

REQUEST FOR PROPOSALS

Targeted Food Stamp Outreach

Issued on June 17, 2011 by:

New York State Office of Temporary and Disability Assistance
Center for Employment and Economic Supports
40 North Pearl Street
Albany, NY 12243

Submission Deadline: July 29, 2011

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I. Timelines and Proposal Submission

A. Questions Concerning this Request For Proposals (RFP)

Bidders may submit typed questions via electronic mail, fax, or by mail to the address provided below. Questions regarding the RFP will be accepted until 5:00 p.m. **July 1, 2011**. No telephone inquiries will be accepted. Answers to all questions received by this date will be posted on the New York State Office of Temporary and Disability Assistance's website at www.otda.ny.gov no later than **July 8, 2011**. Prospective bidders may obtain a hard copy of the questions and answers upon request.

New York State Office of Temporary and Disability Assistance
Center for Employment and Economic Supports
Attn: Beth Mooney
40 North Pearl Street, 9th Floor
Albany, NY 12243
Fax: (518) 473-7993
E-mail: Elizabeth.Mooney@otda.state.ny.us

B. Notice of Intent to Bid

Organizations intending to submit a proposal in response to this RFP are kindly asked to submit the "Notice of Intent to Bid" form by **July 1, 2011**. This form, including completion and forwarding instructions, are included in Attachment B1 in order to assist OTDA in preparing for proposal review.

C. Proposal Due Date

Proposals must be received no later than 3:00 p.m. **July 29, 2011**. Proposals must be sent via regular mail, courier service or hand delivered. Electronic submissions will not be accepted. Late bids may be accepted at the discretion of OTDA. OTDA takes no responsibility for any third party error in the delivery of proposals (e.g. U.S. Post Office, Federal Express, UPS, and courier).

D. Proposal Forwarding Instructions and Format

1. Completed proposals should be hand delivered or mailed to:

New York State Office of Temporary and Disability Assistance
Bureau of Contract Management
Attn: Jason E. Dzembo
40 North Pearl Street, 13B
Albany, NY 12243
*Phone: (518) 476-6352

***This address and phone number are for bid delivery purposes ONLY!**

2. Five copies of the proposal, with original signatures on each copy, must be received by the established due date.

3. Proposal narratives must not exceed twelve pages in 12-pitch font using standard one-inch margins. Supporting documents are not included in this limit. All pages must be numbered.
4. The proposal and four copies must be transmitted in a sealed envelope with the title of the RFP and the applicant's name and address clearly displayed on the exterior of the package.

E. RFP Timetable

- RFP Release Date – June 17, 2011
- Deadline Date for Questions – July 1, 2011
- Deadline Date for Responses to Questions – July 8, 2011
- Notice of Intent to Bid – July 1, 2011
- Proposal Due Date – July 29, 2011
- Date of Notification of Award – August 31, 2011
- Project Start Date - October 1, 2011

II. Summary of the RFP

A. Purpose

The purpose of the Targeted Food Stamp Outreach Request for Proposals (RFP) is to secure the services of eligible organizations to develop and implement innovative ways to connect potentially eligible individuals with food stamp benefits. Although in the past few years the Food Stamp Program has experienced significant growth in participation, some categories of low-income people who are eligible for the Food Stamp program do not participate and thus forgo nutrition assistance that could stretch their food dollars at the grocery store. This RFP also seeks outreach to geographic areas of the State that have not previously been served with Food Stamp outreach activities. The goals of Food Stamp outreach are to help people make an informed decision about whether to apply for the program, and ultimately to increase participation by eligible individuals and families. Findings show that, in addition to the general low-income audience, there are distinct groups that are significantly under-represented in accessing food stamp benefits. This outreach RFP is focused particularly on reaching the newly unemployed, working poor, elderly, legal immigrants, and those who do not apply for the program because they believe that they are likely to receive only a small monthly allotment.

B. Available Funds/Award Amounts

Up to \$3,000,000 in Federal food stamp funds will be combined with \$3,000,000 in eligible non-Federal funds identified by applicant organizations to support approved programs to conduct food stamp outreach for a 12 month period. Funding for subsequent periods will be based upon performance and funding contribution/availability. To be considered for an award, an applying organization must identify at least \$150,000 in allowable dedicated funding to draw down an equal amount of Federal reimbursement funding to make up gross outreach program budget. Half of the funds are expected to be awarded to service providers located in New York City. In NYC, OTDA reserves the right to adjust the amount of individual awards based on the quantity and quality of proposals submitted. Therefore, if there is more than one viable applicant in NYC, no one applicant may receive more than 60% of the NYC available funds. An exception to this guideline may be made if the total funding amounts requested from other applicants do not total at least 40% of the NYC available funds. For proposals seeking to serve areas outside of New York City, OTDA is limiting the number of awardees to one per county. Applicants are encouraged to submit proposals

using a regional based approach in an effort to maximize service areas and efficiencies. OTDA reserves the right to make additional awards in excess of the amount listed above.

Selected contractors will receive reimbursement based on the submission of expenditure claims according to the approved budget contained in the executed contract. The award shall not duplicate any payment provided or funding made available by OTDA or any other Federal, State, or local government entity.

In the event the amount requested by selected organizations exceeds the amount available, OTDA will 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. Contract Period

This RFP governs contracts for the cycle starting October 1, 2011 and ending September 30, 2016. At the discretion of OTDA, this multi-year cycle may be shortened if determined that modifications to the program structure are necessary. Funding for the initial and any subsequent period is contingent on the continued availability of funding and satisfactory performance of the contractor.

D. Eligible Applicants

Organizations eligible to apply under this initiative are limited to not-for-profit organizations such as community-based organizations that can provide the required local funding from eligible non-governmental sources. To be eligible to participate in the process, an agency must be a 501(c)(3), tax-exempt organization incorporated for a purpose sufficiently broad enough to include providing services or other assistance to economically or socially disadvantaged individuals or families. Preferred applicants will be entities with experience working as part of a consortium of organizations.

All applicants must be on the OTDA's official bidder's list. The application form and filing instructions can be found at: <http://www.otda.ny.gov/main/cgo/ibidder/default.asp>.

Not-for-profit applicants must be registered and in good standing with the Charities Bureau of the Attorney General's Office.

III. Program and Contract Information

A. Program Background

The Food Stamp Program was created in 1964 to increase the nutritional levels and purchasing power of low-income households. Administered by USDA, the program operates in partnership with the States. The Federal government sets national program standards for eligibility and benefits, and funds all benefit costs as well as some of the administrative expenses. Local departments of social services interact directly with program participants, certifying their eligibility and issuing benefits. The Food Stamp program offers nutrition benefits to participating clients, supports work, and provides economic benefits to communities. However, some low-income people, especially from traditionally underserved groups (i.e. elderly and immigrants) who are eligible for the program do not participate and could enhance their purchasing power and their nutritional status by doing so.

B. Purpose of the Grant

The purpose of this initiative is to encourage non-profit agencies to design outreach strategies and innovative approaches to reaching and guiding potentially eligible consumers through the application process for food stamp benefits. While NY State's existing outreach efforts, along with significant access and technology improvements, have been successful in increasing the number of food stamp households Statewide to record high numbers, participation among the elderly and immigrant populations, as well as working families with children, could be further improved. The goals of food stamp outreach are to help people make an informed decision about whether to apply for the program, and ultimately to increase participation by eligible individuals and families, especially for these traditionally underserved populations.

