

## REQUEST FOR PROPOSALS

# Food Stamp Employment and Training Venture III (FSET III)



Issued on March 28, 2012

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

**Submission Deadline: May 25, 2012**

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## **I. Timelines and Proposal Submission**

### **A. Questions Concerning this Request For Proposals (RFP)**

Bidders may submit typed questions via e-mail, fax or by mail to the address provided below. Questions regarding the RFP will be accepted until 5:00 p.m. **April 18, 2012**. 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](http://www.otda.ny.gov) no later than **April 26, 2012**. 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: Luke Posniewski

40 North Pearl Street – 9C

Albany, NY 12243

Fax: (518) 473-7993

E-mail: [Luke.Posniewski@otda.ny.gov](mailto:Luke.Posniewski@otda.ny.gov)

### **B. Notice of Intent to Bid**

Organizations intending to submit a proposal in response to this RFP are asked to use the "Notice of Intent to Bid" form in order to help OTDA prepare for the number of proposals we may expect to receive. This form, completion and forwarding instructions are included in Attachment B1. The bid form is not a requirement.

### **C. Proposal Due Date**

Proposals must be received no later than 3:00 p.m. **May 25, 2012**. 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 Dzembo

40 North Pearl Street – 13B

Albany, NY 12243

\*Phone: (518) 473-0849

\*This number is for 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 eight pages in single spaced 12-point font using standard one-inch margins. Supporting documents are not included in this limit. All pages must be numbered.
4. All five copies must be transmitted in a single sealed envelope with the title of the RFP, and the applicant's name and address should be clearly displayed on the exterior of the package.

#### **E. RFP Timetable**

- RFP Release Date – March 28, 2012
- Deadline Date for Questions – April 18, 2012
- Notice of Intent to Bid – April 18, 2012
- Deadline Date for Responses to Questions – April 26, 2012
- Proposal Due Date – May 25, 2012
- Date of Notification of Award – July 18, 2012
- Project Start Date – October 1, 2012

## **II. Summary of the RFP**

### **A. Background**

The Food Stamp Employment & Training Program was established to help food stamp recipients gain the skills they need to succeed in the labor market. From the initial FSET Venture Program RFP, 17 non-profit organizations were selected to operate programs for a two year period beginning October 1, 2009. In order to effect certain changes in the program design and to include the services of additional non-profit providers, a second RFP was released in May of 2011. This RFP resulted in the selection of 36 agencies to operate FSET Ventures II for a five year period beginning October 1, 2011.

While pleased with the programs that have emerged, the need for these services continues to increase. Between April 2009 and October 2011, the statewide number of food stamp work registrants has increased by over 55%, from 241,836 to 374,363. Many have special needs and may require more intensive services to reach their goals. At the same time, the labor market is demanding skilled workers that can move into the workplace with industry recognized credentials. Creating additional FSET Venture programs will assist these individuals in acquiring the technical and soft skills that employers seek.

### **B. Purpose**

The purpose of the Food Stamp Employment and Training (FSET) Venture III Request for Proposals (RFP) is to expand the number of organizations that can assist OTDA in

addressing the employment and training needs of food stamp work registrants, or individuals who are exempt from food stamp work requirements but volunteer to participate. Food Stamp recipients who receive TANF funded public assistance benefits are not eligible to participate.

Existing FSET Venture II contractors are not required to respond to the RFP in order to continue their program, except under the following conditions:

1. An FSET Venture II contractor with a current annual award of less than \$300,000 that now seeks additional funding up to the \$300,000 annual limit must submit a separate proposal in response to the FSET Venture III RFP. The budget must equal the increased total amount of funds being requested for the period beginning October 1, 2012. As discussed below, the applicant would need to identify eligible non-federal funds in an amount equal to the total amount of FSET funds being requested.
2. In the FSET Ventures II RFP, the number of awardees per county outside of NYC was limited to one. The FSET Ventures III RFP eliminates this restriction. If an FSET Venture II contractor desires to serve additional counties, a new proposal reflecting the services to be provided and the funding needs of the new multi-county project must be submitted.

Proposals submitted under both of the above scenarios will be evaluated using the evaluation criteria outlined in Section V. and ranked against other FSET Venture III proposals. If not selected, the applicant organization may continue to operate their existing program through their FSET Venture II contract.

This initiative will combine eligible private funding sources with 50% federal FSET funds to expand work focused education and training services to low income households receiving food stamps in New York State. The target population will include individuals with significant barriers to employment, including ex-offenders, those with a history of substance abuse and work limitations, individuals with limited English proficiency, and eligible youth between the ages of 16 to 24. Priority will also be given to proposals that will serve unemployed or underemployed parents, including non-custodial parents, so they are best able to financially provide for their children. Program providers are encouraged to offer both “soft skills” training (workplace preparation training, teamwork, problem solving, time management, conflict resolution, etc.) as well as basic education, vocational/technical skills training. Training resulting in a credential that is marketable is required. A job development component that identifies how job opportunities will be developed to provide for permanent job placement for individuals served must also be included.

### **C. Available Funds/Award Amounts**

A total of \$8,000,000 in federal FSET funds is available to support selected programs for a 12-month period beginning October 1, 2012, and OTDA will request this same amount to be available in each of the following three years covered by the procurement. This contract term is being used to be consistent with the end date of the existing 36 FSET Venture II contracts. Funds for the initial and any subsequent period are subject to approval by the United States Department of Agriculture (USDA). Applicant

organizations are required to identify non-federal funding to meet half the program costs, which would result in a total program budget of up to \$16,000,000.

Awards of up to \$300,000 annually will be made. Single agency awards may not exceed \$300,000, and we expect that at least 10 will be made. Proposals submitted on behalf of a consortium can request up to \$300,000 for each agency, but no more than a total of \$5 million for the entire consortium. Please note that these figures represent only the federal FSET amount and do not include the required non-federal matching funds. Unlike prior FSET Venture procurements, no limitation will be set on the number of awards made per county. Up to five percent of the awarded amount will be available to contractors to pay for the support services needs of program participants. Support services include transportation, clothing, equipment allowances or child care. Should additional funds be made available to support this RFP, OTDA reserves the right to make additional awards or awards in excess of the amount listed above. Contractors will earn their award funds on a performance basis as participants achieve the milestones outlined in Section III. E. 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.

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

#### **D. Local Funding Requirement**

Federal FSET funds are available to meet 50% of the costs of services. Each applicant must complete Attachment B5 to identify the source and amount of eligible non-federal funds that will be used with the federal FSET funds. Attachment B6 is then completed to show how the FSET funds and non-federal funds contributed by the applicant will be used to support the proposed Venture III Project budget. Although program funds are reimbursed on a performance basis as participants achieve contract milestones, each applicant must provide a cost based budget to show how those funds will be utilized.

##### **1. Eligible Funding Sources**

###### **a. Non-Public/Non-Profit Agencies**

Applicants must provide cash donations from non-federal third parties. This could include donations from a charitable foundation/organization, but cannot include private cash donations from an individual. Local tax levy dollars, such as those provided by through the NYC Council Discretionary funds, that are received by the non-profit agency could be used toward the local funding requirement.

