dental insurance.
- No exceptions are granted to the maximum fringe rate.



3. Contractual:

- List all contractual services provided under a formal or written agreement that will be supported with grant funds.
- Entities applying as a member of a consortium must include all partner agencies under this section.
- Use the Justification field to provide a brief explanation of how the costs of each service are allocated to this contract.
- Once a contractual service has been entered and all required fields completed, click . Additional contractual services may be added by clicking the  button.

➤ Contractual Narrative:

- Use this screen to provide detailed descriptions and justifications for each of the services listed in the Contractual section.
- For consortium-based models, indicate the roles and responsibilities of each partner agency, and the narrative details of each line item expense.



4. Travel:

- Only travel costs for personnel listed under Personal Services are acceptable.
- In the justification field, provide a brief explanation of how travel costs are calculated and allocated to this contract.
- After making an entry, click  and then  if further entries are needed.

➤ Travel Narrative:

- Use this screen to provide explanations of travel-related expenses, including which staff will be traveling in connection to the project, the destination, purpose and frequency of travel.
- Costs for attendance at conferences or meetings of professional organizations are not allowable unless attendance is necessary in connection with the project and prior approval is obtained.



5. Equipment:

- Enter each equipment item allocated to this project on a separate screen.
- Use the Justification line to briefly describe how each equipment item will be cost-allocated to this contract.
- Use the drop-down to indicate whether the equipment is purchased or rented.
- After making an entry, click  and then  if further entries are needed.

➤ Equipment Narrative:

- Use this screen to explain bids received and/or provide justifications for equipment purchase/rental costs. Note there are two separate text boxes on this form for additional information regarding equipment requests. The first text box should be used to provide documentation regarding bids received for proposed equipment purchases. If other than the low bidder is selected, provide a statement indicating why that vendor was selected. The second text box should be used to explain any out of the ordinary equipment costs.



6. Space/Property (Rent):

- Proposed space/property rental costs to be funded with Venture V funds must be supported by calculations based on the cost per square foot for each FTE associated with the program.
- Use the Justification box to provide a brief explanation of the rental costs allocated to this project.
- Once the required fields have been filled out, click  and then  if further entries are needed.

➤ Space/Property (Rent) Narrative:

- Use this form to provide detailed explanations of any out of the ordinary costs or anticipated changes in costs during the 12-month period.



7. Space/Property (Own):

- Proposed space/property costs to be funded with Venture V funds must be supported by calculations based on the cost per square foot for each FTE associated with the program.
- Use the Justification box to provide a brief explanation of the space/property costs allocated to this project.
- Once the required fields have been filled out, click save  and then  if further entries are needed.

➤ Space/Property (Own) Narrative:

- Use this form to provide a detailed explanation of any out of the ordinary costs or anticipated changes in costs during the 12-month period.



8. Utilities:

- Only the pro-rated portion of the entire expenditure that is related to the operation of Venture V is allowed. Cost allocations must be justified in the Justification field.
- Once the required fields have been filled out, click  and then add  if further entries are needed.

➤ Utilities Narrative:

- Use this form to provide a detailed explanation of any out of the ordinary costs or anticipated changes in costs during the 12-month period.

9. Operating Expenses:

- Briefly describe expenses not included in any of the categories above, such as general office supplies, postage, and printing/photocopying in the Justification field.
- Once the required fields have been filled out, click  and then  if further entries are needed.







➤ Operating Expenses Narrative:

- Use this screen to provide more detailed justifications for operating expenses included in your budget as well as explanations of any out of the ordinary costs.

10. Other Expenses Detail:

- This section includes the mandatory performance component of the Venture V program, in addition to

optional eligible items or services necessary to run the program which do not fall into any of the preceding lines in the budget.