This RFP seeks programs that can effectively conduct outreach to these underserved populations in order to increase their level of participation. Additionally, eligible applicants are expected to maximize use of myBenefits to assist applicants in applying for food stamps and to learn more about potential eligibility, and how to access other benefits for which they may be eligible.

C. Allowable Outreach Activities

1. Allowed Activity with Federal Funds

Allowable Activity	Example
Eligibility pre-screening	Use of a paper or electronic tool to inform potential applicants that they may be eligible and potentially how much they could receive.
Application assistance	Assistance completing the application, including delivery of the application to the local Food Stamps office.
Assistance obtaining application verification documents	Informing potential clients which documents may be needed and making copies of verification documents.
Information dissemination in locations where low-income people gather, including farmers markets, churches, community centers.	Distribution of information at the employers of low-wage workers.
Outreach exhibit or booth at community event or farmer's market	Set up and staffing of outreach booth at the annual community fair.
Conducting outreach workshops with community organizations at their locations	Food Stamp outreach fair at a senior center.
Placement of advertisements on radio, television, print, or electronic media	Distribute USDA produced television PSA to local cable company for airing as a public service.
Toll Free information line to provide information to potential clients	A Statewide 1-800 information number for potential clients to connect to their local office.
Development of printed educational or informational materials for clients	Development and printing of a brochure outlining the benefits of participation in the food stamp program.
Use or customization of USDA Food and Nutrition Service (FNS) outreach materials for clients	Hiring a graphic shoot to customize and print the FNS posters with the phone number of the local office.
Training or train the trainer programs for food stamp outreach workers	Training of local community partners to run outreach seminars by the primary outreach contractor.

Translation of materials and bilingual accommodation to convey eligibility requirements and assist persons with limited English proficiency during the application process	Translation of an outreach envelope into the predominant non-English language in the community.
Program access activities	Reminder calls to enrolled clients regarding their recertification responsibilities.

2. Prohibited Activity Regardless of Source of Funding

The following activities are prohibited regardless of the source of funding:

- Interfering during the certification interview or at other times to campaign on behalf of specific applicants or recipients, however, outreach workers may be present to provide support or help explain complicated terms; and
- Recruitment of individuals to participate in the Food Stamp Program. Recruitment is defined as an activity intended to persuade an individual who has made an informed choice not to apply for food stamp benefits to change his or her decision.

3. Allowable Activities Supported by Private Funding

These activities are not reimbursable with Federal funds under food stamps, although they may be funded through other mechanisms.

- Acting as an authorized representative for applying, receiving food stamp benefits at issuance, or food purchasing.
- Transportation of clients to or from the local food stamps office or provisions of tokens, vouchers, or similar items for transportation of clients to or from the local food stamp office. For example, a transit agency could donate bus vouchers for use by potential food stamp clients to travel back and forth to the local food stamp office at no expense to the State agency.

4. Coordination with Nutrition Education Activities

Nutrition education activities are supported through a State nutrition education plan and therefore should not be included as major components in an outreach plan. The primary purpose of the outreach plan is outreach. However, because outreach promotes the nutrition benefits of food stamps, your outreach plan may include a very minimum amount of nutrition education and nutrition messages, as long as the primary purpose and focus of the plan remains outreach. For example, you may use messages that promote participation in food stamps as a means to buy more nutritious foods for your family. Many communities have a wealth of information available to help your organization promote the nutrition benefits of food stamps. Focusing on nutrition can help your organization get the attention of individuals who might not be inclined to pick up Food Stamp informational materials. This gives your organization an opportunity to explain food stamps as a nutrition assistance program to potential applicants who might still associate food stamps with welfare programs. We are encouraging outreach and food stamp nutrition educators to work together to communicate messages about how food stamps can help needy families obtain healthy foods. For example, partnering with Food Stamp Nutrition Educators at farmer's markets that accept EBT is a one of the many possible ways that outreach providers can promote the nutrition benefits of food stamps at the same time that nutrition educators are teaching clients on how to make healthy choices on a limited budget.

D. Funding/Reimbursement Structure

Food Stamp Outreach is a reimbursement based program. Contractors will claim 100 percent of approved, reasonable, and necessary administrative costs and will be reimbursed for 50 percent of those expenditures.

State Food Stamp agencies have the option to contract out outreach activities to inform low-income households about the availability, eligibility requirements, application procedures and the benefits of food stamp. State selected contractors can receive 50 percent reimbursement for allowable administrative costs including program informational activities, but not including recruitment activities.

Community based organizations that contract with OTDA to conduct outreach activities will be required to bill the OTDA according to the terms of the contract and OTDA will reimburse costs at 50 percent Federal share. All costs must be allowable, reasonable, and necessary. Only non-Federal funds may be dedicated to draw down Federal funding through the Targeted Food Stamp Outreach Program. Non-Federal funds designated for FS outreach may not be used as a match for any other program. Non-Federal funds may include cash donations from non-Federal third parties such as charitable foundations/organizations. All costs reimbursed by FNS must be valid obligations of the selected contractors. Federal reimbursement is subject to the availability of Federal funds.

The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the records"). The records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

E. Reimbursement Policy

1. Federal reimbursement will be based on total expenditures, no advances will be available. For a contractor to be reimbursed 50 percent of expenditures, all costs must be reasonable, necessary, and allowable. Only non-Federal funds may be used to access the reimbursement. The non-Federal funds may include cash donations from non-Federal third parties such as charitable foundations/organizations. The non-Federal funds can not include private cash donations from an individual.

Reasonable costs are those that:

- Provide a program benefit generally commensurate with the amount incurred.
- Are in proportion with other program costs for the function.
- Have a high priority relative to other demands.

Necessary costs are those that:

- Are needed to carry out essential functions.
- Cannot be avoided without adverse impact on program operations.
- Do not duplicate existing efforts. Administrative expenses are deemed allowable as they are considered operational costs for outreach, including all administrative expenses that are reasonable and necessary to operate approved outreach activities.

Allowable administrative expenses include:

- Salaries and benefits of personnel involved in outreach and administrative support.
- Office equipment, supplies, postage, duplication costs.
- Development and production of outreach materials when no other appropriate materials exist.
- Lease or rental costs.
- Maintenance expenses.
- Other indirect costs.
- Charges for travel for the purpose of fulfilling the approved outreach plan based on official State, local or travel regulations.

2. Contractors will not be reimbursed for any activities that are deemed unallowable.

Unallowable costs for reimbursement are the following:

- Bad debts, uncollected accounts or claims, and related costs;
- Contributions to an emergency reserve or similar provision for unforeseen events (contingencies). (Note: These are not insurance payments which are allowable.);
- Contributions and donations (usually these are political in nature);
- Costs that are primarily for entertainment, amusement or social activities. (Note: Meals are cited in the Office of Management and Budget (OMB) regulations as unallowable but within the context of training, meals might be allowable.)
- Fines, violations or penalties for failure to comply with Federal, State, or Local laws. Costs of general government, such as the Governor's office. Costs which may be directly charged to a Federal grant may be allowable; such as if a person assigned to the Governor's office devotes 100 percent of his/her time to food stamps. Each situation, however, must be judged on its own merit.
- Payments to third parties and other losses not covered by insurance (indemnification).
- Losses not covered by insurance. (Note: See Indemnification above. These costs are similar, but not the same.)
- Legislative expenses.
- Shortfalls in one grant cannot be charged to another Federal grant (Recovery of Costs under Federal Funding Agreements). (Note: This is not the same as charging two Federal grants for a share of the costs of the activity if both agencies benefit from the activity funded. However, an allocation basis must be established for sharing the costs in proportion to the benefit each receives.)
- Alcoholic beverages.
- Advertising and public relations unless used for recruitment of staff, acquisition of material for the grant, or publishing the results of the grant. (Note: Paid media buys for educational purposes such as to promote the nutrition benefits of food stamps via an outreach program are not precluded by this provision and are allowable.)
- Alumni activities.
- Commencement and convocations.
- Legal fees which result from a failure to follow Federal, State, or Local Laws. If certain conditions are met, the Federal government may allow some legal fees.
- Executive lobbying.
- Goods and services for private use.
- Housing and personal living expenses.
- Interest, fund raising, and investment management. For interest there are exceptions. If interest costs shown, it will be examined in light of the exceptions.
- Any and all political party expenses.