###### **b. Government/Public Agencies**

In addition to cash donation and tax levy dollars, government/public entities may also use eligible in-kind contributions to satisfy all or a portion of the local funding requirement. In-kind contributions are property or services which benefit the project or program and which are contributed by non-federal third parties without charge to the grantee. Examples of in-kind benefits may include:

- Use of classroom space from a school district when they do not expect payment for use of the space; and
- Teacher's time donated by a school district.

A governmental entity is defined as any organization of state or local government that is supported by funds derived from general tax revenues of a state or locality specifically allocated from appropriate budgetary authority, such as a state legislature, county or local government. Examples of governmental entities that may receive payments for in-kinds include school districts, BOCES, State universities and State community colleges.

## **2. Ineligible Funding Sources**

- Federal funds (including, but not limited to, Title II, TANF, VESID, WIA and OASAS);
- Any local, State or private funding that is used as a match for federal funding purposes;
- New York City Adult Literacy Initiative (NYCALI) funded by WIA; and
- Support services such as childcare or transportation.

## **E. Use of FSET Funds**

Both FSET funds and the local funds being contributed must be used to support costs associated with operating employment preparation programs for food stamp applicants and recipients including job readiness assistance, job skills training, education related to employment (including vocational educational training) and work experience. Job retention services may also be provided for FSET III program participants for up to 90 days following job entry with one exception. FSET funds cannot be used to provide retention services for those participants who were employed at the time of enrollment. Funds may be used for administrative costs including staffing, equipment, and materials directly related to the operation of the program. Individuals receiving food stamps may be required to participate in employment preparation programs by the social services district. FSET III providers should coordinate services with the social services district to determine the extent to which participation in a FSET III program will satisfy any work requirement that may be required by the district. Districts may require certain types of activities and may require that individuals participate full-time, or up to 30 hours weekly for FSET III purposes. FSET funds may not be used to pay for:

- Wage subsidies;
- Supervision of, or materials and equipment necessary to support, individuals participating in unpaid work experience;
- Medical services of any kind;
- Substance abuse services;
- Computers for participants or internet connections for participants;

- Activities that exceed 120 hours per month (unless the individual volunteers to participate for the additional hours); or
- To supplant non-federal funds for basic educational programs normally available to citizens of a state, county or local jurisdiction and are supported by funds from those entities.

#### **F. Contract Period (Multi-Year) (4 Years)**

This RFP governs contracts for the cycle starting **October 1, 2012** and ending **December 31, 2016**. However, during the final three months of the contract, contractors may only be reimbursed for 30 day and/or 90 day employment milestones achieved by participants that began working on or before **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 amounts for the initial and any subsequent periods is contingent on the availability of funding and the degree to which performance outcomes have been achieved. OTDA desires to engage the services of organizations that are successful in helping participants reach the milestones outlined in the RFP, and may terminate the contract or initiate contract modifications to reduce award amounts of those projects that are not making progress in fulfilling these goals.

#### **G. Eligible Applicants**

Organizations eligible to apply for funds under this initiative must be nonprofit organizations such as school districts, Boards of Cooperative Educational Services (BOCES), Workforce Investment Boards (WIBs), community colleges and community based organizations that can satisfy the local funding requirement. Since local departments of social services (LDSS) already have access to FSET funds, they are not eligible applicants. Applicant organizations will be asked to secure LDSS support of their proposal, and if selected, be required to coordinate with the LDSS to confirm program eligibility and coordinate employment services as needed.

**Please Note:** This RFP is issued to expand the number of Venture providers statewide and the contract term was chosen to align the new providers with the FSET II program. Existing FSET II contractors are not required to respond to the RFP in order to continue their program, unless the conditions outlined in Section 2.B. exist.

Eligible applicants agree to provide informational materials to program participants regarding how to access various program benefits available to lower income households in New York, such as food stamps, health insurance and Earned Income Tax Credits. Applicants also agree to display and/or distribute materials developed by OTDA related to [www.myBenefits.ny.gov](http://www.myBenefits.ny.gov) to program participants. OTDA will provide each grant recipient with informational materials necessary to accomplish this goal.

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. Allowable FSET Activities**

The following are allowable FSET activities:

- Job search and placement – supervised contact of employers in an effort to obtain a job placement in available, appropriate positions.
- Job readiness assistance – preparation for employment through training in areas such as employer expectations, appropriate work-place conduct, personal appearance, job application and resume writing, job interviewing techniques and job seeking skills.
- Job skills training/vocational education – instruction in a specific skill or occupation or programs with a specific vocational objective.
- Education training related to employment – may include literacy training, GED preparation or English Language Instruction.
- Work experience – activity that improves the employability of participants through actual unpaid work experience in the public or nonprofit sector. Individuals may not participate in FSET work experience for hours that exceed the household's food stamp benefit plus any safety net cash benefit divided by the federal or state minimum wage, whichever is higher.
- Subsidized employment – Paid employment in the private or public sector and on-the-job training during a limited period of time during which the wages of the participant are subsidized. FSET funds may not be used to pay the wages but may be used to support the administration of a subsidized employment program. Please note that subsidized employment does not qualify as a job entry for milestone reimbursement purposes. If the client is subsequently retained after the subsidy period, a job entry & retention could possibly be claimed.
- Job Retention – provides support services for up to 90 days to individuals who have secured employment. Only individuals who have received other employment/training services under the FSET program are eligible for job retention services.

Program providers are encouraged to offer both “soft skills” training (workplace preparation training, teamwork, problem solving, time management, conflict resolution, etc.) as well as vocational/technical skills training. Training that result in a credential that is marketable is required. A job development component that identifies how job opportunities will be secured to provide for permanent job placement for individuals served must also be included.

Individuals enrolled in any FSET activity should also receive case management services including employment assessments, assistance with child care and transportation arrangements and financial planning and management as needed to support service delivery.

#### **B. Participant Eligibility**

The initiative will serve low-income adult applicants for, or recipients of, food stamp benefits who are at least 18 years of age, or 16-17 and not in school, with a priority to serve unemployed and underemployed individuals who are receiving food stamps, including those also receiving Safety Net Assistance. Preference will be given to

programs that provide services to “hard-to-serve” populations such as ex-offenders, non-English speakers, individuals with a history of substance abuse, work-limited, or other groups that experience difficulty obtaining and maintaining employment. Priority will also be given to proposals that will serve unemployed or underemployed parents, including non-custodial parents, so they are best able to financially provide for their children. Individuals in receipt of Temporary Assistance for Needy Families (TANF) funded public assistance are **not** eligible for services under this program, according to FSET program rules. All individuals served must be food stamp work registrants or volunteers. Work registrants are individuals who do not qualify for an exemption from participation in FSET activities. Participation in a FSET program may not exceed the allowable 120 hours monthly unless the additional hours are voluntary.

All applicants will be required to sign the FSET Venture Enrollment and Consent Form. This form will be provided by OTDA and serves two purposes. The first is to advise applicants that they are enrolled in the FSET funded Venture Program that is intended to improve their ability to secure and/or maintain employment. Its second purpose is to advise them that information regarding their participation will be shared with the local department of social services, and that income received as a result of their participation may result in changes to their current Food Stamp or Temporary Assistance benefits.

