

**REFUGEE SCHOOL IMPACT GRANT
(RSIG)**

Direct Services for
Rest of State
(Excluding New York City)

**REQUEST FOR PROPOSALS
AND APPLICATION**

**STATE OF NEW YORK
ANDREW M. CUOMO
GOVERNOR**



**NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE**

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PART A - SUMMARY INFORMATION

I. INTRODUCTION

The New York State Office of Temporary and Disability Assistance (OTDA) Bureau of Refugee and Immigrant Assistance (BRIA), issues this Request for Proposals (RFP) to award three 57-month contracts to provide Refugee School Impact Grant (RSIG) Direct Services.

All program funds are received from the Federal Office of Refugee Resettlement (ORR). Subject to the availability of funds for the designated contract term, OTDA/BRIA anticipates distributing \$3,618,151 in ORR Refugee School Impact Grant funds under this procurement. OTDA/BRIA intends to award three contracts from the following five counties: Erie, Monroe, Onondaga, Oneida and Albany. [Note: New York State has been awarded \$1,293,151 for 21 months of operation and anticipates being awarded 3 additional years.]

These funds support local school systems in which significant numbers of refugee children reside. The five most heavily impacted counties in New York State are Erie, Monroe, Onondaga, Oneida and Albany. ORR specifies that use of these funds must relate to the education and/or acculturation of refugee school-age children. Construction and renovation costs are not allowable under this program.

Additionally, ORR indicates that “the focus of the services should be on those who need help the most: new arrivals that are making initial adjustments and those that have been in the country three years or less but still continue to face serious challenges.”

The deadline for receipt of proposals is June 23, 2011 @ 4:00 p.m. in the Bureau’s Albany Office. See page 2 for additional information.

Eligible applicants must complete and submit all forms and narratives and relevant attachments required by this RFP and all relevant attachments (see “Application Submission Checklist” on page 66). They must pay particular attention to the Minority and Women Owned Business (M/WBE) participation requirements.

- Only proposals submitted by Eligible Grant Applicants, as defined on page 4 of this RFP, will be accepted for review.
- Only proposals that serve an Eligible Target Population, as defined on pages 8 - 9 of this RFP, will be accepted for review.

If it is determined that the application fails to meet the minimum requirements for Eligible Grant Applicants or for Eligible Target Populations, the proposal will be disqualified.

If selected, the proposal and all portions of it submitted in response to this RFP may become part of a contract with OTDA/BRIA, subject to approval by the New York State Attorney General and the Office of the State Comptroller. At the time of contract development, awardees will be required to submit additional payment schedules, program information and any revised M/WBE forms and documents for the final contract. Successful grantees will be required to submit all

final contract documents, narratives and payment schedules electronically, with the exception of documents requiring an original signature. OTDA/BRIA reserves the right to negotiate any aspect of a proposal (other than rates of payment), in order to ensure that the final agreement meets OTDA/BRIA objectives.

II. PROCUREMENT SCHEDULE/ SUBMISSION GUIDELINES

(OTDA/BRIA reserves the right to modify the dates)

Release Date of the Request for Proposals.....	May 25, 2011
Deadline for written Questions.....	June 7, 2011
Response to Questions.....	June 13, 2011
Due Date and Time for Proposals.....	June 23, 2011 @ 4:00 p.m.
Anticipated Notification of Awards.....	July 21, 2011
Anticipated Contract Start Date.....	September 1, 2011

QUESTIONS AND ANSWERS REGARDING THIS RFP

Prospective applicants may submit questions via fax, email or written correspondence to the individual and address below. Questions must be submitted no later than June 7, 2011:

Marilyn Chillis
New York State Office of Temporary and Disability Assistance
Bureau of Refugee and Immigrant Assistance
40 North Pearl Street, 10th Floor, Section C
Albany, New York 12243-0001
Fax: (518) 402-3029
Email: Marilyn.chillis@otda.state.ny.us

OTDA/BRIA will respond in writing to questions by June 13, 2011. A written copy of the questions and answers will be either mailed or e-mailed to applicants who request one. Questions and answers also will be posted on the *Contracts and Grants* web page, located at <http://www.otda.state.ny.us>.

OTDA/BRIA reserves the right to respond to questions submitted after the deadline.

PROPOSAL SUBMITTAL

One original and three copies or one original and three CDs (CDs must be labeled clearly with the agency name) of the entire application submission package (not stapled, bound or paper clipped) (see page 28) must be sent to the Bureau of Contract Management at the address below. All proposals *must* be received by mail, hand delivery, courier service, FEDEX or UPS delivery by 4pm on June 23, 2011. Any proposal received after the deadline may be reviewed at the discretion of OTDA/BRIA. OTDA/BRIA will not accept faxed proposals, or proposals sent via electronic mail.

OTDA/BRIA reserves the right to reject any and all offers.

NYS OTDA
Bureau of Contract Management
Attn: Sal Pamadora
40 North Pearl Street 13th Floor, Section B
Albany, New York 12243-0001
Phone: (518) 486-6352 (For Delivery Questions Only)

III. FEDERAL AUTHORITY

Federal requirements for the Refugee School Impact Grant Program (Section 412(c)(1)(A)(iii) of the Immigration and Nationality Act (INA), 8 U.S.C. §1522(c)(1)(A)(iii)) authorizes for the provision of state Refugee School Impact Grant Programs to assist local school systems impacted with refugee children.

More information can be found at the following websites:

Catalog of Federal Domestic Assistance (CFDA) # 93.576

Code of Federal Regulations (C.F.R.)

Immigration and Nationality Act

IV. PROGRAM DESCRIPTION

A. Purpose

Awardees will be required to implement comprehensive programs that directly target the following four elements:

1. Address the serious short and long term educational issues facing our school-aged refugee children, particularly those who have recently arrived in our state;
2. Ease the transition of these refugee children into our state's elementary, middle and high schools;
3. Empower refugee parents to be effective partners in the education of their children; and
4. Support local school systems most heavily impacted by high numbers of refugee students.

B. Background

Displacement is one of the most significant traumas faced by refugees of all ages. The lack of stability and safety, the constant disruptions and the sometimes prolonged deprivation put children at profound developmental risk, often impairing cognitive abilities as well as emotional, academic and behavioral functioning.

Once resettled in the US, a child's ability to successfully navigate the school experience is dependent on a number of factors such as age, culture, coping strategies, parental support, degree of interrupted schooling and reception by the host community.

Refugee children need attentive school staff, extra individual attention, and intensive support to tackle not only the academic concerns, but the social, emotional, material and health concerns as well.

Parental involvement in school is strongly associated with positive outcomes in academic performance and school behavior.