- All costs incurred prior to the approval of the outreach plan (pre-agreement costs).
- Scholarships and student aid.
- Student activity costs.
- Travel is allowable but with restrictions as to amount and level of transportation cost (for example, no first class tickets).

IV. 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 of the following must be included. Failure to include the required documents and information will result in your proposal not being considered. Proposals must also be organized in the sequence described below.

A. Technical Proposal (12 page maximum in 12-pitch font using standard one-inch margins) - Program Narrative (Attachment B4)

1. Project Summary - outline the overall program goals and objectives, including specific outcomes, and provide an overview of the project design. Include a brief description of your organization and the types of programs it provides. If your organization will subcontract or partner with other agencies, these agencies and their roles and responsibilities in the program must be described.
2. Statement of Support - include a completed LDSS Partnership Form (Attachment B3) is required for each county you intend to serve.
3. Statement of Need - identify specific data indicators that demonstrate community needs. Explain why existing resources are unable or insufficient to address this need.
4. Community Collaboration and Planning - describe in detail the collaboration with other community agencies for the delivery of outreach services to the target population. Identify the name of each partner agency, the nature of the collaboration, the activities they will provide, and how the collaborative program/services will be coordinated and monitored.
5. Project Description - describe in detail your outreach plan including the specific strategies to be used, goals and objectives, target audience and outcome measures for the project.
6. Timetable for Implementation - based on an August 31, 2011 award notification date, provides a timetable for implementation and for undertaking major project tasks.
7. Evaluation Plan - identify the strategies and method that will be used to evaluate the outreach project. Quantitative methods should be employed. Describe the data collection methods, as well as the process for collecting data and summarizing and analyzing the data. Describe method for assessing the validity of evaluation findings. The goals of your outreach project should be measurable. Any data that can be counted is considered quantitative. Commonly used quantitative methods for outreach include: 1) surveys to collect satisfaction, beliefs, knowledge; 2) record counts for frequency (website traffic information, counts of attendance and distribution of materials, counts of clients calls); 3) Number of prescreens and applications completed.
8. Experience and Past Accomplishments - describe the experience your organization has in providing outreach services and connecting the target population to these services. Specify the programs your agency currently administers for this group. Identify and detail the outcomes of programs operated in partnership with LDSS(s).

B. Budget Proposal

A line item budget needs to be prepared in order to support the amount of funds being requested.

Contract Budget Summary and Instructions:

The supporting line-item budget (Attachment B6) will detail the amounts and types of budget items that the applicant requires to operate the program for a one year period beginning October 1, 2011. In addition, you are asked to project how five years worth of funding (anticipated first year award amount multiplied by five) would be dispersed among the categories of expense (5 year projected budget). The five year projected budget will not be used in the budget scoring for the RFP.

Costs must be directly related to the delivery of the program, services and activities that will take place. The budget should reflect the Federal food stamp outreach funds requested and the required non-Federal funds supporting 50 percent costs of services. Please refer back to Section III for allowable and unallowable costs when completing your budget.

1. Direct Costs

- a. Staff Salaries: List the annual salaries of the staff that will be working on the project and the corresponding percentages of their time allocated to the project. 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.
- b. Fringe Benefits: Briefly explain the calculation of fringe benefits associated with the staff salaries. Fringe benefits include social security, workers' compensation, unemployment insurance, disability insurance and any insurance programs the applicant organization provides. Per Bulletin A624, the rate for salary fringe is capped at 43.27 percent for Federal funds and 47.91 percent for non-Federal funds. If budgeted fringe benefits represent an exception to standard policy, please explain the basis.
- c. Contracted Services: This category 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 by bona fide written contract and a copy of each must be attached. If details are not known, include a brief narrative of each contracted service to be provided, indicating the organization/individual selected, anticipated outcomes and projected budgeted.
- d. Staff Travel: Staff travel costs should be budgeted in line with standard agency travel policy or NYS Comptroller guidelines. Travel costs are reimbursed at State rates (i.e., personal car mileage rate is \$.51 per mile). Only travel costs for personnel listed under Staff Salaries are acceptable. Consultant or sub-contractor's travel expenses should be included in Contracted 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.
- e. Equipment: Equipment required in meeting the contract objectives may be either purchased or rented, whichever is more economical. Equipment is tangible property having a useful life of more than one year and an acquisition cost of \$500 or more per unit. An inventory of all equipment purchased must be kept. Justification for any exceptional equipment purchases and/or rental costs must be provided in the Budget Narrative. All equipment purchases between \$500 and \$5,000 require 3 verbal estimates and any purchases over \$5000 require 3 written estimates.
- f. Space/Utilities: This section includes real estate rental and utilities costs. Justification for any exceptional space or utilities costs must be provided in the Budget Narrative. A rental agreement must be included as part of an awarded contract.

- g. Other Operating Expenses: List other items not included under any other category, such as 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. (List indirect costs, *if applicable*, in this section.)

2. Indirect Costs

An indirect rate of up to 15 percent of total direct costs may be charged with proper supporting documentation. If your agency has an approved indirect cost rate agreement with the Federal government, you may use the agreement to document the indirect/overhead costs and must attach a copy of the Federal agreement to the proposal. If your agency does not have a federally approved indirect cost rate, it must provide either another State agency approved rate or a Certified Public Accountant (CPA) approved rate applicable to the period of the project. The approval letter, in either case, must state the base to which the rate is applied (personal services, total direct costs, modified total direct costs, etc.), must be signed by either an official of the State agency or the CPA, and must be attached to the proposal.

Any cost that is budgeted completely or partially as a direct cost may not be part of the budgeted indirect costs. Also, the indirect rate may not include any portion of costs that are assignable to other Federal, State or provider agency programs. In such cases, a properly modified rate will be determined by the provider agency and approved by the responsible State agency.

In the absence of either a Federally approved or a State agency/CPA indirect cost rate, all indirect/overhead costs should be included in the appropriate direct cost categories.

C. Required Documents

1. **Proposal Cover Page** (Attachment B2) - This form must have an original signature signed by an official authorized to bind the bidder to its provisions.
2. **Local Department of Social Services Partnership Form** (Attachment B3) - This form must be signed by a representative from each LDSS in which program participants you plan to serve reside and acknowledges the DSS' commitment to supporting the program.
3. **Technical Proposal Program Narrative Form** (Attachment B4) - This includes all of the items listed in Section IV A of the RFP.
4. **Local Funding Requirement** (Attachment B5) - This form identifies the type and amount of non-Federal funds that the applicant organization will contribute to meet the 50 percent non-Federal local funding requirement.
5. **Line Item Budget** (Attachment B6) - Providers outline how the non-federal and federal funds will be used to support the proposed food stamp outreach activities.
6. **Contractor/Subcontractor Background Questionnaire** (Attachment B7) - This form must be completed by the Bidder and any proposed subcontractor if the value of the contract is in excess of \$10,000. The Contractor/Subcontractor Background Questionnaire requires an original signature.
7. **Appendix Z - Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Forms - Participation Requirements:** Completion and submission of forms, attachments B8-1 through B8-6 listed below must be a part of and included in your proposal:

B8-1. M/WBE Subcontractor Utilization Plan.