Additionally, federal rules require that those who fail to comply with program requirements without good cause, (with the exception of volunteers) have their food stamp benefit reduced or discontinued. Any reduction or discontinuance in food stamps would continue until the expiration of any durational sanction and thereafter compliance with food stamp work requirements. Providers will be responsible for reporting noncompliance to the LDSS along with available information regarding the circumstances of noncompliance, as required by federal regulations.

### **C. Coordination with Local Departments of Social Services (LDSS)**

Respondents to the RFP are required to include the LDSS Partnership Form (Attachment B3) completed by each LDSS in which program participants that you plan to serve reside. This form acknowledges their support of your program, and serves as the basis for ongoing coordination and exchange of information. Service providers will be required to report program noncompliance that is without good cause to the social services district as required by federal regulations. Further, once a food stamp recipient becomes employed, awardees must submit proof of employment to the LDSS for purposes of required food stamp budgeting and to OTDA for milestone payment purposes.

It is important that each applicant organization work with their LDSS in helping eligible food stamp recipients access child care and child care subsidies. Funds were recently made available to assist Food Stamp recipients who are participating in an employment and training program pay for child care. The child care assistance can continue for up to three months after a Food Stamp recipient secures a job.

Selected contractors must have a plan in place with the local social services district for purposes of:

- Receiving referrals of individuals appropriate for the program;

- Determining participant eligibility;
- Coordinating support services;
- Providing case management to help participants, including those who go to work, to access child care and child care subsidies.
- Reporting noncompliance by the participant; and
- Providing proof of paid employment on a timely basis to the social services district when a participant becomes employed.

Applicant organizations should contact their LDSS early in the planning process to learn what elements the program design must include to support participation by eligible food stamp recipients. Organizations must also have in place a Additionally, applicant organizations need to be aware of and comply with the district’s process for obtaining their support of your proposal, including the need to allow sufficient time for you to obtain the signed Local Department of Social Services Partnership Form (Attachment B3) by the submission deadline. For example, the NYC Human Resources Administration (HRA) requires that these requests be submitted to the Commissioner/Administrator and the Grants Officer in the Finance Office three weeks prior to the date the letter is required. At the time of the request, HRA also requires the submission of a complete or substantially complete proposal and a one-page summary of the proposal. Attachment B9 provides a list of Employment Coordinators by county. Applicant organizations awarded a contract will be required to cooperate fully with the LDSS for submitting attendance information within specific timeframes, and maintaining records of excused absence, if required by the district.

## **D. Description of Services Sought**

### **1. Program Features**

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

#### **a. Career Plan**

For each FSET Venture III participant, providers must develop a Career Plan that identifies the employment goals and education, training and job skills needed for the participant’s future success.

At a minimum, the Career Plan should:

- Be designed in conjunction with the assessment and employability plan developed by the participant and the LDSS, if applicable;
- Include an assessment of individual aptitudes, interests, educational background, work history and acquired job skills;
- Address the barriers that have prevented the participant from successfully participating in employment and training activities or obtaining/retaining a job;
- Identify the individual’s employment goals and how the services provided will help the individual attain those goals;
- Identify work skills and skill gaps;

- Contain measurable and verifiable long and short-term goals, such as educational gain, credential achievement, completion of a job readiness program, vocational training, job placement/retention or job improvement;
- Specify a timeframe for completing program components and meeting goals;
- For those programs intending to claim for educational gains, include pre-test and post-test results with the corresponding NRS educational functioning level as an indicator of the individual's proficiency at intake and any educational gains made as the result of instruction;
- Describe an individualized and contextualized course of instruction for all pre and/or post-employment components; and
- Describe the type, method and location of services and instruction.

Once developed, the Career Plan should follow the individual as s/he moves through various education, training and employment experiences and settings. A Career Plan becomes a part of an individual's portfolio for employment or further education related to employment.

It is strongly recommended that providers offer post-employment components in addition to pre-employment components. The provider's in-depth knowledge of each client's strengths and weaknesses (acquired while providing clients with pre-employment components) may be used to develop a post-employment plan of action that will improve the opportunity for job advancement and promote job retention and improvement. Providers are also expected to work with each participant at program entry and exit to develop a résumé the individual can use to support current and future job applications.

### **b. Educational Instruction Related to Employment**

Adult education in combination with strong work skills improves the educational levels of clients and the economic self-sufficiency of families by empowering clients to set and meet goals, improve their reading, math, and English language skills, and improve their employability.

Educational instruction may include:

- Adult Basic Education (ABE);
- Adult Secondary Education (ASE);
- High School Equivalency Diploma (GED) preparation; and
- English as a Second Language.

Instruction may be provided through several methods, including:

- Classroom settings;
- One-on-one tutoring: the participant meets with a literacy tutor; and
- Distance learning: the participant engages in instruction offered through television, Internet or other means from programs such as GRASP and Crossroads Café.

*Note: One week (seven calendar days) of active enrollment in an SED-approved Distance Learning Program counts as six instructional hours. For temporary assistance recipients, NYS policy limits Distance Learning to 10 hours per week.*

*Unless an exception is approved by OTDA, the Distance Learning participation must be combined with face-to-face instructional support.*

### **c. Job Skills Training including Vocational Education**

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

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

For applicants planning to provide Job Skills Training through FSET Venture III, a signed approval from the Local Workforce Investment Board must be submitted (Attachment B12). Organizations must be able to demonstrate through consultation with their LWIB that the training being offered will provide workforce skills that are in demand within the local workforce investment area, and with proper preparation, participants will obtain and retain jobs within the local labor market. The Local Labor Market Analysts are included in Attachment B10.

### **d. Connecting Participants with Available Jobs**

Applicant organizations should develop a job placement strategy that matches the skills and abilities of participants with local labor market openings. While the goal for all FSET Venture III participants is to find above minimum wage employment with benefits and advancement opportunities, it is understood that their career pathway is a process consisting of a series of steps. Many FSET Venture III enrollees may test at low functioning levels, and at the present time may qualify for only certain types of jobs. Applicant organizations need to understand the local labor market and be aware of employers/industries that hire individuals with limited academic or employment achievements. We encourage FSET Venture III applicants to engage in discussions with employers who can support this initiative.

Applicant organizations are encouraged to coordinate with the regional Empire State Development Offices (Attachment B13) to discuss how Venture III proposals can help meet regional business' staffing needs. We also suggest that organizations consider using assessment tools for entry level workers to ensure that appropriate job referrals are made.

## **E. FSET Venture III Reimbursement Structure**

The FSET Venture III milestones have been designed to promote literacy gains, GED attainment, and the acquisition of job skills certificates in an in-demand occupation and gainful employment for its participants with a pathway for job improvement and advanced earnings. A table that describes the FSET Venture III milestones is provided on the next page.