- You must enter your performance component on two separate forms following the instructions below:
 - Step 1 – Calculate your Job Entry, 30-Day and 90-Day Job Retention milestones following the instructions outlined in this RFP;
 - Step 2 – Once you determine the number of Job entry milestones to be attributed to your project, enter this number in the “Other Expenses – Type Description” field. For example, if you are proposing 15 Job Entry milestones, type “**Job Entry (15 @ \$1,500)**” in this field. In the Justification field, type “Performance Component.” The total grant funds for this line in this example would be \$22,500. Click  and then .
 - Step 3 – Repeat Step 2, but in the “Other Expenses – Type Description” field, type “**30-Day Job Retention (15 @ \$3,000)**.” In the Justification field, type “Performance Component.” The total grant funds for this line in this example would be \$45,000. Click .
 - Step 4 – Repeat Step 2, but in the “Other Expenses – Type Description” field, type “**90-Day Job Retention (15 @ \$3,500)**.” In the Justification field, type “Performance Component.” The total grant funds for this line in this example would be \$52,500. Click .
- If you are requesting any optional eligible items in addition to the performance category, enter the item(s) in the “Other Expenses – Type/Description” field. Use the Justification field to briefly explain how the item(s) will be used to support the program.
- Click  and then  if further entries are needed.
 - Other Narrative:
 - Use this form to provide more detailed explanations of **optional** items requested in the Other Expenses Detail, as well as explanations of any out of the ordinary costs.

11. Expenditure Summary:

- Make sure that the expenses requested on all previous budget forms add up to the total amount you are requesting to operate Venture V. This amount will appear in the “Total” cell. The entries should be in whole numbers only.

Work Plan: Grant Opportunity Defined Screens: Section consists of the workplan overview form, objectives, tasks and performance measures.

Workplan Overview Screen: This section should be completed from an annual perspective. Therefore, the first annual Work Plan should be December 1, 2021 - November 30, 2022.


In the Project Summary section, project how many individuals will be served. Briefly describe your organization and the types of programs it provides. If your organization will subcontract or partner with other agencies, their roles and responsibilities in the program must be described.

In the Organizational Capacity section, describe staffing, qualifications and ongoing staff development/training activities and the relevant experience of the provider organization to support the project.


Objectives and Tasks







To start, choose an objective from the drop-down menu and click “Go.” Next, click View/Add. Enter the performance measure name, which must match the name of the objective you chose. For instance, for the 30-Day Job Retention objective, type “30-Day Job Retention”. Each objective then requires an

integer response. No upload is required.

Click . Return to the Forms Menu and select another objective from the drop-down menu. Repeat these steps for the remaining two objectives listed (90-Day Job Retentions and New Monthly Enrollments).

Pre-Submission Uploads Screen: Download all forms by following the links available on the Upload Screen or print the forms from Part C of this application. Upload all required forms in the places designated throughout the application. If required information is not available or cannot be produced, an explanation must be uploaded.

Application Submission: When you have completed your application, click . If you receive any error messages, all items must be addressed prior to submitting your application. The system will let you know when there are no outstanding items.

Remember only the Grantee Signatory or System Administrator may submit the application. To do so, the appropriate person must sign into the Gateway with their credentials. This likely is someone other than the person who created the application, so at this juncture, log out. Once the appropriate person logs in, to submit the application, click  and  for your application. When you find it, click . When you are ready to submit, click  [Status Changes](#) then . Prior to submission, you will need to certify the agreement as stated. You must click I Agree for your application to be submitted. You will know your application has been submitted successfully if you hover your mouse over  [Status Changes](#) and it shows "There are no available status options at this time."

PART C: List of Required Upload Documents

All required forms are available in the Pre-Submission Uploads section of the Grants Gateway and must be submitted with your application. A description of each of these forms can be found on page 22 of this RFP.

Venture V Proposal Forms

1. District Partnership Form
2. Local Funding Agreement
3. Local Workforce Development Board Certification Approval Form
4. Reimbursement Schedule
5. M/WBE Goal Requirements Certification of Good Faith Efforts
6. Staffing Plan
7. M/WBE-EEO Policy Statement
8. MWBE Utilization Plan
9. M/WBE Subcontractor and Suppliers Letter of Intent to Participate
10. Subcontractor and Supplier Identification Form
11. Not for Profit Contract Attestations


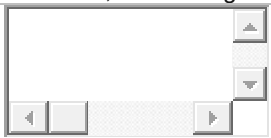
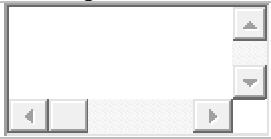


PART D: Printed Version of Gateway Application







Instructions:



1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

Project Title

All applicants must have completed the narrative and budget section of the proposal. The program questions below are reflective of the narrative section and the budget section.