B8-2. M/WBE Subcontractors and/or Suppliers Letter of Intent to Participate.

- B8-3. EEO Staffing Plan.
- B8-4. M/WBE /EEO Policy Statement.
- B8-5. M/WBE Subcontractor Request for Waiver Form (if applicable).
- B8-6. M/WBE Goal Requirements Certification of Good Faith Efforts.

These forms are required to ensure that your agency is in full accord with the aims and efforts of the State of New York to promote equal opportunity for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities. It is understood that the extent of your M/WBE subcontracting plans may not be known at the point of proposal submission. Organizations selected for an award may be required to resubmit the EEO Staffing Plan when subcontracting activities are finalized.

M/WBE Subcontractor Utilization Examples

It is important to note that in addition to direct sub-contracting on State contracts, contractors can also utilize a number of other vendors in support of their overall operations. Using NYS Certified M/WBEs as providers of these second tier services can be counted in satisfaction of the goals. The Directory of NYS Certified M/WBEs can be found at <http://www.nylovesmwbe.ny.gov>. The following are examples of indirect services that you may want to consider for compliance with M/WBE subcontracting participation requirements: Accounting Services, Advertising, Building Maintenance, Car Rental, Cleaning Supplies, Copying, Electrical Services, Furniture, Heating and Cooling, Janitorial Services, Office Supplies, Pest Control, Printing Services, Publishing, Rubbish Removal, Security, Shredding Services, Tax Preparation, Technical Writing, Training, and Travel Services, etc.

V. Selection Process and Evaluation Criteria

A. Evaluation of Proposals

OTDA's Center for Employment and Economic Supports will establish a Review Committee to evaluate the technical and budget sections of the proposals.

B. Evaluation Process

The evaluation process will abide by the following rules:

- All bidders that are determined not to be responsive or responsible will be disqualified after completing a review.
- Proposals that fail to meet the requirements may be disqualified after completing a full review.

C. Evaluation Criteria

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

- **Priority Feature** (5 points) - preference will be given to proposals that:

- represent a consortium of CBOs whereby a single agency is identified as the lead agency which is responsible for the management of the project, serves as the contractor for the funds awarded by OTDA, and operates in conjunction with the CBO's, and/or
- Use a regional based approach serving multiple counties to maximize the impact of outreach activity and to improve operational efficiencies.
- **Basis of Need** (10 points) - The proposal demonstrates the need for food stamp outreach services to the targeted populations in the area and explains why existing programs cannot meet this need.
- **Organizational Experience and Past Accomplishments** (25 points) The applicant demonstrates the capability and relevant experience in developing and operating programs that provide services for the target populations that are geared to increasing participation in the Food Stamp Program of these underserved populations.
- **Pilot Project Design** (40 points) - The proposal represents an innovative food stamp outreach strategy plan. It describes all aspects of the program including the services to be provided, integration and coordination of services with other services available within the community.
- **Budget** (20 points) –The operating budget consisting of SNAP funds and the non-Federal contribution, will be examined to determine the extent to which expense projections are reasonable, necessary and allowable. Priority will be given to budgets that minimize administrative costs in favor of direct program outreach 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. OTDA is limiting the number of awardees to no more than one per county outside of NYC. Given this stipulation, a proposal with a lower score may be selected over a higher scoring proposal when the higher score falls subject to the county limit rule. In the event the amount requested by selected organizations exceeds the amount available, OTDA will reduce the award amounts to stay within the overall funding limit. Necessary award reductions may be achieved by a proportionate decrease across selected proposals.

In NYC, OTDA reserves the right to adjust the amount of individual awards based on the quantity and quality of proposals submitted. Therefore, if there is more than one viable applicant in NYC, no one applicant may receive more than 60% of the NYC available funds. An exception to this guideline may be made if the total funding amounts requested from other applicants do not total at least 40% of the NYC available funds.

E. Terms and Conditions Governing this RFP

1. Awards will be made to the applicants whose proposals are determined to best meet the criteria for proposal evaluation and selection set forth in this RFP.
2. 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 the Budget and by the NYS Office of the State Comptroller.
3. This RFP does not commit OTDA 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.
4. OTDA 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 their expenses incurred in the preparation of a proposal.
5. This RFP and any contract resulting from this RFP is subject to all applicable laws, rules and regulations promulgated by any Federal, State and municipal authority having jurisdiction over the subject matter thereof.

6. OTDA reserves the right to award contract(s) to as many or as few applicants as it may select, and reject any or all proposals which do not completely conform to the instructions given in the RFP.
7. The proposal of the successful applicant(s) will serve as the basis for the contract, the terms of which will be modified within the context of this RFP.
8. 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.
9. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA of third parties with regard to applicant's experience or other matters relative to the proposal.
10. 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, personnel information, or other funding source information.
11. 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 the Office of Temporary and Disability Assistance or his designee unless authorized by the Office to do so.
12. 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.

VI. General Information for Successful Bidders

Contracting Terms/State Payment

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

A. Cost of Proposal Preparation

The Office of Temporary and Disability Assistance (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 the property of the State of New York.

B. Assurances

The bidder 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 and warrants that it can provide such services as represented in bidder's proposal. The bidder 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.

C. 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.

D. Conflict of Interest

Bidders 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 potential conflict of interest among specific contractor staff or subcontractors.

E. Ownership of Materials

All materials developed with funding provided by the State and all proposals, work plans and budget become the 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 project funds for any OTDA or other State purpose.

F. Equal Employment Opportunity

By submission of its bid, the successful bidder 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. See Attachment A6.

G. 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.

H. Contract Award

Upon receipt of necessary State approvals an award letter will be issued by OTDA to the successful bidder 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.

NOTE: The contract does not become legally binding upon the State of New York until it is executed by the Office of the New York State Comptroller.

I. Publicity

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.

J. 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 bidder and the proposals of non-successful bidders 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 bidder'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.

K. Americans with Disabilities Act (ADA)

The successful bidder shall comply with all applicable requirements of the Americans with Disabilities Act (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 bidder 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 bidder shall warrant to OTDA that the successful bidder 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 American with Disabilities Act.

L. Compliance with New York State Policy and Law

All work conducted under this contract must be in compliance with OTDA's policies and procedures set forth in Appendix A, Standard Clauses for NYS Contracts (Attachment A1). In addition, the successful bidder must agree to the terms specified in the document entitled "Office of Temporary and Disability Assistance – Appendix A1," (Attachment A2).

M. 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 "Contractor/Subcontractor Background Questionnaire" (Attachment B7). 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.

N. Contract Modification

The contract budget can be modified, upon mutual agreement of the parties, during any term by written amendment.

O. Contract Cancellation

OTDA reserves the right to cancel the contract or any part thereof, at any time, upon thirty (30) days written notice. If, in the judgment of OTDA, the 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.

VII. RFP Attachments and Required Documents

The following table lists each attachment to this RFP and indicates which documents must be submitted with the proposal.