## Food Stamp Employment & Training Venture III

### Milestone & Reimbursement Chart

Milestone	FSET Milestone Value		50% Reimbursement	Definition	Policy
Career Plan Plus 60 Instructional Hours	\$1,000		\$500	Completion of a Career Plan, which includes an assessment of the participant's educational level, <b>and</b> participation in education related to employment, Adult Basic Education (ABE), Adult Secondary Education (ASE), English as a Second Language (ESL), GED Preparation, Job Readiness Training, Vocational Training or Job Skills Training for at least 60 instructional hours	This FSET milestone must be achieved before other FSET milestones can be claimed.
Educational Gain	\$1,000 Each		\$500 Each	Participant advances one ABE, ASE, or ESL NRS educational functioning level as determined by pre and post-testing. See Educational Functioning Levels table. (Attachment B11)	Up to four Educational Gain FSET milestones may be claimed per participant.
Credential	\$1,500 Each		\$750 Each	Participant obtains a High School Equivalency Diploma <i>or</i> a Secondary School Diploma through an External Diploma Program, or completes the requirements of the job skills training/vocational education program as defined by the governing agency.	Up to two Credential milestones may be claimed for a participant. For example, two milestones may be claimed for the individual who achieves his or her GED and completes a Job Skills course in an in-demand occupation. This milestone may also be claimed twice for the same individual if he or she completes a job skills training course at the entry level, and then attains a second certificate at a more advanced level, such as Certified Nurse's Assistant to Licensed Practical Nurse. Two milestones may also be claimed for the same participant if the job skills training certificates are in the same occupational field.
Job Entry (30 Days)  &  Job Retention (90 Days)	<b>Level</b>	<b>Gross Wk/Pay</b>		Participant has completed a Career Plan Plus 60 Instructional Hours milestone and entered unsubsidized employment: <ul style="list-style-type: none"> <li>• Earning at least \$145 but no more than \$213 per week over a 30-day period, or</li> <li>• Earning at least \$214 but no more than \$343 per week over a 30-day period, or</li> <li>• Earning above \$343 per week over a 30-day period</li> </ul>	Only one Job Entry and one 90-Day Retention may be claimed per client. If a client is employed at the time of enrollment only the 90-Day Retention can be claimed.  If an individual is no longer participating in FSET Venture Program activities at the time of job entry, this FSET milestone may only be claimed if it occurs within 90 days from the date the last milestone was achieved.
	\$1,000	\$145 to \$213	\$500		
	\$1,500	\$214 to \$343	\$750		
	\$2,000	Above \$343	\$1,000		

Participants may be enrolled at any time during the program period from 10/1/12 - 9/30/16. Please note that the last three months of the contract period are only for reimbursement of the Job Entry and Job Retention milestones for individuals who gained employment before 9/30/16. New participants cannot be enrolled during that period. Eligibility for FSET funded services must be established at the time of enrollment.

## **1. Career Plan Plus 60 Instructional Hours Milestone**

The Career Plan Plus 60 Instructional Hours milestone must be claimed before any other FSET milestones may be claimed. Other milestones may be achieved before the 60 hours of instruction is completed, but these milestones may not be claimed until the Career Plan Plus 60 Instructional Hours milestone is claimed.

The Career Plan Plus 60 Instructional Hours milestone will be paid when:

- An initial Career Plan has been completed, and
- The individual participates in education related to employment, an Adult Basic Education (ABE), Adult Secondary Education (ASE), English as a Second Language (ESL), High School Diploma (GED) Preparation, Job Readiness Training, or Job Skills Training/Vocational Education program for at least 60 hours. Work Experience (WEP) and subsidized/unsubsidized employment are also countable activities.

For Venture III contractors the 60-hour count must start on **October 1, 2012** or later, even if participants have been enrolled prior to that date.

Reminder: One week (seven calendar days) of active enrollment in an SED-approved Distance Learning Program counts as six instructional hours.

## **2. Educational Gain**

An Educational Gain milestone is achieved when an individual advances one English as a Second Language (ESL), Adult Basic Education (ABE) or Adult Secondary Education (ASE) National Reporting System (NRS) educational functioning level as evidenced by pre and post-testing.

Test results obtained prior to **August 1, 2012** may be used as the pre-test score if the participant had been attending classes and the agency follows the SED testing schedule, or if the scores are less than three months old.

If the results of pre and post-testing indicate an individual has achieved more than one educational level, the organization may claim one Educational Gain milestone for each level gained, up to a maximum of four levels. More than one educational gain may be claimed at one time if test levels demonstrate that the participant has increased more than one level. Separate gains may be claimed for reading and math, up to a total of four gains for one individual.

Required Testing Instruments

The following tests may be used to determine educational gain:

- Test of Adult Basic Education (TABE) Full Battery, Form 9/10
- BEST Plus /BEST Literacy
- Any other test approved by the New York State Education Department.

The NRS educational functioning levels and corresponding test scores are provided in Attachment B11.

For students pre-testing at NRS Level VI with the TABE, an educational gain to Level VII can only be achieved if a student receives the highest possible score on the post-test.

NRS Level VII can be achieved regardless of the pre-test level that results from the BEST Plus. For example, a student who pre-tests at NRS Level III with the BEST Plus and scores at least 541 in the post-test would be considered to have made 4 educational gains (III to IV, IV to V, V to VI, and VI to VII).

BEST Literacy may be used for students who achieve 541 score on the BEST Plus and the program feels they would be best served in ESL programming. The BEST Plus must be administered first and recorded in the student's record before the BEST Literacy may be administered. Students who test at NRS Level VI on the Best Literacy should be transferred to ABE and tested with the TABE. Since the use of the Best Literacy is an option, not a requirement, programs may continue to use the TABE for ESL students who score above a 540 on the Best Plus.

Providers should refer to the New York State Education Department for additional information regarding NRS guidelines and procedures for administering the TABE and Best Plus/Best Literacy testing instruments. Information on assessments in adult education can be found on their website. [www.acces.nysed.gov/aapp/assessment.html](http://www.acces.nysed.gov/aapp/assessment.html)

### **3. Credential**

The Credential milestone is achieved when the participant obtains either a High School Equivalency Diploma (GED), a Secondary School Diploma through an External Diploma Program, or a job skills certificate in a demand occupation approved by the LWIB and issued by an accredited state or federal agency. The date the Credential milestone is achieved is the date the test is taken and passed.

An Educational Gain milestone is not required before a Credential milestone may be claimed. If an individual obtains a Credential milestone and achieves an Educational Gain milestone at the same time, both milestones may be claimed as long as the individual has not exceeded the Educational Gain milestone limit and the Career Plan Plus 60 has been claimed. Up to two Credential milestones may be claimed, e.g., when a participant obtains his or her GED and completes a job skills training course in an in-demand occupation. It is also possible to claim two Credential milestones in a job skills training program, as long as the certificates are in the same occupational field.

#### **4. Job Entry Milestone**

A Job Entry milestone may be claimed when the participant has obtained unsubsidized employment. The amount earned varies depending on the amount of average weekly earnings.

- \$1,000 for jobs with average gross earnings of at least \$145 but not more than \$213 per week and has retained the job for at least 30 days.
- \$1,500 for jobs with average gross earnings of at least \$214 but not more than \$343 per week and has retained the job for at least 30 days.
- \$2,000 for jobs with average gross earnings above \$343 per week and has retained the job for at least 30 days.

The Job Entry milestone may only be claimed after the participant has completed a Career Plan and 60 hours of instruction.

If an individual is no longer participating in FSET Venture III activities at the time of job entry, this milestone may only be claimed within 90 days from the date the last milestone was achieved.