For refugee *parents*, many factors may inhibit parental involvement in their child's academic life. For some, language serves as a major barrier. These parents are unable to comprehend the telephone call that reports the child is absent from school (or is sick and needs to go home). They cannot understand notes sent home from the teacher. The homework is incomprehensible. They may be unaware of school events.

Some refugee parents lack an understanding about the workings of the US school system and may find the institution and the educational process intimidating. Many are unfamiliar with New York State education law, rights and responsibilities, regulation, obligations and opportunities. The notion of mandatory school attendance may be a foreign concept. Some seem to have little understanding of the school's expectations of them as partners and supporters.

Schools are not usually linguistically or culturally equipped to adequately meet the special needs of this population. They may lack knowledge about refugees' history and culture and struggle with language barriers. While most schools welcome refugee children, they are often anxious about communicating with the refugee child and family, as well as understanding their background. Teachers find that strategies, policies and expectations that accommodate the needs of their current students do not always work well for refugee children. School districts may not be currently set up to provide intensive orientation or to tailor curriculum an educational services to the specific and varying needs (academic, language, behavioral, cognitive) of the refugee student population. Schools find age-appropriate grade level placement challenging for students with significant interruptions in school attendance or lack of formal schooling.

V. ELIGIBLE GRANT APPLICANTS

Eligible applicants include public agencies, county or municipal governments, or any subdivision; not-for-profit corporations, including charitable organizations incorporated, registered and in good standing with the charities Bureau of the Attorney General in the State of New York; and faith based organizations and educational institutions.

Prospective applicants who want to verify their status as a charitable organization should contact the Office of New York State Attorney General, Charities Bureau at 1(800)771-7755 or on the internet at <http://www.oag.state.ny.us>.

Eligible applicants must be located in and do business in one of the five impacted counties of: Erie, Monroe, Onondaga, Oneida or Albany.

In order to be notified of future requests for proposals agencies must be registered on the bidders list. Complete instructions on how to register can be found at the following website: http://otda.state.ny.net/psqi/bcm/Bidder_Form_Instructions.asp.

VI. SERVICE STRATEGY

RSIG Direct Services consist of the following elements:

- a. Refugee Academy
- b. Refugee Mini-Academy
- c. Academic Coaching (Individual/Group)
- d. School Staff Orientation, Parent Orientation and Family Activities and
- e. Translation and Interpretation Services

a. Refugee Academy

Using the curriculum developed by BRIA, each budget period the contractor will provide at least one *Refugee Academy* (a summer school/orientation program) during the summer recess.

Each Refugee Academy will be for a *minimum of two weeks (a total of 50 hours)*. Each Refugee Academy will be divided into a minimum of five classrooms by school level: two elementary, one middle and two high school classrooms. Past practice suggests that it may be beneficial to further divide the elementary school group into children from grades kindergarten through second grade and from third grade to fifth grade. Likewise, it may be beneficial to divide the high school group into sub-groups based on student academic, social, and language mastery characteristics.

The 10-day curriculum must include our videos, games, individual and group exercises, art/music (non-verbal) projects, English as a Second Language lessons, field trips, and other approaches suggested by the contractor.

Coordination among the awardees and the service provider/resettlement agency should occur well before the Refugee Academy begins. In the same manner, the service provider/school will assure that the school is aware of the new students and is prepared for them.

Through the Academy, refugee students are expected to have a more positive first experience entering the American school environment. They will continue to receive supportive services after the initial transition. Refugee students may meet school staff and learn their roles. In addition to registering for school, immunization records will be reviewed to ensure the child can begin school on time or as soon as possible. During the Refugee Academy, children will visit and tour all aspects of their schools. ESL, field trips and recreational activities may be provided.

Also, children will be tested and assigned to the proper classroom and any other appropriate in-school program, including Special Education or after school programs. Any transportation issues will be resolved.

OTDA requires that each Refugee Academy serve at least 45 students.

During the Refugee Academy session, all of the following must be directly provided or arranged for:

1. Daily nutritious meals and snacks for Refugee Academy students
2. Student school enrollment and registration for school breakfast, lunch and after school programs
3. Coordination of student placement testing
4. Immunization verification
5. Refugee student orientation - school and classroom culture
6. English as a Second Language
7. Field trips and recreational activities
8. Coordination to meet the students' other needs such as clothing and material needs, additional educational opportunities or special case management services

b. Refugee Mini-Academy

A Refugee Mini-Academy is an abbreviated version of the Refugee Academy, with a duration of at least fifteen hours. The Mini-Academy will occur during the school year, primarily for students who arrived since the school year began but also for any other refugee student who would benefit from extra assistance.

c. Academic Coaching (Individual/Group)

An academic coach is the resource/liaison among the *child, parents and school staff*, and will serve as the bridge between them as often as needed. The academic coach will assist in orienting the child, parents and school staff and in addressing ongoing issues.

The academic coach will assist in assuring appropriate class and grade-level school placements. He/she will also help prevent crisis situations through early identification of concerns and effective communication with the child, school staff and parents. The coach may make referrals as necessary to other service providers.

OTDA expects each provider to have at least two academic coaches.

The academic coach is required to meet with the parent or guardian of the child within 30 days of the first service provided to the child to complete an Application for Services/consent form for refugee school activities and to discuss the plan for the child's integration with the school.

The academic coach provides supportive services to the *students*, such as individual orientation, mentoring, guidance and tutoring in at least one of the languages spoken by the targeted refugee student population. The relationship between the academic coach and student fosters effective

coping skills for a school environment. The coach will help refugee students learn appropriate school behaviors, acquire time management and study skills, achieve a balance between home and school and increase understanding of educational requirements. The coach will introduce the student to all pertinent school staff and show the student how to access them.

The coach will assist a student in understanding cultural issues related to peer and school relationships so that students will be able to take advantage of opportunities to become leaders and guides to other newly arriving refugee students.

Academic coaches can also manage group activities. They operate after-school clubs such as homework and tutoring clubs and after-school social activities. Mainstream after-school programs are often not able to cater to refugee children, whose language and social skills usually fall far behind their peers. The clubs and programs will be accessible and culturally appropriate programs for refugee children.

The academic coach will work with the parents so that they obtain and understand information about their children's performance and behavior in school. Parents will learn about educational matters such as school attendance, field trips, homework monitoring, the importance of parent/teacher conferences and understanding child and adolescent development as it relates to their adjustment to the US. Parent counseling may be provided as a supplement to the Parent Orientation (described below) in the event the parent and family requires reinforcement. The academic coach may also mediate between the child and parent in the event of misunderstanding of school information and expectations.