ATTACHMENTS				
Attachment	Page	Document Title	Original Signature Required (√)	Required to be Submitted with Proposal (√)
A1	22	Appendix A: Standard Clauses for all NYS Contracts		
A2	28	Appendix A1: NYS OTDA Contract Clauses		
A3	32	Appendix C: Payment and Reporting Schedule		
A4	34	Appendix D: Contractor Information	X	
A5	37	Appendix X: Internal Contract Amendment	X	
A6	38	Appendix Z: Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Participation Requirements for All NYS Office of Temporary and Disability Assistance Contracts and Grants		
A7	44	State of New York Multi-Year Agreement		
A8	48	Attachment Q		
B1	50	Notice of Intent to Bid	X	Submit by date requested in RFP
B2	51	Proposal Cover Page	X	X
B3	52	LDSS Partnership Form	X	X
B4	53	Technical Proposal Program Narrative Form		X
B5	54	Non-Federal Funding Agreement	X	X
B6	55	Line-Item Budget		X
B7	56	Contractor/Subcontractor Background Questionnaire	X	X
B8 - 1	59	M/WBE Subcontractor Utilization Plan	X	X
B8 - 2	60	M/WBE Subcontractor and/or Suppliers Letter of Intent to Participate	X	X
B8 - 3	62	EEO Staffing Plan	X	X
B8 - 4	64	M/WBE EEO Policy Statement	X	X
B8 - 5	66	M/WBE Subcontractor Request for Waiver Form	X	(if applicable)
B8 - 6	68	M/WBE Goal Requirements Certification of Good Faith Efforts	X	X

**Attachments A1 – A8
Targeted Food Stamp Outreach**

Attachment A1 – Appendix A: Standard Clauses for NYS Contracts

Attachment A2 – Appendix A1: NYS OTDA Contract Clauses

Attachment A3 – Appendix C: Payment and Reporting Schedule

Attachment A4 – Appendix D: Contractor Information

Attachment A5 – Appendix X: Contract Modification

Attachment A6 – Appendix Z: Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Participation Requirements for All NYS Office of Temporary and Disability Assistance Contracts and Grants

Attachment A7 – State of New York Multi Year Agreement

Attachment A8 – Attachment Q

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

Items in APPENDIX A

- 1. Executory Clause**
- 2. Non-Assignment Clause**
- 3. Comptroller's Approval**
- 4. Workers' Compensation Benefits**
- 5. Non-Discrimination Requirements**
- 6. Wage and Hours Provisions**
- 7. Non-Collusive Bidding Certification**
- 8. International Boycott Prohibition**
- 9. Set-Off Rights**
- 10. Records**
- 11. Identifying Information and Privacy Notification**
- 12. Equal Employment Opportunities for Minorities and Women**
- 13. Conflicting Terms**
- 14. Governing Law**
- 15. Late Payment**
- 16. No Arbitration**
- 17. Service of Process**
- 18. Prohibition on Purchase of Tropical Hardwoods**
- 19. MacBride Fair Employment Principles**
- 20. Omnibus Procurement Act of 1992**
- 21. Reciprocity and Sanctions Provisions**
- 22. Compliance with New York State Information Security Breach and Notification Act**
- 23. Compliance with Consultant Disclosure Law**
- 24. Procurement Lobbying**
- 25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 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, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written Statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) The Contractor shall State, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.State.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.State.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, State or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the States of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

NYS OFFICE OF TEMPORARY & DISABILITY ASSISTANCE APPENDIX A1

1. PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the APPENDICES. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal and State Laws and Regulations.
- b. It is the policy of Office of Temporary & Disability Assistance (OTDA) to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement to OTDA for the provision of goods and services. Contractors will be expected to make best efforts in this area. OTDA may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OTDA, to the degree that such change is within the reasonable control of the Contractor.

2. OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the APPENDICES.
- b. Title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and OTDA, in Federally funded contracts, pursuant to Federal regulations 45 CFR Part 74, Subpart O, unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of OTDA. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to OTDA, unless OTDA has given direction for or approval of an alternative means of disposition in writing.
- c. Upon written direction by OTDA the contractor shall maintain an inventory of those properties which are subject to the provisions of paragraph b.

3. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or work plan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, (including where relevant, timely completion of milestones) the Contractor agrees to submit to OTDA within three days of occurrence (or perception) of such problem, a written description thereof together with a recommended solution thereto.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OTDA under the Federal Social Security Act.
- d. OTDA will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- e. Except where OTDA otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts for the performance of the obligations contained herein until it has received the prior written approval of OTDA, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by bona fide written contract. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of OTDA under this AGREEMENT, and (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and OTDA. The Contractor specifically agrees that the Contractor shall be fully responsible to OTDA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- f. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to OTDA forthwith and shall be subject to the direction of OTDA as to the disposition of such revenue.
- g. An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York, whichever is later.
- h. Any interest accrued on funds paid to the Contractor by OTDA shall be deemed to be the property of OTDA and shall either be credited to OTDA at the closeout of this Agreement or expended on additional services provided for under this Agreement.

4. REPORTS AND DELIVERABLES

- a. The Contractor shall prepare and submit all reports, documents and projects required, and especially those reports, documents and products contained in the APPENDICES, to OTDA's Contract Manager for review and approval. These reports shall be in such substance, form and frequency as required by OTDA in order to meet State and Federal requirements.
- b. Should the Contractor fail to submit, to the extent required by the Office, any reports or documents as required in the above paragraph (a), the Office reserves the right to suspend any payments due until such time as the reports or documents are submitted by the Contractor to the Office.
- c. If the 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 OTDA. The audit shall be completed on an annual basis and the audit report submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the OTDA. The audit shall be conducted in accordance with generally accepted government auditing standards by an independent auditor and submitted in a form determined by the OTDA. The OTDA will report its finding and any recommendations to the Contractor and may impose any sanctions as determined appropriate. The cost of audits made in accordance with these provisions are allowable charges to the Contract, charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars.

5. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such information with regard to service authorized by the Social Services Law in conformity with the provisions of applicable State and Federal laws and regulations (e.g. Sections 136 and 372 of the Social Services Law, 18NYCRR 357). Recipients of services other than those which are authorized by Social Services Law shall have their confidentiality protected as directed by OTDA. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). In the event of an information security breach, the Contractor must immediately notify the Office's Information Security Officer, and adhere to State and Office procedures regarding information security incident reporting and management. The Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

6. PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of OTDA, which results (1) shall acknowledge the support of OTDA and the State of New York and (2) shall State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of OTDA or the State of New York.
- b. OTDA and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge OTDA's right to such license.
- c. All of the license rights so reserved to OTDA and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR Part 74, Subpart O.

7. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to OTDA. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to 45 CFR Part 74.36 and any amendments thereto.

8. TERMINATION

- a. This AGREEMENT may be terminated by OTDA, if OTDA deems that termination would be in the best interest of the State, provided that OTDA shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. OTDA agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, OTDA may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent via registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, OTDA may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to OTDA. Upon such termination, OTDA may require a) the repayment to OTDA of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at OTDA's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of OTDA terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OTDA to the Contractor.
- d. Should OTDA determine that Federal or State funds are unavailable; OTDA shall deem this contract terminated immediately. OTDA agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, OTDA shall follow this up immediately with written notice. OTDA will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from OTDA. If State or Federal funds become unavailable prior to completion of a performance-based contract, the contractor is entitled to receive reimbursement in an amount equal to the amount the contractor would otherwise have received for the payment points that have been completed at the time that the funds become unavailable.