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

#### **5. 90-Day Job Retention Milestone**

The 90-Day Job Retention milestone may be claimed when the participant has maintained unsubsidized employment earning at least \$145 per week (average) and has retained the job for at least 90 calendar days.

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

#### **F. Documentation Requirements**

The following table provides the documentation requirements for each milestone.

## DOCUMENTATION REQUIREMENTS

Issue/Milestone	Documentation
<b>Career Plan Plus 60 Instructional Hours</b>	The Career Plan must be completed and maintained in the participant’s file. Attendance records (class sign-in sheets, instructor rosters, or computer-generated records) must be maintained in order to document 60 hours of participation.
<b>Educational Gain</b>	For ESL, the test answer sheets indicating the number correct on the pre-test and post-test and the corresponding NRS levels must be documented in the participant’s case record. For ABE and ASE, the test answer sheets indicating the number of correct responses, scale score or grade equivalent, and corresponding NRS level must be documented in the file.
<b>Credential</b>	<p>Maintain in the participant’s file:</p> <ul style="list-style-type: none"> <li>▪ A copy of the High School Equivalency Diploma (GED), Secondary School Diploma; or</li> <li>▪ A copy of the GED quarterly report; or</li> <li>▪ A copy of a GED status report can be obtained at <a href="https://eservices.nysed.gov/ged/">https://eservices.nysed.gov/ged/</a> for the purposes of a case audit.</li> <li>▪ A copy of the certificate of completion of a vocational or job skills training program awarded by the governing agency. Note: For trainings that also require licensure, if a certificate of completion has been claimed as a credential milestone, the attainment of the license does not constitute a second credential.</li> </ul>
<b>Job Entry</b>	Wage stubs verifying at least 30 days of employment, an Employment Verification Form, or an equivalent employer statement must be completed and maintained in the participant file.
<b>Job Retention</b>	Wage stubs verifying at least 90 days of employment, an Employment Verification Form, or an equivalent employer statement must be completed and maintained in the participant file.

## **G. Participant Reporting Requirements**

Selected organizations will be required to comply with participant reporting requirements outlined by OTDA and the LDSS. Information may include, but is not limited to, client demographics, attendance records, employment and wage verification.

## **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** (8 page maximum in single spaced 12-point 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 explained. Describe how Minority/Women Owned Business Enterprises will be used to deliver program services or for the purchase of supplies and/or equipment.

**2. Program Description** - Clearly describe the proposed project operation, and demonstrate an understanding of the program's purpose.

#### a. Recruitment and Targeting Strategies

- Describe your strategy for identifying and recruiting eligible individuals.
- What priority groups will be the focus of your program and what steps will be taken to successfully engage this group(s)?
- Using the elements listed in Section III E.1.a., how will the Career Plan be developed and used?

#### b. Educational Skills and Training Programs

- What specific educational programs will be provided?
- What levels of instruction will be offered?
- What specific types of jobs skills training will be offered?
- How many hours per week will instruction be offered, when will it be offered and what is the duration?
- How will attendance and progress be monitored?
- What specific credentials are expected to be offered?
- What government/state agency will issue certificate?

c. Work-Related Activities

- What work-related activities (community work experience programs or job readiness training, including subsidized employment) will be used?
- How will they be scheduled to complement the educational/training activities, if applicable?

d. Job Preparation, Placement and Retention

- What specific job preparation activities will be provided? How many hours per week? Expected duration?
- Who will be responsible for assisting participants gain employment?
- What specific strategies will be used to match participants with available jobs?
- Are there existing business commitments to hire Venture participants?
- Once employed, who will follow up with the employee and how? How frequently?

e. Coordination

- How was the local social services district involved in the development of your proposal?
- Is a plan in place to accept referrals for services from the district, if made? If referrals are made from the LDSS, how will program participation, progress and noncompliance information be shared with the district?
- Is a plan in place to help eligible food stamp recipients access child care and/or child care subsidies?
- What mechanism is in place to confirm that the program participant is an eligible food stamp recipient not in receipt of TANF?
- How will program goals be reached through integration with services available in the community, such as those offered through the NYS Literary Zones:

<http://www.nys-education-literacy-zones.org>

f. Support Services

- How will each individual be connected with the support services (child care, transportation) needed to participate?

g. Organizational Experience & Past Accomplishments

- What experience has your agency/organization had in operating an adult education/training program?
- What experience has your agency/organization had in providing job placement and retention services?
- How have you performed?
- Who can we contact to verify the results?

## B. Budget Proposal

Although selected contractors will earn their awards as participants reach specific performance milestones, a line item budget needs to be prepared in order to support the amount of funds being requested. In addition, you are asked to project how four years worth of funding (anticipated first year award amount multiplied by four) would be dispersed among the categories of expense (4 year projected budget). The four year projected budget will not be used in the budget scoring for the RFP.

### 1. 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, 2012. The budget also requests how 4 years worth of funding will be dispersed among the milestone and cost categories.

Costs must be directly related to the delivery of the program, services and activities that will take place. The budget must reflect the FSET funds requested and the required local non-federal funding.

OTDA is requiring that no more than 15% of the total line-item budget be expended on non-program related expenses. The following table may be used as a tool to assist in distinguishing program from administrative costs, and is intended to provide guidance in the preparation of the FSET III line-item budget:

Administrative Costs	Program Costs
<p>Costs for the general administration and coordination of this program, including contract costs for administrative functions. Examples of administrative costs include:</p> <ul style="list-style-type: none"> <li>• The salaries and benefits of staff performing administrative and coordination functions;</li> <li>• Costs associated with the preparation of program plans, budgets, and schedules;</li> <li>• Costs involved in the monitoring or tracking of programs and projects;</li> <li>• Procurement activities;</li> <li>• Services related to accounting, audits, management of property, payroll and personnel; Costs for the goods or services required for the delivery of the administrative functions listed above, such as the costs for supplies, equipment, travel, postage, utilities, rental and maintenance of office space.</li> </ul>	<p>Examples of program costs include:</p> <ul style="list-style-type: none"> <li>• Salary and benefit costs for staff providing program services and direct costs associated with providing direct services, such as costs for supplies, equipment, travel, postage, utilities, rental and maintenance of office space;</li> <li>• Work supports and case management, including the costs of contracts devoted entirely (including incidental administrative costs) to these activities.</li> </ul>

## **a. Direct Costs**

1. 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.
  
2. \* 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 A-624, the rate for salary fringe is capped at 43.27% for federal funds and 47.91% for non-federal funds. If budgeted fringe benefits represent an exception to standard policy, please explain the basis.  
  
\* The federal and non-federal fringe benefit limits are updated yearly, and contractors will be subject to rate limits that are in effect throughout the term of the contract.
  
3. 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 budget.
  
4. \* 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 \$.555 per mile). Only travel costs for personnel listed under Staff Salaries are acceptable. Consultant or subcontractor 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.  
  
\* Travel costs guidelines are updated yearly, and contractors will be subject to travel cost limits in effect throughout the term of the contract.
  
5. Equipment: Equipment required to meet 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 three verbal estimates and any purchases over \$5000 require 3 written estimates.

6. 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.
7. \* 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.  
  