The academic coach counsels school staff by responding to questions, providing information or working together regarding matters related to refugee students. Topics may include academic performance, parent communication, health issues, cultural questions, behavioral concerns, special needs, prior experiences and service plans. In this way, teachers and other school staff have access to information about an individual refugee child and will be able to effectively meet that refugee child's needs by making informed decisions about his or her education. As their resource, academic coaches can troubleshoot with teachers, administrators and school nurses. An academic coach makes recommendations for grade placement and school curriculum selection. At the same time, academic coaches can relay important information from the teachers to the parents and attend parent/teacher conferences to ensure communication.

d. **School Staff Orientations, Parent Orientations and Family Activities**

Successful awardees will provide a *minimum of two group School Staff Orientations* per budget period. Each orientation will include information on the cultures and languages of refugee students (and any other useful topic requested by the school) so that school staff can effectively respond to refugee students' varied needs and stages of adjustment. In this way, refugee children can receive appropriate guidance and support throughout their school experience from all school staff. Lastly, teachers are able to help the non-refugee students and refugee students to understand each other and promote helpful relationships that can ideally impact refugee students, academically and socially.

Using the curriculum developed by BRIA and augmented locally, agencies will also provide a *minimum of four group Parent Orientations* at various times during each budget period, including summer, to new arrivals or as-needed to previously resettled refugee parents.

Parent Orientations should include a general overview of US schools, school and classroom culture, including mandates such as homework and regular attendance, immunization requirements, reporting student absences, parent/teacher conferences, school events, school rules and regulations. At the Parent Orientations, this important information is communicated in a culturally appropriate way. Refugee parents meet others with similar interests and concerns. Parents will learn that their participation in their children's school activities at both home and school is wanted and needed. They will develop an understanding of the importance of participation in school events, including chaperoning a field trip. Through the Parent Orientations, the parents are empowered to be active guides and participants in their children's education and can also be mentors to other newly arrived parents.

Agencies will provide a *minimum of four Family Activities* per budget period. Family Activities consist of educational and/or social activities and trips for parents and their children that may otherwise be inaccessible. Parents are to be involved in planning the activities. Activities should be those that encourage family interaction. Parents can therefore gain knowledge about places and activities they can enjoy with their children again in the future.

e. **Translation and Interpretation Services**

Interpreter/translators will work on an as-needed basis with the student and parents as s/he interacts with school staff including teachers, guidance counselors, after-school program staff, administrators and any other staff as necessary. Interpreter/translators will also help students translate homework assignments, tests, readings and other written materials as appropriate. Interpreter/translators will be called upon when necessary, to provide interpretation services at all parent/teacher conferences, as requested by school, school or parent. *All translation and interpretation services are for issues involving the child's education.*

VII. ELIGIBLE CLIENTS

Refugee School Impact Grant funds may be used only for services targeting school-age persons ages 5-18 *and their families*, who are eligible based on their immigration status (see below). The focus of the services should be on those who need help the most: new arrivals that are making initial adjustments and those that have been in the country three years or less but still continue to face serious challenges.

Eligible Immigration Status

- A *refugee*, admitted under Section 207 of the Immigration Naturalization Act (INA).
- An *asylee*, granted asylum status under Section 208 of the INA.
- A Cuban or Haitian *entrant* as defined in subdivision (e) of Section 501 of the Refugee Education Assistance Act of 1980.
- A Parolee admitted under section 212(d)(5) of the Immigration and Nationality Act (INA)
- An alien admitted into the United States as an *Amerasian immigrant* as described in Section 402(a) 2 (A) (I) (V) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC. 1612 (a) 2 (A)).

- Children classified as *Special Immigrant Juveniles (SIJs)* receiving services from ORR-funded Unaccompanied Refugee Minor (URM) program.
- A *Certified Trafficking Victim* who has received a certification or eligibility letter from the federal Office of Refugee Resettlement (ORR).
- Certain *family members of a certified trafficking victim* as described in Section 101 (A) (15) (T) (ii) of the INA.
- *Iraqis and Afghans Granted Special Immigrant Status* as described in Section 101 (a)(27) of the Immigration and Nationality Act (INA)
- A *Lawfully Permanent resident* admitted for permanent residence, provided that the individual previously held one of the aforementioned statuses above.

VIII. FUNDING LIMITATIONS AND PROVISIONS

AVAILABLE FUNDS

Anticipated allocations and continuations of contracts are subject to continued availability of federal funds and state appropriation of the funds thereof. Only federal funds designated for the Refugee School Impact Grant program are available through this RFP. It is estimated that approximately \$518,151 will be available through this procurement for the first budget period, beginning September 1, 2011. These funds may not be used to supplant other Federal resources.

DISTRIBUTION OF FUNDS

The percentage of school age refugee children arriving outside of New York City is much higher than in the five boroughs. Therefore, OTDA intends to fund projects only located in Erie, Monroe, Onondaga, Oneida and Albany. Realizing that there may be agencies or school districts that can offer a program for significantly less than 1/3 of the available funds, no one applicant will be awarded more than 40% of the funds available. Only one applicant will be funded per county (See Selection Process on p. 15).

CONTRACT TERM and BUDGET PERIOD

This RFP governs the provision of funds for the anticipated 57-month contract term starting on September 1, 2011 and ending on May 31, 2016. A Work Plan will be required for the 57-month contract term. Each contract will initially require two payment schedules; one for the contract's full 57-month term *and* one for the first 9-month budget period.

During the course of the contract, funds will be made available to contractors for each pre-established budget period. Twelve-month payment schedules will be required from the contractor for Budget Periods II-V. BRIA anticipates that there will be five budget periods within the contract term:

- Budget Period I: September 1, 2011 to May 31, 2012
- Budget Period II: June 1, 2012 to May 31, 2013

- Budget Period III: June 1, 2013 to May 31, 2014
- Budget Period IV: June 1, 2014 to May 31, 2015
- Budget Period V: June 1, 2015 to May 31, 2016

IX. PROGRAM INFORMATION

PERFORMANCE BASED CONTRACTS

The contracts are performance-based, with a focus on results achieved through delivery of allowable services. Compensation is directly tied to the completion of service outcomes or “payment points”. Upon documentation of the provision of an allowable service or a number of services to a client, a contractor claims an achieved payment point and is paid for the payment point at the established rate, as defined in the contract.

Under this performance based contract:

- Contractors will not be reimbursed for line item expenses (such as personnel, rent, etc.).
- OTDA reimburses for payment points (service outcomes) achieved by a contractor at the established rate. Payment points must be properly documented in case records, and must be within the scope of the RFP and any resulting executed contract and/or amendment.
- The applicant’s award request is calculated by multiplying the rates for each payment point by the units to be achieved per payment point.

Contractors' performance data, along with allocation data such as award amounts, contract periods, program sites, locations served, and spending information may be posted on OTDA’s web site as required.