9. ADDITIONAL ASSURANCES

- a. The Contractor agrees to observe all applicable Federal Regulations, including those contained in 45 CFR Part 84 and 28 CFR Part 41.
- b. OTDA and Contractor agree that Contractor is an independent Contractor, and not an employee of OTDA. Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only OTDA) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, corporation who may be injured or damaged by Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- c. The Contractor agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights Laws with reference to equal employment opportunities and the provision of services.
- d. The Contractor agrees that Modifications and/or Budget Revisions which do not effect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- e. Upon request by a local social services district or its designated purchasing agent, the contractor shall enter into an agreement with such district or agent for the purchase of the goods and services which are the subject of this agreement. Such new agreement shall provide that the cost of such goods and services to the district / agent entering into such agreement shall be the same as charged to OTDA under this agreement except that the contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the act that the municipality constituting the social services district requires contractor to be obligated to standard contractual provisions in lieu of Appendix A of this agreement, which standard contractual provisions are more onerous than those contained in Appendix A.
- f. The contractor understands that it must comply with Federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 306 of the Federal Clean Air Act, Section 306 of the Federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from Federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by OTDA (see Federal Executive Order 12549 and 7 CFR Part 3017).

APPENDIX - C
PAYMENT AND REPORTING SCHEDULE

- a. In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Temporary & Disability Assistance (OTDA) agrees to pay and the Contractor agrees to accept a sum not to exceed _____ Dollars (\$ _____), in accordance with the budget contained in Appendix B, which is attached hereto.
- b. To the extent permitted by Federal law and regulation, OTDA may, at its own discretion, make advance payments to the Contractor, up to 25 percent, upon the submission of sufficient justification therefore. Said advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by the Comptroller of the State of New York and upon the submission to OTDA by the Contractor of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York. 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 to OTDA immediately any advance balance then outstanding.
- c. OTDA agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York. These vouchers shall be submitted at least quarterly. OTDA agrees to submit each approved voucher to the Comptroller for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing and together with a justification therefore. The Contractor agrees to submit all vouchers to OTDA no later than thirty days following the completion or termination of this AGREEMENT. For purposes of Article XI-B of the State Finance Law, vouchers other than those for payment of advances are payable on the 45th day after the end of the vouchering period (monthly, quarterly or as defined in the payment schedule) if deemed acceptable by OTDA and Office of the State Comptroller, and if the contractor's voucher is received within 15 days after the end of said period. If the Contractor's voucher is received later than 15 days after the end of said period, then the voucher will be payable 30 days after receipt if deemed acceptable by OTDA and the Office of the State Comptroller.
- d. OTDA reserves the right to withhold up to _____ Dollars (\$ _____) of any payment otherwise due under this AGREEMENT as security or the faithful completion of services under this AGREEMENT. Said amount is to be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT and the attachment thereto, a final voucher, the accounting for the advance payment made pursuant to this AGREEMENT, and upon certification, by the Contractor that it has completed its obligations and duties this AGREEMENT.

BUDGET REVISIONS

- a. The Contractor may make revisions to the budget contained in Appendix B up to the amount of ten percent (10 percent) of any direct cost category item without prior approval of OTDA except that any budget decisions that affect changes in the work plan or staffing plan as contained in Appendices B and D shall require prior written approval of OTDA. The Contractor agrees, to submit any and all revisions made pursuant to this to OTDA's Contract Manager for informational purposes.

- b. Budget revisions in excess of ten percent (10 percent) of any budget item or which affect changes in the work plan or staffing plan shall be submitted in writing to OTDA's designated Contract Manager for approval accompanied by justification therefore. Any submission under this section shall contain as an attachment thereto, all prior budget revision submissions made to OTDA under this Section since the last approved revision under this section. OTDA's Contract Manager shall notify the Contractor in writing, of OTDA's approval of such budget revisions, or shall, also in writing, notify the Contractor of OTDA's disapproval and particularize the reasons for such disapproval.

DESIGNATED PAYMENT OFFICE

Program Office: Office of Temporary and Disability Assistance
Program Area: Center for Employment and Economic Supports
Address: 40 North Pearl Street
Albany, NY 12243

NOTE: Contracts awarded under the Food Stamp Outreach Procurement are NOT eligible to receive any advance as outlined in Section (b) of Appendix C.

**APPENDIX - D
CONTRACTOR INFORMATION**

1. Incorporated Agency Name: _____

2. Street Address: _____

City, State, Zip Code: _____

County: _____

3. Vouchering Mailing Address: _____

City, State, Zip Code: _____

County: _____

4. Agency Contact: _____ Title: _____

Phone #: _____ Fax #: _____

Email Address: _____

Mailing Address: _____

Program Contact: _____ Title: _____

Phone #: _____ Fax #: _____

Email Address: _____

Mailing Address: _____

5. Federal Employer Identification #: _____

State Registered Charitable Organization #: _____

Municipality # (if applicable): _____

Optional:

Community District(s): _____

Federal Congressional District(s): _____

State Senate District(s): _____

State Assembly District(s): _____

6. Award Amount: \$ _____

Catalog of Federal Domestic Assistance (CFDA) title and number: 10.561; Supplemental Nutrition Assistance Program (SNAP).

These funds are subject to requirements of Targeted Food Stamp Outreach provisions of the Food Stamp Act of 1977 as amended by the Food and Nutrition Act of 2008.

Award Name: Targeted Food Stamp Outreach

Awarding Agency: United States Department of Agriculture

7. Organization Information

For statistical purposes, check yes or no for *each* of the following items as it relates to your organization. See the instructions for definitions. LEAVE NO BLANKS.

- Non-Profit Organization Yes No Women-Owned Business Yes No
- Minority Business Yes No Municipality Yes No
- Small Business Yes No

8. Non-Discrimination/Sectarian Organization Compliance Justification

	Yes	No
a. According to your Certificate of Incorporation, are your organization's purposes sectarian? (For example, are you a corporation organized under the religious corporation law or a corporation that has a corporate purpose to serve a particular religious group or promoting the doctrine of a particular religion in general?)		
b. Are any of the proposed services in your project sectarian in nature?		
c. Does your organization have as its goal the furthering of any sectarian purpose?		
d. Are the services to be provided by sectarian staff?		
e. Are services being delivered in a building owned by a sectarian organization?		
If no, proceed to letter (f). If yes, are services educational in nature?		
f. Will the proposed services be provided on the basis of race, religion, color or national origin?		
g. If the contract is with a sectarian organization, is the amount and comprehensiveness of the surveillance necessary to insure the contract does not foster or inhibit religion greater than the contract necessary to administer a similar contract with a non-sectarian agency?		

If any of the above answers are Yes, please justify the recommendation for funding below:

9. List of Authorized Signatories

List all individuals who are authorized by the Board of Directors to sign this contract and related documents on behalf of the organization. *Should any individual be added to or removed from the list, inform the Bureau in writing immediately.*

Name _____ (Printed) Title _____ Signature _____ Restrictions _____
Name _____ (Printed) Title _____ Signature _____ Restrictions _____
Name _____ (Printed) Title _____ Signature _____ Restrictions _____

The individuals listed above are authorized to sign on behalf of the Contractor in all matters regarding the Agreement with the NYS Office of Temporary and Disability Assistance except where restrictions are shown. The recipient certifies that to the best of his/her knowledge and belief the information in the contract is true and correct. The recipient certifies that he/she has reviewed the contract, understands the terms, and agrees to be bound by the same.

(Signature of Official Authorized to Sign for Applicant) (Printed Name) (Date)

APPENDIX X
Internal Contract Amendment

Agency Code: 27000

Contract Number: _____

Multi-year contract term: _____

Total funding required to support a multi-year contract: _____

Current program cycle: _____

Funding to support current program cycle: _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New **York State Office of Temporary & Disability Assistance**, having its principle office at 40 N. Pearl Street, Albany, New York 12243 (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR).