\* Advertising is limited to the restrictions set forth in section IV.B.1.c. on page 23 of this procurement.
8. Participant Support Services Expenses: List any expenses for items that you are making available to program participants such as transportation allowance, clothing allowance, and the purchase of program supplies. Individuals requiring child care may be eligible for assistance through the LDSS.

#### **b. Indirect Costs**

An indirect rate of up to 15% 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 developed indirect cost rate, all indirect/overhead costs should be included in the appropriate direct cost categories.

\* 15% is the maximum indirect cost rate an agency can budget regardless of whether they have a federally approved rate that exceeds 15%.

### **c. Restrictions on the Use of Funds**

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

- Advertising costs, except for recruitment of personnel or procurement of scarce items, or those specifically required by the RFP;
- Capital expenditures for improvement or acquisition of facilities;
- Interest costs incurred by provider agencies;
- Costs of organized fundraising;
- Medical costs;
- Costs for attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the project.
- Costs for preparation of continuation agreements and other proposal development costs; and
- Monetary incentives for participants.

## **2. Payment Schedule**

The contractor will earn payment for program costs as participants reach milestones. The final page of Attachment B6 provides a payment schedule for applicants to complete to calculate the number of milestones they expect FSET Venture III participants to reach during the program period and the maximum number of payments that will be earned as a result. Please note that the Total Milestone Value amount must equal the Payment Total amount on Line I.

When projecting milestone levels, it is understood that every participant who achieves the Career Plan Plus 60 Instructional Hours FSET milestone may not achieve all of the other milestones.

Please refer to the milestone and reimbursement chart on page 13 of this document.

## **C. Required Documents**

- 1. FSET Venture III 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 Social Services Partnership Form** (Attachment B3) – This form must be signed by a representative from each LSSD in which program participants you plan to serve reside and acknowledges the DSS’ commitment to supporting the program.
3. **Technical Proposal Narrative Form** (Attachment B4) – This includes all of the items listed in Section IV A of the RFP.
4. **FSET 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% non-federal local funding requirement.
5. **FSET Line Item Budget and Reimbursement Schedule** (Attachment B6) – Providers indicate the program costs, number of individuals they anticipate serving by milestone and the total funds requested.
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. **Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Forms** (Attachments B8-1 through 6) – As part of your proposal, the following M/WBE and EEO forms must be included:
  1. M/WBE Subcontracting Utilization Plan
  2. M/WBE Letter of Intent to Participate
  3. EEO Staffing Plan
  4. M/WBE /EEO Policy Statement
  5. M/WBE Subcontractor Request for Waiver Form (if applicable)
  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 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 [www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html). 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, Travel Services, etc.

- 8. Local Workforce Investment Board (LWIB) Approval (Attachment B12)** – For applicants planning to provide Job Skills Training through FSET Venture III, this form signifies the Local Workforce Investment Board assurance that the training being offered is related to employment in demand within the local workforce investment area.

## **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.

Applicants should not assume that the reviewers are familiar with their agency or the programs they operate. Applicants should review the RFP for the description of the services being sought, and follow the proposal preparation guidelines in Section IV.

### **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**

#### **1. Technical Proposal (80 Points)**

OTDA will evaluate based on the degree to which the proposal addresses the questions posed in Section IV. A. Review categories are grouped below and the points assigned are reflective of the importance of each item as it relates to the total technical score.

- **Recruitment and Targeting Strategies** (20 points) – The proposal describes how the program will be outreached and how potential

participants will be recruited. Programs serving individuals with barriers to employment are preferred, including, but not limited to those providing services to food stamp recipients who are also public assistance (Safety Net) recipients, ex-offenders, individuals with limited English proficiency, individuals without a high school diploma, non-custodial parents, and eligible youth. Preference will also be provided to programs that provide training to support wage advancement by employed food stamp recipients who volunteer to participate in training and education services to support wage advancement. The proposal includes an outline of the process that has been developed with the area social services district for the identification and referral of food stamp work registrants who would benefit from the program services.

- **Case Management** (10 points) – The applicant demonstrates a case management approach to service delivery which strives to ensure that clients with complex needs receive timely and coordinated services to support program completion, educational advancement and/or job retention. Barriers and limitations of the participant are discussed, along with a strategy to address these issues. A detailed description of the case management portion of the program is presented. The description includes intake and assessment procedures, service plan development, and on-going monitoring of the participants' progress and needs. The key functions of the case manager are defined and include coordinating necessary services as defined by both the program participant and the case manager.
- **Project Strategy, Design and Instructional Methodology** (35 points) –  
The proposal:
  - Identifies the roles and responsibilities of the partner agencies and reflects the involvement of any M/WBE's in the project;
  - Includes LDSS Partnership Form from each LDSS in which program participants you plan to serve reside and acknowledges the DSS' commitment to supporting the program;
  - Describes how the Career Plan will be developed and used including how services will support employment goals;
  - Includes the specific instructional programs or job skills training that will be provided to help participants make educational advances and obtain job related skills;
  - Outlines the related work activities that may be used in conjunction with educational activities; the job placement, retention and improvement strategies that will be used to help participants enter and retain employment, receive raises and advance on the job;
  - Explains how each participant will be connected with the support services needed to participate; and,
  - How program goals will be reached by integrating services.

- **Organizational Experience and Past Accomplishments** (15 points) – The applicant provides evidence to demonstrate their capability and relevant experience in developing and operating employment and training programs and providing job placement/retention services for low-income individuals.

## 2. Budget Proposal (20 Points)

Proposals will be rated based on the total contract value divided by the proposed number of individuals, per Attachment B6, expected to reach the following milestones. The following formulas will be used to assign cost points in each budget scoring area:

- Educational Gain and/or Credential (EG+C) = 10 points  
(Low EG+C Bid ÷ EG+C Bid Being Evaluated) x 10 points = Points Earned
- Job Entry (JE) +Retention (JR) = 10 points  
(Low JE+JR Bid ÷ JE+JR Bid Being Evaluated) x 10 points = Points Earned

To illustrate how budget points would be earned, the following example is provided.

Proposal # 1 requests \$100,000 in FSET funding and expects that 100 will meet the EG+C milestone (average cost = \$1,000). Proposal # 2 asks for \$150,000 expects that 75 milestones (average cost = \$2,000) will be attained. Proposal # 3 asks for \$125,000 and expects 50 milestones (average cost = \$2,500) will be reached.

The scores assigned to the Ed Gain & Credential budget sections would be determined as follows:

<b>Ed Gain &amp; Credential Sample Calculations</b>			
<b>Proposal</b>	<b>Average Cost Per Educational Gain+ Credential</b>	<b>Formula</b>	<b>Score out of 10 Points</b>
#1	\$1,000	\$1,000/\$1,000 x 10	10
#2	\$2,000	\$1,000/\$2,000 x 10	5
#3	\$2,500	\$1,000/\$2,500 x 10	4

The remaining points are earned based on the average cost per JE+JR. Proposal # 1 requests \$100,000 and expects that a total of 20 individuals will meet the Job Entry/Job Retention goal (average cost = \$5,000). Proposal # 2 requests \$150,000 and expects that a total of 30 individuals will meet the Job Entry/Job Retention goal (average cost = \$5,000) and Proposal # 3 requests \$125,000 and expects that 20 individuals will meet the Job Entry/Job Retention goal (average cost = \$6,250).