PAYMENT RATES

Completing a line-item budget demonstrates how proposed program costs generate the proposed unit cost (rate) of each payment point of the program. The completion of an electronic budget (e-budget) for a **twelve month period** is required; please follow the instructions that begin on page 35. Please complete the Payment Schedules on page 41 and 42 **after** completing the e-budget. The payment schedules summarize the proposed unit costs as generated by your completed e-budget, and the number of payment points for the **9 month budget period** and **57-month contract term**.

PAYMENT POINTS: Definitions, Allowable Services, and Documentation

The parameters of each payment point and the documentation requirements for each are provided on the following charts. The applicant should use this information to project service levels and allocate funds to each payment point.

With the exception of the Translation and Interpretation payment point, OTDA requires that *all* payment points be provided.

*In the event of federal regulation, rule or policy changes that affect the definitions and/or allowable services and documentation requirements in the chart below, contractors will be notified of the change(s) and be required to comply with the new definitions and/or allowable services.

Payment Point Definitions	Allowable Services	Documentation Requirements
<p>Refugee Academy</p> <p>A minimum of a two week summer school/orientation program (50 hours) divided into a minimum of five classrooms by school level: two elementary, one middle and two high schools. Further divisions may be proposed by the applicant.</p> <p>A minimum of one Refugee Academy per budget period is required. Refugee academies must serve at least 45 students each.</p> <p><i>Refugee Academy is a non-client specific payment point.</i></p>	<p>Each Refugee Academy will directly provide or arrange for all eight required services:</p> <p><u>Required Services</u></p> <ol style="list-style-type: none"> 1. Daily nutritious meals and snacks for students attending Refugee Academy 2. Student school enrollment and registration for breakfast, lunch and after school programs 3. Coordination of student placement testing 4. Immunizations check 5. Refugee student orientation - school and classroom culture 6. English as a Second Language 7. Field trips, recreational activities 8. Coordination to meet other needs such as clothing and material needs, additional educational opportunities, special case management services 	<ul style="list-style-type: none"> • Attendance log signed daily by instructor • Log of daily lesson plans and actual activities • Classroom file <ul style="list-style-type: none"> ○ Within 30 calendar days of the first service to the student, the classroom file will contain the following for each student attending the academy: <ul style="list-style-type: none"> ➤ Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor ➤ Copy of the child’s immigration status documentation.

<p>Refugee Mini-Academy</p> <p>An abbreviated version of the Refugee Academy (minimum of 15 hours) to occur during the school year, divided into a minimum of three classrooms by school level: elementary, middle and high school. Further divisions may be proposed by the applicant.</p> <p>A minimum of one Mini-Academy per budget period is required.</p> <p><i>Refugee Mini-Academy is a non-client specific payment point.</i></p>	<p>Each Refugee Academy will directly provide or arrange for all eight required services:</p> <p><u>Required Services</u></p> <ol style="list-style-type: none"> 1. Daily nutritious meals and snacks for students attending Mini-Academy 2. Student school enrollment and registration for breakfast, lunch and after school programs 3. Coordination of student placement testing 4. Immunizations check 5. Refugee student orientation - school and classroom culture 6. English as a Second Language 7. Field trips, recreational activities 8. Coordination to meet other needs such as clothing and material needs, additional educational opportunities, special case management services 	<ul style="list-style-type: none"> • Attendance log signed daily by instructor • Log of daily lesson plans and actual activities • Classroom file <ul style="list-style-type: none"> ○ Within 30 calendar days of the first service to the student, the classroom file will contain the following for each student attending the academy: <ul style="list-style-type: none"> ➤ Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor ➤ Copy of the child's immigration status documentation.
<p>Group Events</p> <p>School staff orientation is an event to orient school staff to the refugee experience. (A minimum of two per budget period is required)</p> <p>Parent orientation is an event to orient parents to their child's school experience. (A minimum of four per budget period are required).</p> <p>Family activities are education and/or social activities and trips for parents and children. (A minimum of four per budget period are required).</p> <p><i>Group Events are non-client specific payment points.</i></p>	<p>Providing one allowable service allows the contractor to claim one Group Event payment point.</p> <p>Allowable Services</p> <ol style="list-style-type: none"> 1. School staff orientation 2. Parent orientation 3. Family activity 	<ol style="list-style-type: none"> 4. Copy of the event's agenda 5. Copy of the participant attendance sign-in sheet that includes date, time, location and staff person 6. Brief written description of the event (post event) 7. Statement from school that the event took place

<p>Academic Coaching – Individual</p> <p>Services are provided on an individual basis to the student, parent and/or school staff that benefit the child’s education and transition to school</p>	<p>Providing one allowable service to the student, parent and/or school staff allows a contractor to claim one Academic Coaching - Individual payment point.</p> <ul style="list-style-type: none"> • A payment point may be achieved by providing the same service(s) more than once, if necessary. <p>Allowable Services</p> <ol style="list-style-type: none"> 1. Mentoring 2. Guidance 3. Advocacy 4. Mediation 5. Orientation (individual) 6. Classroom/grade level placement assistance 7. Counseling 8. Problem solving 9. Crisis intervention 10. Homework assistance/tutoring (individual) 11. Parent Teacher Conference 12. Classroom Support (Individual) 13. Other services or activities that have been approved by OTDA in writing <p>There is no payment limit per individual per budget period.</p>	<p>Within 30 calendar days of the first service to the student, the child/family file will contain the following:</p> <ul style="list-style-type: none"> • Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor • Copy of the child’s immigration status documentation as described in the ORR State Letter 00-17 • Detailed case note entry of services provided to the individual and any other such documentation as required by OTDA
<p>Academic Coaching – Group</p> <p>Services are provided in a group setting to students, that benefit the child’s education and transition to school</p>	<p>Providing one allowable service in a group setting to the student allows a contractor to claim one Academic Coaching - Group payment point.</p> <ol style="list-style-type: none"> 1. Homework club 2. After school social activity 3. Group educational activity 	<p>Within 30 calendar days of the first service to the student, the child/family file will contain the following:</p> <ul style="list-style-type: none"> • Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor • Copy of the child’s immigration status documentation. • Attendance log signed by the academic coach. • Brief written description of the activity (post activity)

<p>Translation and Interpretation Services</p> <p>Services provided to the <i>student, parent and/or school staff</i> that benefit the child’s education and transition to school</p> <p><i>Interpretation is defined as oral translation for parties conversing in different languages.</i></p> <p><i>Translation is defined as the act or process of converting written words from one language into their complete, accurate and intended meaning in another language resulting in a written document in the other language.</i></p>	<p>Providing one service allows the contractor to claim one Translation or Interpretation Service payment point.</p> <ul style="list-style-type: none"> • A payment point may be achieved by providing the same service(s) more than once, if necessary. <p><u>Allowable Services</u></p> <ol style="list-style-type: none"> 1. Translation 2. Interpretation <p>There is no payment limit per individual per budget period.</p>	<p>Within 30 calendar days of the first service to the student, the child/family file will contain the following:</p> <ul style="list-style-type: none"> • Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor • Copy of the child’s immigration status documentation as described in the ORR State Letter 00-17 • Detailed case note entry of services provided to the individual and any other such documentation as required by OTDA
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Additional Payment Point Information

- Completion of a Refugee Academy or Refugee Mini-Academy is not mandatory as a prerequisite for clients to receive services under other payment points.
- The student is the applicant under the client-specific payment points, Academic Coaching and Translation & Interpretation Services. However, the student’s parent or guardian will sign the Application for Services/Consent Form.
- The attendance log, log of daily lesson plans and actual activities and classroom file may be combined in, for example, one binder so that all documents pertaining to the specific Refugee Academy or Mini-Academy are contained together.