Whereas, the State and the Contractor wish to amend said agreement(C0 _____); and the purpose of which is to modify the contract term and/or contract amount as referenced above and as amended in the attached Appendix(ices) - All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, The parties hereto have executed this AGREEMENT on the dates below their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)

SS:

County of _____)

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the forgoing instrument, and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary)

APPENDIX Z

**Minority and Women-Owned Business Enterprise (M/WBE) and
Equal Employment Opportunity (EEO) Participation Requirements
For All NYS Office of Temporary and Disability Assistance
Contracts and Grants**

(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.ny.gov/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 percent
WOMEN OWNED BUSINESS PARTICIPATION	5.50 percent
EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION	7 to 10 percent

ESTABLISHED GOALS FOR THIS PROCUREMENT/CONTRACT ARE AS FOLLOWS:

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

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 Brown Phillips, M/WBE Director, NYS OTDA, M/WBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8222; e-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.

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.

- 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 (percent) 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 percent (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 M/WBE Unit, issue a written notice of acceptance or deficiency.
- 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.
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"),

²If 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.

³Contractors 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.

⁴Requests 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.

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.

STATE OF NEW YORK
MULTI YEAR AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as “Funding Amount for Initial Period” on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, including any proposed budget modification which results in a change of greater than 10 percent to any budget item, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as Stated in Appendix A1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services, a sum not to exceed the amount noted on the face page hereof. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.State.ny.us/epay/index.htm, by email at epunit@osc.State.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the OTDA has expressly authorized payment by paper check as set forth herein.
- E. The CONTRACTOR acknowledges that payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the OTDA, in the OTDA's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices as established by the State Comptroller.
- F. The CONTRACTOR shall also comply with the State Comptroller's requirement to file a Substitute Form W-9. The form and the instructions for completing the form, as well as the Electronic Payment Authorization Form are located at [Electronic Payment and Substitute W-9](#).

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may terminate this AGREEMENT without cause by ninety (90) days prior written notice.
- D. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- E. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- F. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- G. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

- A. Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as Stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

Notices

Attachment Q

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Office of Temporary and Disability Assistance

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Contractor

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Attachments B1 – B8
Targeted Food Stamp Outreach

1. Notice of Intent to Bid (B1)
2. Proposal Cover Page (B2)
3. LDSS Partnership Form (B3)
4. Technical Proposal Program Narrative Form (B4)
5. Non-Federal Funds Agreement (B5)
6. Line-Item Budget (B6)
7. Contractor/Subcontractor Background Questionnaire (B7)
8. M/WBE Subcontracting Utilization Form (B8-1)
M/WBE Letter of Intent to Participate (B8-2)
EEO Staffing Plan (B8-3)
M/WBE / EEO Policy Statement (B8-4)
M/WBE Subcontractor Request for Waiver (B8-5)
M/WBE Goal Requirements Certification of Good Faith Efforts (B8-6)

NOTICE OF INTENT TO BID

This form confirms our intent to respond to the Targeted Food Stamp Outreach Request for Proposals issued by the New York State Office of Temporary and Disability Assistance, Center for Employment and Economic Supports.

Signed:

(Name/Title/Organization/Bidder Name)

(Address/Phone)

Please respond by **July 1, 2011** by faxing or mailing this form to:

New York State Office of Temporary and Disability Assistance

Center for Employment and Economic Supports

Attn: Beth Mooney

40 North Pearl St., 9th Floor, Section C

Albany, New York 12243

Fax: 518-473-9773

Proposal Cover Page	
Project Total: \$	Project Title:
Lead Organization Name & Address:	County(ies) to be Served: ▪ ▪ ▪
Website Address:	
Contact Person:	Federal Payee ID #:
Telephone Number:	Municipality # (if applicable):
Fax Number:	
E-Mail Address:	Charity Registration Number:

PROPOSAL CHECKLIST

Attachment	Document Title	Check (✓) to indicate that the item is included in the proposal
B2	Proposal Cover Page	
B3	LDSS Partnership Form	
B4	Technical Proposal Program Narrative Form	
B5	Non-Federal Funding Agreement	
B6	Line-Item Budget	
B7	Contractor/Subcontractor Background Questionnaire	
B8	-1 M/WBE Subcontractor Utilization Plan	1
	-2 M/WBE Letter of Intent to Participate	2
	-3 EEO Staffing Plan	3
	-4 M/WBE EEO Policy Statement	4
	-5 M/WBE Subcontractor Request for Waiver	5
	-6 M/WBE Goal Requirements Certification of Good Faith Efforts	6

I (We), the undersigned, attest that I am (we are) authorized to bind the bidder to the provisions of the attached proposal and that such provisions will remain valid for at least one-hundred and eighty (180) days from the proposal due date.

Name and title of individual or firm's officer authorized to sign for applicant:

(Please print or type)

(Title)

Date: _____ Signature: _____

LDSS Partnership Form
(to be completed for each district served)

The _____ Department of Social Services has reviewed the Targeted Food Stamp Outreach proposal and supports the outreach activities outlined in the project proposal.

Comments: _____

LDSS Representative

Name: (print) _____

Signature: _____

Title: _____

County: _____

Date: _____

**TECHNICAL PROPOSAL
PROGRAM NARRATIVE
(12 page maximum in 12-pitch font)**

Non-Federal Funding Agreement

Reimbursement through the Targeted Food Stamp Outreach is contingent upon the applicant organization(s) being able to produce a specific amount of eligible non-Federal funds to support the program. The required local funds will be derived as follows:

Name of Non-Federal Funds	Funding Source	Type of Non-Federal Funding	Amount
Total			

I understand that food stamp reimbursement from the OTDA is contingent on our ability to obtain sufficient eligible non-Federal funds. I agree to retain and make available to representatives of OTDA evidence that the eligible non-Federal funds have been expended in support of the Targeted Food Stamp Outreach Program.

(Signature of Lead Organization)

(Title)

Line-Item Budget

The budget is a separate Excel file posted with the RFP

You must download / save the budget to your computer

File Name: FS Outreach Budget

The budget contains macros that must be enabled / allowed for it to function properly

You may also choose to save the budget as a macro free file. You will need to use the sheet tabs to navigate the pages and will need to print each page separately if you choose to use this option.

If you cannot access or use the Excel version of the budget please email us and we can send you a hard copy version.

NEW YORK STATE

OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE

CONTRACTOR/SUBCONTRACTOR BACKGROUND QUESTIONNAIRE

General Information

Federal Identification Number: _____

Name of Firm: _____

Mailing Address: _____

Actual Location: _____

City: _____ State: _____ Zip code: _____

Fax Number: () _____ Telephone Number: () _____

Background Questionnaire

The following section must be fully completed by the Bidder or bid will be deemed non-responsive. Where appropriate, provide additional details using space provided or by inserting additional sheets following this part. Any proposed subcontractor must also complete this form if the value of that subcontract will be in excess of \$10,000.