JE+JR points would be earned as follows:

<b>Job Entry &amp; Retention Sample Calculations</b>			
<b>Proposal</b>	<b>Average Cost Per JE+JR</b>	<b>Formula</b>	<b>Score out of 10 Points</b>
#1	\$5,000	$\$5,000/\$5,000 \times 10$	10
#2	\$5,000	$\$5,000/\$5,000 \times 10$	10
#3	\$6,250	$\$5,000/\$6,250 \times 10$	8

The EG+C and JE+JR points would then be added to arrive at a total cost score, with proposal #1 receiving the highest score.

<b>Total Cost Score</b>		
<b>Proposal</b>	<b>Scores</b>	<b>Total Score</b>
#1	10 + 10	20
#2	5 + 10	15
#3	4 + 8	12

These scores and examples are used for illustrative purposes only. The actual scores will be derived from the submitted proposal budgets and scored, relative to one another, per the formulas provided.

#### **D. Method of Selection**

The method of selection will be based on a point system. Awards will be based on the highest total points.

#### **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**

### **A. Contracting Terms/State Payment**

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

#### **1. Cost of Proposal Preparation**

The 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.

## **2. 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.

## **3. Electronic Files or Data**

If electronic files are to be exchanged as a part of this proposal or as a product of the contract, they must conform to agency policy and guidelines.

## **4. Conflict of Interest**

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.

## **5. 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.

## **6. Equal Employment Opportunity**

By submission of its bid, the successful bidder warrants that it is an Equal Employment Opportunity Employer and that it does not discriminate in its employment and/or business practices on any of the bases provided in the New York State Human Rights law and/or any applicable Federal laws. See Attachment A6.

## **7. Prompt Payment Provisions**

The payment of interest on certain payments due and owed by the State may be made in accordance with the criteria established in Article XI-A of the State Finance Law.

## **8. Contract Award**

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

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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).

## **13. 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.

## **14. Contract Modification**

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

## **15. 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.

<b>ATTACHMENTS</b>			
Attachment	Document Title	Original Signature Required (x)	Required to be Submitted with Proposal (x)
A1	Appendix A: Standard Clauses for all NYS Contracts		
A2	Appendix A1: NYS OTDA Contract Clauses		
A3	Appendix C: Payment Schedule for Performance-Based Contracts		
A4	Appendix D: Contractor Information	Only if awarded contract	
A5	Appendix X: Contract Modification	Only if amending awarded contract	
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		
A7	State of New York Agreement		
B1	Notice of Intent to Bid	x (ok to fax)	Submit by date requested in RFP (Optional)
B2	FSET Venture III Proposal Cover Page	x	x
B3	LDSS Partnership Form	x	x
B4	Technical Proposal Program Narrative Form		x
B5	FSET Local Funding Agreement	x	x
B6	FSET Line-Item Budget and Reimbursement Schedule		x
B7	Contractor/Subcontractor Background Questionnaire	x	x
B8-1 to B8-6	M/WBE Subcontracting Utilization Form	x	x
	M/WBE Letter of Intent to Participate	x	x
	EEO Staffing Plan	x	x
	M/WBE / EEO Policy Statement	x	x
	M/WBE Subcontractor Request for Waiver	x	(if applicable)
B8-6	M/WBE Goal Requirements Certification of Good Faith Efforts	x	x
B9	LDSS Contact Information		
B10	New York State DOL Labor Market Analysts		
B11	NRS Levels and Corresponding Test Scores		
B12	Local Workforce Investment Board (LWIB) Approval	x	(if applicable)
B13	Empire State Development Regional Offices		

**Attachments A1 – A7  
FSET Venture III**

Attachment A1 – Appendix A: Standard Clauses for NYS Contracts

Attachment A2 – Appendix A1: NYS OTDA Contract Clauses

Attachment A3 – Appendix C: Payment Schedule for Performance-Based Contracts

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

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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**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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, 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 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. 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 Department of Economic Development's Division 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 -- 7<sup>th</sup> 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.
- i. Non-Discrimination, Equal Employment Opportunity (EEO) and Minority and Women-Owned Business Enterprise (M/WBE) All work conducted under this contract must be in compliance with the specifications set forth in the applicable Request for Proposal and OTDA's policies and procedures set forth in Appendix A, Standard Clauses for NYS Contracts, and as may be amended from time to time. By submission of its bid/proposal, the successful Contractor agrees that it will not discriminate against any employee or applicant for employment 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, and as more fully set forth in paragraph five of Appendix A. By submission of its bid/proposal, the successful Contractor further agrees that it will comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144), and as more fully set forth in paragraph twelve of Appendix A. The successful Contractor further agrees that it will comply with OTDA's Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required for this procurement.

#### **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 services 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 therefor. 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.
- a. 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.
- b. 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).

August 5, 2011

**APPENDIX C****Payment Schedule for Performance-Based Contracts**General Schedule and Payment

- a. In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Temporary and Disability Assistance (OTDA) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount set forth in the Payment Schedule contained in Appendix B, for the period of time and for the milestones indicated therein. Should funds become unavailable or the New York State Division of Budget fails to approve sufficient funds to complete this project according to the amount agreed upon in this AGREEMENT, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds shall have actually been allocated.
- b. To the extent permitted by Federal law and regulation, OTDA may, at its own discretion, make an advance payment to the Contractor, up to twenty-five percent (25%) of the contract amount for the initial contract period. Said advance may be eligible for payment only upon approval of the 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. Each advance shall be recovered by crediting a predetermined percentage of the advance against vouchers. If the amount of a voucher is not sufficient to cover the proportionate advance amount to be recovered, then subsequent vouchers will be reduced until the advance is fully recovered. 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 milestones achieved in behalf of fulfilling this AGREEMENT according to the Payment Schedule contained in this Appendix C and upon submission of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller 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 sixty (60) 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 45<sup>th</sup> day after the end of the vouchering period (monthly, quarterly or as defined in the payment schedule) if deemed acceptable by OTDA and the 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 ten percent of any payment otherwise due under this AGREEMENT as security for 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 attachments 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 under this AGREEMENT.

#### Payment Schedule Revisions

The Contractor may request to revise the Payment Schedule contained in this Appendix C in accordance with the policy outlined in the RFP. A request to revise the Payment Schedule must be submitted in writing to OTDA's designated Contract Manager for approval and be accompanied by justification therefore.

#### 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

Rev. 10/14/08

## **ADDENDUM TO APPENDIX C**

### **Payment Schedule for Performance-Based Contracts**

#### End of Contract Payment

The full contract term is written for fifty-one (51) months. During the final three (3) months of the full contract term indicated on the attached cover page, OTDA will reimburse the Contractor only for those 30 day and/or 90 day milestones achieved by participants that began working on or before **September 30, 2016**.