X. SELECTION PROCESS

Through this RFP, OTDA intends to select three service providers and/or school districts to operate under our current program model in three of the five areas of the state impacted by refugee student populations.

Proposals should contain *all* required items as listed on the Application Submission Checklist, located in the Application Package (see page 67). Pay particular attention to the Minority and Women Owned Business (M/WBE) requirements. Failure to provide all required items will decrease the total score.

OTDA/BRIA will select contractors based on several considerations:

- The applicant's demonstrated understanding of OTDA/BRIA requirements;
- The applicant's general organizational qualifications as documented in the proposal;
- The content of the applicant's proposal that demonstrates the applicant's ability to perform under a contract;
- The applicant's experience with, and knowledge of, specific cultural and linguistic needs of the eligible population and the quality of the proposal in addressing those needs;
- Proposed project staff that is sufficient in number and qualifications;
- The applicant's fiscal viability as reflected in the audited financial statements;
- Appropriateness and reasonableness of costs reflected in e-budget;
- The applicant's unit cost per unduplicated student served (generated from the completion of the e-budget).

Each proposal will be read and scored by two reviewers from OTDA/BRIA. Those scores will be averaged and the averaged scores will be ranked from highest to lowest.

The three projects will be selected from the following five counties: Erie, Monroe, Onondaga, and Oneida and Albany. Only one award will be made per impacted county. For instance, if OTDA/BRIA receives applications from all five of these counties, the highest scoring applicant will be selected and the next highest scoring applicant, from a different county, will also be selected.

The three highest scoring proposals from within the target counties will be recommended for funding. OTDA/BRIA intends to award one third of the available funds to the three awardees.

Should a successful applicant ask for and be awarded less than 33% of the available funds, the two other successful applicants each may be awarded up to 40% of the amount remaining.

If the three highest scoring proposals' award requests do not exceed the available funds or if there are additional funds remaining after awards have been made, OTDA/BRIA reserves the right to award a another bidder the remaining funds or to distribute the remaining funds between the top three bidders.

OTDA/BRIA reserves the right to conduct site visits and solicit the opinion of applicants' other funding sources prior to making a funding decision.

Each proposal will be scored on an established evaluation form. Points will be awarded as shown.

Technical Evaluation	Maximum Points
Application Documentation/Agency Information	10
Program Narrative	25
Payment Point Summaries	35
Financial Evaluation	
E-Budgets, Payment Schedules and Audited Financial Statements	20
Unit Cost per Unduplicated Student	10
TOTAL	100

MAINTENANCE OF EFFORT

Funds awarded through RSIG must be used by an applicant for a new service or a quantifiable increase in the level of service above that provided during the immediately previous 12-month period. This provision prohibits using RSIG funds to replace existing government or non-profit funding of services. However, once a new or increased level of service meets the above standards, then RSIG funds may be used to continue funding that service in subsequent years.

XI. AWARD PROCEDURES

CONTRACT DEVELOPMENT PROCESS

OTDA/BRIA will begin the contract development process with successful applicants when the awards are announced. The successful applicants may be asked to provide updated work plans and payment schedules that specify the services to be delivered, project goals, payment points, claiming process, and other information. The contract will include standard terms and conditions such as confidentiality of records, publications, and contract termination. The contract will constitute a legal agreement between the selected applicant and OTDA/BRIA and will be in effect for the full period of the contract term.

PAYMENT

No payments will be made until the contract is fully executed and signed by the State Comptroller and the State Attorney General. Once the contract has been fully executed by OTDA/BRIA (signed and approved by OTDA/BRIA, the State Attorney General and the Office of the State Comptroller), OTDA/BRIA may, at its discretion, advance up to 25 percent of the first budget period amount, if requested and if deemed appropriate by OTDA/BRIA. There will

be no advances for subsequent budget periods. Contractors will work at their own risk if they conduct program activities before the contract is executed.

XII. REPORTS AND RECORD KEEPING

RECORD KEEPING

The Contractor must maintain current and accurate fiscal and accounting controls to support the claims for payment points claimed under the contract. Records must adequately identify revenue sources and expense items for all contract activities. Accounting records must be supported by clear documentation for all funds received and disbursed. Records must be retained and be accessible for a period of six years from the end of the contract or last payment or last contract transaction.

However, if any claim, audit, litigation, or State/Federal investigation is commenced 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 finally resolved. OTDA/BRIA or its designee shall have access to any records relevant to the project (including but not limited to books, documents, photographs, correspondence, and records), for audits, examinations, transcripts, and excerpts. If OTDA/BRIA determines that such records possess long-term or historic value, they must be transferred, upon request, to OTDA/BRIA.

If a selected contractor expends \$500,000 or more in Federal funds during any one fiscal year, the contractor will be subject to the audit requirements and provisions of OMB Circulars: A-110; A-122; A-133; and all other audit requirements determined applicable by the OTDABRIA. Appendix A1 of the Contract document reviews specific audit requirements.

REPORTING AND VOUCHERING REQUIREMENTS

The Bureau of Refugee and Immigrant Assistance (BRIA) Information Network (BIN) is the required method to be used by contractors to report individual client data and contract performance, and to prepare claims for payment.

The contractor must have sufficient equipment and a system environment to use the BIN system, as follows:

- The WEB browser Microsoft Internet Explorer (version 6.0 or greater). This is free and can be downloaded from the Microsoft website
- Internet service (via DSL, Cable Modem, Dial-up, etc.)
- Desktop computer(s) or laptop computer(s) with internet access
- Laser Printer

Reports and vouchers must be submitted by the contractor on a quarterly basis during the contract term, unless otherwise specified. Payments will be based on vouchers and any

necessary documents that support the payment points in the Payment Schedule. Additional reporting, as may be determined by OTDA/BRIA, may also be required.

Final reports and vouchers, known as “close-out” vouchers, are due within 60 days after the completion of, or termination of, the contract.