1a. If you, the bidder, are a natural person, are you a New York State resident? _____ NO _____ YES

1b. If you are a corporation, are you a New York State corporation? _____ NO _____ YES

1c. Are you registered with the New York State Department of State (DOS) to do business in New York State? _____ NO _____ YES

If no, you will be required to comply with the New York State Department of State guidelines for doing business in New York State before you will be eligible for a Contract award. Do you agree to these conditions?
_____ NO _____ YES

2. How many years has the bidder been in business? _____ Years

3a. Are you a certified minority owned business enterprise, certified by the NYS Department of Economic Development? (Your company is eligible to be certified if it is at least 51 percent owned and controlled by minority group members (i.e. Black, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native)? _____ NO _____ YES

3b. Are you a woman owned business enterprise, certified by the NYS Department of Economic Development? (Your company is eligible to be certified if it is at least 51 percent owned and controlled by women.) _____ NO _____ YES

4. How many people are employed by the bidder? _____ Employees

1. Total number of people employed by the bidder:
- * Within New York State? _____
 - * Outside of New York State? _____
 - * Outside of United States? _____

6. Is the bidder independently owned and operated? _____ NO _____ YES
(If no, provide details.)

7. List and describe any liquidated damages assessed, and/or liens or claims over \$25,000 filed against the bidder and remaining un-discharged or unsatisfied for more than 90 days, on any contracts within the past five years.
_____ NO _____ YES

11. Does the bidder hold any current contracts with governmental entities outside of New York State, valued in excess of \$100,000?	_____ NO _____ YES (If yes, provide details.)
12. Your firm is responsible for providing worker's compensation insurance pursuant to State law. The State has the option to require proof of current worker's compensation insurance or proof of exemption if applicable. Do you comply with this requirement?	_____ NO _____ YES
13. Your firm is responsible for providing disability insurance pursuant to State law. The State has the option to require proof of current worker's compensation insurance or proof of exemption if applicable. Do you comply with this requirement?	_____ NO _____ YES
14. Does your firm employ any non-U.S. citizens or resident legal aliens?	_____ NO _____ YES
15. If yes, are the forms on file and available for inspection?	_____ NO _____ YES

CERTIFICATION

The undersigned: 1) recognizes that this questionnaire is submitted for the express purpose of inducing the New York State Office of Temporary of Disability Assistance to award a contract or approve a subcontract; 2) acknowledges that the Office may in its discretion, by means which it may choose, determine the truth and accuracy of all Statements made herein; 3) acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law 210.40 or a misdemeanor under Penal Law 210.35 or 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. 1001; 4) States that the information submitted in this questionnaire and any attached pages is true, accurate and complete; and, 5) acknowledges that submission of false or misleading information will constitute grounds for the Office to terminate its contract (or revoke its approval of a subcontract) with the undersigned or the organization of which s/he is an officer.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Revised September 2005

M/WBE SUBCONTRACTOR UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) subcontractor under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification Number:

Address:

Solicitation Number:

City, State, Zip Code:

Telephone Number:

Region/Location of Work:

M/WBE Goals in the Contract: MBE percent WBE percent

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

<p>PREPARED and APPROVED BY:</p> <p>NAME AND TITLE OF PREPARER (Print or Type):</p> <p>Signature: _____ Authorized Signature</p> <p>DATE:</p> <p>TELEPHONE NO:</p> <p>EMAIL ADDRESS:</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION.</p>	<p style="text-align: center;">FOR AGENCY USE ONLY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">REVIEWED BY:</td> <td style="width: 30%;">DATE:</td> </tr> </table> <p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No:</p> <p>Contract Award Date:</p> <p>Estimated Date of Completion:</p> <p>Amount Obligated Under the Contract:</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	REVIEWED BY:	DATE:
REVIEWED BY:	DATE:		

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)
M/WBE SUBCONTRACTORS AND /or
SUPPLIERS LETTER OF INTENT TO
PARTICIPATE**

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal / Contract number: _____

Contract Scope of Work: _____

The undersigned intends to perform services or provide material, supplies or equipment as follows:

At the following price: \$ _____

Name of M/WBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

MBE - Subcontractor

WBE – Subcontractor

MBE – Supplier

WBE - Supplier

Joint venture with:

Name:

Address:

Fed ID Number: _____

MBE

WBE

Are you a New York State Certified M/WBE?

Yes

No

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be completed: _____

Date Supplies ordered: _____

Delivery date: _____

The above work will not be further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

Date: _____

Signature of M/WBE Contractor: _____

Printed/Typed Name of M/WBE Contractor: _____

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS' LETTER

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily- formed business should be indicated.

Contact: Wilma Brown Phillips, M/WBE Director
Wilma.BrownPhillips@otda.state.ny.us

**EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN**
Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name:	Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled (M) (F)		Veteran (M) (F)		
		Total Male (M)	Total Female (F)	White (M)	(F)	Black (M)	(F)	Hispanic (M)	(F)	Asian (M)	(F)					Native American (M)
Officials/Administrators																
Professionals																
Technicians																
Service Maintenance Workers																
Office/Clerical																
Skilled Craft Workers																
Paraprofessionals																
Protective Service Workers																
Totals																

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	EMAIL ADDRESS:	
		SUBMIT COMPLETED WITH BID OR PROPOSAL

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (04-10) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS OTDA for the State-funded project by taking the following steps:

M/WBE

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from NYS-OTDA and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by OTDA, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may, in the sole discretion of OTDA, be waived and/or appropriate alternatives are developed to encourage M/WBE participation.
- (7) This organization will include the provisions of sections (1) through (6) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
- (b) This organization shall State in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status,
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, _____

By _____

Print: _____ Title: _____

Minority/ Women Business Enterprise Liaison

_____ is designated as the Minority/Women Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

(Authorized Representative)

Title: _____

Date: _____

Contact:

NYS OTDA
ATTN: Ms. Wilma BrownPhillips, M/WBE Director
M/WBE Program Management Unit
Harlem Center
317 Lenox Avenue
New York, NY 10027
Wilma.BrownPhillips@otda.State.ny.us

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A Statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

M/WBE GOAL REQUIREMENTS CERTIFICATION OF GOOD FAITH EFFORTS

Contractors (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) must 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.

The undersigned hereby acknowledges that he/she took or may need to take the following actions on behalf of the Contractor to demonstrate, and upon request by OTDA, to provide written verification to document the aforesaid good faith efforts:

- (a) The Contractor attended any pre-bid, pre-award, or other meetings scheduled by the contracting agency or the NYS Department of Economic Development or its designee to inform certified minority- or women-owned business enterprises of contracting and subcontracting opportunities available on the project, for purposes of complying with contract participation goal requirements;
- (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to certified minority- and women-owned business enterprises in order to increase the likelihood of participation by such enterprises on the contract;
- (c) The Contractor undertook efforts to reasonably structure the contract scope of work for purposes of subcontracting with certified minority- and- women-owned business enterprises;
- (d) The Contractor advertised in a timely fashion and in appropriate general circulation, trade and minority- and women-oriented publications, if any, concerning the contracting or subcontracting opportunity;
- (e) The Contractor made written solicitations in a timely fashion to a reasonable number of certified minority- and women- owned business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development’s Division of Minority and Women Owned Business Development, or its designee, of the contracting or subcontracting opportunity. The directory of certified businesses can be viewed at: <http://esd.ny.gov/index.html>
- (f) The Contractor can document if any timely responses to any such advertisements and solicitations were provided by certified minority- and women-owned business enterprises;
- (g) The Contractor followed-up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity;
- (h) The Contractor provided interested certified minority- and women-owned business enterprises in a timely fashion with adequate information about the plans, specifications or terms and conditions of the State contract and requirements for the contracting or subcontracting opportunity so as to prepare an informed response to a contractor solicitation;
- (i) The Contractor submitted a completed, acceptable utilization plan in accordance with applicable requirements to meet goals for participation of certified minority-and women-owned business enterprises established in the State contract;