1	Describe the intended population to be served through your organization's Venture V Program. Include the percentage of participants who have a history of substance abuse, are ex-offenders, have limited English proficiency, and/or are unemployed or underemployed. Priority will be given to those organizations who are targeting hard-to-serve participants described above. *
	
2	Describe the methods of outreach that will be used to recruit eligible Venture V participants. Include strategies that will be used by your organization to recruit target groups identified in the RFP including SNA participants, eligible youth, ex-offenders, limited English, no high school diploma, non-custodial parents, and those with a history of substance abuse. *
	
3	Provide an outline of the process that has been developed with the area local district(s) for the identification and referral of mandatory SNAP participants who would benefit from program services. Describe your organization's process for handling referrals that are not a good fit for the Program. *
	
4	Provide an outline of the process that has been developed with the area local district(s) for monitoring and coordinating each mandatory SNAP participant's countable hours of participation and how the hours will be provided to the district. Also include how employment information will be shared with the district for program participants who become employed. *
	
5	Define the key functions of the case manager, including coordination of services for participants and how these services will be based on need. Explain how the case management approach will be used to support and guide participants through programs and services. *
	
6	Describe your intake and assessment process and how the employability assessment will be developed and used. Include in your description staff responsible for completion of the intake and assessment processes. An upload of the employability assessment you plan to use is required. *

	
7	Provide a list of instructional programs or job skills training that will help participants make educational advances and obtain job related skills in in-demand fields with opportunities for advancement. Describe how the agency will ensure SNAP E&T funds are not used to supplant state, county, or local funds for educational programs normally available to residents and how the costs charged to E&T do not exceed the costs charged to non-E&T participants (e.g. comparable tuition). Outline the work activities that will be used in conjunction with educational activities, and the job placement, retention and improvement strategies that will help participants enter and retain employment, receive raises, and advance on the job. A Local Workforce Development Certification Approval Form listing the instructional programs that will result in a credential must be included and uploaded to the Pre-Submission Uploads section. *
	
8	Fully describe the strategy for preparing participants for available employment opportunities, with an emphasis on positions that will result in long-term employment and provide opportunities for career advancement. Include the specific expertise of staff assigned to assist participants in gaining employment. Preference will be given to agencies who assign staff with expertise in career guidance and/or vocational rehabilitation and can provide proof of same (e.g., job description, resume, letter of recommendation, etc.). Additional information to support that staff have specific expertise as described above may be uploaded but is not required. *
	
	Upload:
9	Fully describe the strategy for providing job retention services to participants who become employed. Include in your description what actions staff will take to help ensure employed participants are provided case management for a minimum of 30 days after employment begins and up to 90 days. *
	
10	Describe the roles and responsibilities of partner agencies, including the local district(s). A District Partnership Form from each district in which program participants you plan to serve reside, and acknowledgment of the districts' commitment to supporting the program must be included and uploaded to the Pre-Submissions Uploads section. *
	
11	Provide evidence to demonstrate your organization's capability and relevant experience in developing and operating employment and training programs for the target populations. Familiarity with serving low-income individuals in receipt of SNAP or SNAP/SNA must also be demonstrated. Indicate whether you will be able to begin service delivery on December 1, 2021. Additional information to support relevant experience may be uploaded but is not required. *
	
	Upload:
12	Demonstrate your experience providing education and job skills training programs, as well as in connecting individuals to employment opportunities in in-demand fields with opportunities for advancement. A description of the services offered, and specific outcome information must be provided. If applying as a member of a consortium, describe the experience relative to each entity. *

		
13	<p>Performance in meeting contract goals to date will be used in scoring this question for current Venture IV providers responding to this RFP. Applicants who are not current Venture IV contractors should provide quantitative evidence of performance related to providing specific services requested as part of this RFP and must include the names and contact information of funders to verify performance. If attaching multiple documents, they may be combined into one PDF. Uploaded information from funding agencies, such as letters that include evidence of performance, are strongly encouraged and will be weighed accordingly. Current Venture IV contractors may answer this question by indicating they are a current contractor. *</p>	
		
	<p>Upload:</p>	
14	<p>The Reimbursement Schedule and proposed budget will be used in scoring this question. Applicants must demonstrate how they plan to allocate funds for the performance component of the Program. This question may be answered by indicating the Reimbursement Schedule has been completed and uploaded to the Pre-Submissions Upload section of the Grants Gateway. *</p>	
	