BIN provides contractors and subcontractors access to individual client application for services, family self-sufficiency plans, and individual service plans. A client’s service history with any OTDA/BRIA contractor will be made available to contractor/subcontractor intake staff to assist in data collection and in determining the potential for payment for service outcomes for the client.

Dates of Service in BIN should be consistent with the actual service dates, as noted in the detailed case notes, as required.

The contractor must enter performance information into BIN as client outcomes are achieved. The contractor may review and approve subcontractor’s performance information in the BIN system.

After the end of a contract quarter, the contractor generates from BIN voucher forms with the payment claims amount for contractor review and subsequent submission to BRIA for payment. In addition to BIN generated reports, backup documentation must be maintained on site by the contractor and must be accessible for review by OTDA/BRIA at any time.

BIN generates the Standard Voucher, Program Service Report, and Comprehensive Program Report, all of which must be submitted to OTDA/BRIA on a quarterly basis.

CASE RECORDS

The contractor must adhere to OTDA/BRIA instructions regarding case records as stated in the contract and in related OTDA/BRIA manuals, directives, and other forms of notification. The dates of service recorded in BIN must be consistent with the actual service dates recorded in the case record.

MONITORING

OTDA/BRIA will monitor projects on a regular basis throughout the life of the contract. Monitoring may include site visits, regular telephone contact and/or discussions of monthly progress reports. The goals of project monitoring are to ensure that the terms of the contract are being met and to provide technical assistance, where necessary, to help the contractor meet these terms. OTDA/BRIA reserves the right to conduct site visits and make telephone contact to subcontractors as a means of monitoring the prime contractor’s performance.

Monitoring activities will concentrate on proper documentation of claims in the contractor’s case records for each client or service claimed.

AMENDMENTS TO THE CONTRACT

Amendments and modifications of executed contracts are sometimes necessary to accommodate the needs of both the contractor and OTDA/BRIA. These changes, which must be by mutual written agreement, may include modification to reimbursement schedules, time and money amendments, or no-cost extensions as necessary. Contract modifications, including amendments and no-cost time extensions, will be made at the discretion of the OTDA/BRIA with the approval of the Attorney General and the Office of the State Comptroller. Rates cannot be changed, except for possible annual adjustments based on the consumer price index increase at the discretion of OTDA/BRIA.

XIII. GENERAL TERMS AND CONDITIONS

NYS OTDA/BRIA reserves the right to terminate in whole or in part, or modify the contract at its discretion or due to the unavailability of funds.

If additional funding becomes available, OTDA/BRIA 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/BRIA. OTDA/BRIA also reserves the right to issue a new RFP to solicit new proposals.

The terms and conditions for all funded projects are specified in a detailed contract which must be signed by OTDA/BRIA and approved by the New York State Attorney General Office and the Office of the State Comptroller before any work has begun or payments are made. The successful applicant will be sent the complete standard contract for execution. The Applicant is encouraged to review sections of the contract that are attached before submitting an application.

It is the policy of OTDA/BRIA to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement with OTDA/BRIA for the provision of goods and services. OTDA/BRIA may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.

The contractor will be required to comply with all applicable Federal and State laws and regulations.

The contract award will be made to the applicant whose proposals are determined to best meet the criteria for proposal evaluation and selection set forth in this RFP.

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, and as to award by the NYS Division of Budget and by the NYS Office of the State Comptroller.

This RFP does not commit OTDA/BRIA to award any contracts to pay the costs incurred in the preparation of a response to this RFP, or to procure or contract for services.

OTDA/BRIA reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any applicant or other parties for any expenses incurred in the preparation of a proposal.

This RFP and any contract resulting from this RFP is subject to all applicable laws, rules and regulations promulgated by any Federal and State authority having jurisdiction over the subject matter thereof.

OTDA/BRIA reserves the right to award contract(s) to as many or as few applicants as it may select, and reject all proposals which do not conform to the instructions given in the RFP.

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.

All plans and working documents prepared by the applicant under the contract to be awarded will become the property of the State of New York.

Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA/BRIA of third parties with regard to applicant's experience or other matters relevant to the proposal. OTDA/BRIA 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, personnel information, or other funding source information.

All products, deliverable items, and working papers resulting from this contract will be the sole property of OTDA/BRIA and the applicant is prohibited from releasing these documents to any persons other than the Commissioner of the Office of Temporary and Disability Assistance or his 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 corporation or municipality and who may be contacted during the period of proposal evaluation.

XIV. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (M/WBE) AND EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION REQUIREMENTS

(Authority: Federal and State statutes specifically Article 15-A of the Executive Law, 5 NYCRR parts 140-144, and Appendix A: Standard Clauses for All New York State

Contracts)

I. Introduction

1. New York State Executive Law §§ 310–318, (Article 15-A: Participation by Minority Group Members and Women with Respect To State Contracts -- hereinafter “the Statute”), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. The New York State Office of Temporary and Disability Assistance (OTDA) fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.
2. OTDA has developed compliance requirements, forms and procedures to ensure that (i) all contractors as defined under § 310 (3) (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State Contracts, as defined in § 310 (13) [hereinafter “Contractors”], as well as proposed or actual “Subcontractors”, as defined in § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) there are meaningful participation opportunities for certified minority or women-owned business enterprises (M/WBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for M/WBEs, including but not limited to the Statute and its implementing regulations as promulgated by the Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144).
3. Copies of the required OTDA Forms are identified in this Appendix and available on OTDA’s Internet site at <http://www.otda.state.ny.us/main/>. These forms are to be submitted without change to goals specified in the RFP or contract.
4. Further information regarding Article 15-A of the New York State Executive Law and the New York State Minority and Women’s Business Enterprises Program is available on the New York State Division of Minority and Women-Owned Business Development Internet site at <http://www.nylovesmwbe.ny.gov>.

II. M/WBE Utilization Goal Requirements For NYS OTDA Contracts

Pursuant to Article 15-A of the New York State Executive Law and Regulations adopted pursuant thereto, NYS OTDA has established separate goals for participation of New York State Certified minority and women-owned business enterprises for all State Contracts. NYS OTDA is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all State contracts (1) in excess of \$25,000 for labor, services, supplies, equipment, materials, or any combination of the foregoing; (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair of real property renovations and construction; and (3) in excess of \$100,000 whereby the owner of a state assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project. As a condition of the State contract, the Contractor and NYS OTDA agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement. Successful Contractors must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. For guidance on how NYS OTDA will determine a Contractor's "good faith effort," refer to 5 NYCRR §143.8.

ESTABLISHED OTDA GOALS FOR CONTRACTS ARE AS FOLLOWS:

MINORITY OWNED BUSINESS PARTICIPATION	5%
WOMEN OWNED BUSINESS PARTICIPATION	5.50%
EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION	7 to 10%

ESTABLISHED GOALS FOR THIS PROCUREMENT/CONTRACT ARE AS FOLLOWS:

MINORITY OWNED BUSINESS PARTICIPATION	____%
WOMEN OWNED BUSINESS PARTICIPATION	____%
EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION	7 to 10%

III. EEO Requirements

A. Prior to the Award of a State Contract

1. In addition to the requirements stated in Appendix A, Clause 12 (Equal Employment Opportunities for Minorities and Women), as a precondition to being selected for contract award and entering into a State Contract, the Contractor shall provide the following with its procurement submission:
 - a. An EEO Policy Statement, as described in Appendix A, Clause 12. The OTDA EEO Policy Statement form (OTDA Form 4970) can be used to satisfy this requirement.
 - b. Except for construction contracts, an EEO Staffing Plan of anticipated workforce, which should document:
 - i. The workforce proposed to be utilized on the State Contract; or
 - ii. Where the work force to be utilized in the performance of this State Contract cannot be separated out from the Contractor's and/or proposed Subcontractor's total work force (for example, certain commodities contracts), the Contractor's and/or proposed Subcontractor's total workforce including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by OTDA.
2. Failure to submit an EEO Policy Statement and EEO Staffing Plan of anticipated workforce may result in the rejection of the Contractor's procurement submission, unless the Contractor provides OTDA with a reasonable justification in writing for such failure (e.g., the failure to submit a staffing plan where a Contractor has a work force of 10 or fewer employees), or makes a commitment to submit an EEO Policy Statement and an EEO Staffing Plan of anticipated workforce within the time frame specified in writing by OTDA.
3. If, after scoring, a Contractor is selected for award, before that award is completed (e.g., during contract negotiations), OTDA will conduct a review of the substance of the EEO Policy Statement and EEO Staffing Plan of anticipated workforce to determine whether the Contractor appears to be in compliance with Appendix A, Clause 12 and Executive Law Article 15-A, i.e., whether such documents demonstrate that the Contractor is committed to EEO. If, upon review, OTDA comes to the conclusion that such commitment to EEO principles is lacking, OTDA shall contact the Contractor and make every effort to resolve the deficiencies identified in the policy statement and staffing plan and to bring the substance of the policy statement and staffing plan into compliance with such requirements. Failure to correct such deficiency within a timeframe specified by OTDA shall result in noncompliance.

B. After the Award of the State Contract

1. The Contractor will designate a Minority/Women Business Enterprise Liaison/Contact person to coordinate implementation of the M/WBE-EEO program between the Contractor and the OTDA M/WBE Program Management Unit, pursuant to Article 15-A, and requirements in furtherance of the Statute that may be established by OTDA.
2. After approval of the award of a State Contract, and during the performance of the State Contract, the Contractor shall periodically submit to OTDA EEO Workforce Employment Utilization/Compliance Reports (OTDA Form 4971) which must document: The workforce actually utilized, on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by OTDA. All forms and reports will be submitted to the OTDA program manager for this contract award and forwarded for review to: Ms. Wilma BrownPhillips, M/WBE Director, NYS OTDA, M/WBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8222; mail to: Wilma.BrownPhillips@OTDA.State.NY.US.
3. In addition to general compliance monitoring of State Contracts, including a contractor's compliance with the requirements of 5 NYCRR Part 142, OTDA shall conduct in-depth compliance reviews on selected State Contracts during the course of the year, in accord with 5 NYCRR § 142.3.
4. The EEO Workforce Employment Utilization/Compliance Reports shall be reviewed as part of OTDA's general compliance monitoring. If discrepancies exist between the EEO Staffing Plan of anticipated workforce submitted, where applicable, with procurement submission and the Contractor's EEO Workforce Employment Utilization/Compliance Reports, the Contractor/ Subcontractor may be subject to an in-depth EEO compliance review.
5. If deficiencies are identified with the Contractor during OTDA's general contract compliance monitoring or during in-depth compliance reviews, the Contractor and OTDA M/WBE Program Management Unit, and other OTDA staff, as appropriate, shall make every effort to resolve the deficiencies identified to bring the Contractor/Subcontractor into compliance with such requirements.
6. If the Contractor and the OTDA M/WBE Program Management Unit, and other OTDA staff, as may be appropriate, are unsuccessful in their efforts, and, upon review, the OTDA Commissioner or his/her designee agrees that the Contractor/Subcontractor is non-compliant, such Commissioner or his/her designee shall submit a written complaint to: New York State Empire State Development (ESD), Division of Minority and Women's Business Development ("DMWBD"), regarding the Contractor's or Subcontractor's noncompliance and shall recommend to DMWBD that it review and attempt to resolve the noncompliance matter. Such Commissioner or his/her designee shall serve a copy of the complaint upon the Contractor or Subcontractor by personal service or certified mail, return receipt requested.
7. DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall refer the matter, within thirty days of the receipt of the complaint, to the American Arbitration Association for proceeding thereon, pursuant to statute (Executive Law § 316) and regulation (5 NYCRR § 142.5).

IV. M/WBE Requirements

- A. The Contractor acknowledges that it is the policy of the State of New York and of OTDA that M/WBEs shall be given the opportunity for meaningful participation in the performance of State Contracts. Therefore, Contractors agree to make good faith efforts to solicit active participation to meet established goals under this procurement by M/WBEs identified in the New York State Empire State Development

(“ESD”) directory of certified businesses¹, which can be viewed at:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.

- B. For the purposes of this Appendix Z, the question of whether a Contractor has engaged in and documented “Good Faith Efforts” to solicit active participation to meet established goals under this procurement by M/WBEs in the performance of State Contracts shall be determined by the OTDA Commissioner or his/her designee, after a thorough consideration of the factors listed in 5 NYCRR § 143.8.
- C. The separate MBE and WBE participation goals established by OTDA for this procurement are based on the overall availability of M/WBEs that have been certified to perform the specific scope of work identified under this procurement. For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority- and Women-owned Business Program work.

A. Prior to the Award of a State Contract

- 1. Contractors shall document and/or demonstrate in their procurement submissions every good faith effort to solicit active M/WBE participation, at least equal to the goals established by OTDA. The M/WBE utilization should be measured by comparing (in detail) the dollar value of the component services/deliverable/materials provided/supplied by M/WBEs to the total dollar value of the services/deliverables/materials available under the State Contract.
- 2. The Contractor shall provide with its procurement submission:
 - a. A Certification of Good Faith Efforts, to achieve the overall prescribed M/WBE participation percentage (%) goals set forth in the procurement.
 - b. A M/WBE Subcontractor Utilization Plan, which should document actions taken and/or to be taken to meet established goals and the time frames needed to achieve results which could reasonably be expected by putting forth every good faith effort to achieve the overall prescribed M/WBE participation percentage (%) goals set forth in the procurement.
 - c. A M/WBE Subcontractor’s and/or Suppliers’ Letter of Intent to Participate, which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as Subcontractors if the Contractor is awarded the State Contract.
- 3. When M/WBE goals higher than 0% (zero percent) are included in OTDA’s procurement document, a Contractor’s failure to submit a M/WBE Subcontractor Utilization Plan and a M/WBE Subcontractor’s and/or Suppliers’ Letter of Intent to Participate, where applicable, may result in noncompliance with submission requirements, unless the Contractor provides OTDA with a completed M/WBE Subcontractor Request for Waiver, within the timeframe specified in writing by OTDA.
- 4. If, after scoring, a Contractor is selected for award, before that award is completed (e.g., during contract negotiations), OTDA will review the substance of the Subcontractor Utilization Plan submitted by a Contractor and within twenty (20) days from the receipt thereof by the OTDA MWBE Unit, issue a written notice of acceptance or deficiency.

¹ All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Should the Contractor identify a minority-owned or woman-owned firm that is not currently certified as an M/WBE, the Contractor should request that the firm submit a certification application to ESD for an eligibility determination, with a copy to the OTDA M/WBE Program Management Unit. OTDA’s M/WBE Program Management Unit will work with ESD to expedite the application; however, it is the responsibility of the Contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

5. If a notice of deficiency is warranted, the notice shall include:
 - i. The name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable;
 - ii. Elements of the contract scope of work which OTDA has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the contract by M/WBEs; and
 - iii. Other information which OTDA determines to be relevant to the M/WBE Subcontractor Utilization Plan.
6. A Contractor must provide OTDA with a written remedy in response to a written notice of deficiency within seven (7) business days of receipt or within a time frame as specified by OTDA to correct the specific deficiency. Failure to correct a deficiency and/or demonstrate compliance shall result in the necessity of the Contractor to submit to OTDA a M/WBE Subcontractor Request for a partial or total waiver of M/WBE participation goals on forms provided by the OTDA. Failure to submit the waiver form in a timely manner may be grounds for noncompliance.

B. After the Award of the State Contract

1. In accordance with regulations under 5 NYCRR Part 140, after the awarding of the Contract, and during the performance of the State Contract, except where OTDA has granted the Contractor a total waiver², the Contractor shall, as required by OTDA, periodically submit to OTDA: M/WBE Subcontractor Quarterly Compliance Reports.
2. Failure to timely submit a Contractor's M/WBE Subcontractor Quarterly Compliance Report and/or other reports or information as requested by OTDA may result in payments under the contract being delayed until such reports or other information have been received by OTDA.³ OTDA may also deem other noncompliance with requirements under the Statute as a breach of contract and commence any other means of enforcement permitted under the contract and/or by law.
3. OTDA shall review the substance of the Contractor's M/WBE Subcontractor Quarterly Compliance Report and shall be responsible for evaluating and determining whether the Contractor has demonstrated compliance with its previously approved Contractor's M/WBE Subcontractor Utilization Plan. In making such determination, OTDA may review and investigate whether the goals are being achieved with certified minority- and women-owned business enterprises and whether information made available to OTDA through monitoring, on-site inspections, progress meetings regarding work required by the State Contract, review of payrolls or other OTDA action provides acceptable evidence of compliance.
4. Where it appears that a Contractor cannot, after a good faith effort, comply with the goals established in the contract, such Contractor may submit a completed M/WBE Subcontractor Request for Waiver, setting forth the reasons for such Contractor's inability to meet any or all of the participation goal requirements, together with an explanation and supporting documentation demonstrating the good faith efforts undertaken by such Contractor to obtain the required M/WBE subcontractor participation goal requirements.⁴
5. If OTDA determines that the Contractor has not demonstrated compliance with the goals established in the contract and has made no good faith effort to do so, OTDA and the Contractor shall make every effort to resolve the deficiencies identified and to bring the Contractor into compliance with such requirements.

² If OTDA has granted a partial waiver to the Successful Contractor, prior to award OTDA must have approved a Contractor's M/WBE Utilization Plan and a completed Contractor's M/WBE Subcontractor's Notice of Intent to Participate. Please note that after award the Contractor must still submit Contractor's M/WBE Compliance Reports.

³ Contractors may be requested to provide additional Compliance Reports and information (i) to verify payments made to M/WBEs, (ii) to verify M/WBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

⁴ Requests for a partial or total waiver made subsequent to award of a State Contract may be made at any time during the term of the State Contract but prior to the submission of a request for final payment on that State Contract.

6. OTDA will determine whether the Contractor is in non-compliance. The Contractor will be found to be not in compliance when it is non-responsive, in whole or in part, to the EEO and/or M/WBE program requirements or requests.
7. OTDA reserves the right to impose sanctions following a determination of non-compliance by a Contractor. Sanctions may be imposed upon the Contractor whenever EEO and/or M/WBE program requirements have not been met in a timely and effective manner. Any/all of the following sanctions may be imposed:
 - Disallowance of costs associated with such non-compliance;
 - Initiation of procedures to suspend or terminate the grant or contract;
 - Withholding of progress payments until such time as corrective actions have been undertaken by the Contractor to the satisfaction of OTDA;
 - Deleting Contractor's name from bid lists for a specified period of time to be determined in the sole discretion of OTDA;
 - Report Contractor as non-responsible to NYS OSC Vendor Responsibility System; and
 - Other sanctions of which a Contractor has notice in writing prior to or during the performance of a contract.
8. If OTDA is unsuccessful in its efforts, and, upon review, the OTDA Commissioner or his/her designee agrees that the Contractor is non-compliant, the Commissioner or his/her designee shall submit a written complaint to: The New York State Department of Economic Development, Division of Minority and Women's Business Development ("DMWBD"), regarding the Contractor's noncompliance and shall recommend to DMWBD that it review and attempt to resolve the noncompliance matter. The Commissioner or his/her designee shall serve a copy of the complaint upon the Contractor by personal service or certified mail, return receipt requested.
9. DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall refer the matter, within thirty days of the receipt of the complaint, to the American Arbitration Association for proceeding thereon, pursuant to statute (Executive Law § 316) and regulation (5 NYCRR § 142.5).
10. Nothing herein shall diminish or supersede OTDA's authority and responsibility to enforce the requirements of its contracts.
11. The Contractor agrees (i) to provide OTDA access to all documentation, records, reports, facilities, etc, which OTDA may deem necessary to determine Contractor compliance, and (ii) to be bound by the provisions of the Statute (Section 316) regarding possible fines, sanctions and penalties for violations of the Statute.

NOTE: Pursuant to Chapter 429 of the Laws of 2009, which amends Section 313 of the Statute, OTDA is required to post contractor utilization plans, and any applicable waivers on the agency website.