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

**APPENDIX D -  
CONTRACTOR INFORMATION**

<p>1. Incorporated Agency Name: _____</p>
<p>2. Street Address: _____ City, State, Zip Code: _____ County: _____</p> <p>3. Vouchering Mailing Address: _____ City, State, Zip Code: _____ County: _____</p>
<p>4. Agency Contact: _____ Title: _____ Phone #: _____ Fax #: _____ Email Address: _____ Mailing Address: _____</p> <p>Program Contact: _____ Title: _____ Phone #: _____ Fax #: _____ Email Address: _____ Mailing Address: _____</p>
<p>5. Federal Employer Identification #: _____ State Registered Charitable Organization #: _____ Municipality # (if applicable): _____</p> <p><b>Optional:</b> Community District(s): _____ Federal Congressional District(s): _____ State Senate District(s): _____ State Assembly District(s): _____</p>

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 the Food Stamp Employment and Training Program provisions of the Food Stamp Act of 1977 as amended by the Food and Nutrition Act of 2008.

Award Name: Food Stamp Employment and Training Program

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 _____ <b>Signature</b> _____ Restrictions _____
Name _____ (Printed) Title _____ <b>Signature</b> _____ Restrictions _____
Name _____ (Printed) Title _____ <b>Signature</b> _____ 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 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(CO \_\_\_\_\_); 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: Article 15-A of the Executive Law, 5 NYCRR parts 140-144, Appendix A: Standard Clauses for All New York State Contracts) and requirements of any federal law concerning opportunities for minority and women-owned business enterprises which effectuate the purposes of Article 15-A**

**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 or qualifications, or proposed contracts where a contract will be awarded pursuant to negotiation without solicitation of bids or a request for 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 Empire State Development (ESD) 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. An electronic link to the current list of certified minority- and women-owned business enterprises also is available on OTDA’s Internet site.
4. Further information regarding Article 15-A of the New York State Executive Law and the New York State Minority and Women’s Business Enterprise Program is available on the DMWBD 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 142 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. To the extent that MWBE opportunities are available, goals will be included on contracts for less than \$25,000.

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" toward meeting certified minority- and women- owned business enterprise utilization plans to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. For guidance on how OTDA will determine a Contractor's "good faith effort," refer to 5 NYCRR § 142.8.

**ESTABLISHED OTDA GOALS FOR CONTRACTS ARE AS FOLLOWS:**

MINORITY OWNED BUSINESS PARTICIPATION	10%
WOMEN OWNED BUSINESS PARTICIPATION	10%
EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION	10 to 20%

**ESTABLISHED GOALS FOR THIS PROCUREMENT/CONTRACT ARE AS FOLLOWS:**

<b>MINORITY OWNED BUSINESS PARTICIPATION</b>	<b>10%</b>
<b>WOMEN OWNED BUSINESS PARTICIPATION</b>	<b>10%</b>
<b>EQUAL EMPLOYMENT OPPORTUNITY PARTICIPATION</b>	<b>10 to 20%</b>

OTDA reserves the right to establish separate and different goals on any State Contract, as identified in the specified procurement. For guidance on what factors OTDA will consider in determining what goals are appropriate in relation to a specific State Contract, refer to 5 NYCRR § 142.2(a)(1) - (6).

**III. Work Force Diversity Practices, Bidding and Award Considerations**

1. OTDA shall determine whether it is practical, feasible and appropriate to include in the evaluation of bids or proposals the diversity practices, as defined in 5 NYCRR § 140.1(l), of all contractors making submissions in any State Contract that is: awarded on the basis of best value; or otherwise awarded as a response to a request for a proposal and/or a request for qualifications; and anticipated to result in an award of \$250,000 or greater ; and not a contract for commodities, or otherwise based on lowest price. For guidance on how OTDA will determine whether it is practical, feasible and appropriate to assess the diversity practices of all prime contractors making such submissions, refer to 5 NYCRR §142.3(b)(1) - (4).
2. Unless otherwise specified in a particular procurement, OTDA will assess the diversity practices of all prime contractors. The assessment will be used as one of the factors in determining the award of OTDA contracts. All prime contractors shall submit diversity practice information for assessment by OTDA, which will include information required in Attachment 1 to Appendix Z and any matrix (numerical guidelines) that may be provided by the Director of DMWBD pursuant to 5 NYCRR § 142.3(10).
3. Diversity practice information submitted for assessment by all prime contractors making submissions must be fully documented and subject to audit, if required by the director of DMWBD.

**IV. EEO Requirements**

As to the performance of the State Contract, contractors and subcontractors shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

**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, and except where OTDA determines that only the lowest responsible bidder(s) or finalists shall be required to submit an EEO policy statement and staffing plan or total work force data on the 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.<sup>1</sup>
  - (b) Except for construction contracts, an EEO Staffing Plan of anticipated workforce, 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), submit in lieu of a staffing plan, 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.

If, after scoring, a Contractor is selected for award, before that award is completed (e.g., during contract negotiations), OTDA's M/WBE Program Management Unit 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 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 employees or less), 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.

**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. The contractor shall include the provisions of subdivision IV. A. of this section in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with the State contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status, and, when requested, provide to the contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State contract.

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<sup>1</sup> In the event that a State Contract is entered into on an emergency basis or where an amendment or change order has been added to a State Contract providing for a total expenditure in excess of \$ 25,000, OTDA may require the contractor to submit an EEO policy statement and to comply with the post award requirements of Part 143, Work Force Diversity Requirements and Procedures Regarding Equal Employment Opportunities for Minority Group Members and Women on State Contracts, during the life of the contract.

3. After approval of the award of a State Contract, and during the performance of the State Contract, if a contractor or subcontractor does not have an existing affirmative action program, OTDA may provide to the contractor or subcontractor a model plan of an affirmative action program.
4. 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). OTDA will provide The work force employment utilization report form to the contractor at the time of the execution of the contract. The work force utilization report shall include the following information:
  - (a) the total number of employees performing work on the State Contract;
  - (b) for commodities, services/consulting, and professional construction consultant contracts (including not-for-profit contracts within those industries), the contractor's and all subcontractor's work force on the State Contract broken down by specified ethnic background, gender, and Federal occupational categories; and
  - (c) for construction contracts, the hours a contractor's and all subcontractor's employees worked on activities related to that contract, and a breakdown of those hours by ethnic background, gender and the construction related job titles that fall within relevant Federal occupational categories.
  - (d) For construction contracts, a contractor shall submit to OTDA a work force utilization report on a monthly basis throughout the life of the contract. For all other contracts where the work force to be utilized in the performance of the State Contract can be separated out from the contractor's and/or subcontractor's total work force, the contracting agency shall require a contractor to submit work force utilization reports on a quarterly basis throughout the life of the contract when the contractor's and/or subcontractor's work force on the State Contract changes.
  - (e) In the case where the Contractor's and/or subcontractor's work force does not change within the quarterly period, the Contractor shall so notify OTDA in writing.
  - (f) All forms and reports will be submitted to the OTDA program manager for this contract award and forwarded for review to: Ms. Wilma BrownPhillips, Assistant Commissioner, NYS OTDA, M/WBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8214; mail to: [Wilma.BrownPhillips@OTDA.NY.GOV](mailto:Wilma.BrownPhillips@OTDA.NY.GOV).
  - (g) 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.
  - (h) In addition to general compliance monitoring of State Contracts, including a contractor's compliance with the requirements of 5 NYCRR Part 143, OTDA shall conduct in-depth compliance reviews on selected State Contracts during the course of the year, in accord with 5 NYCRR § 143.3.4. If the contractor fails to provide the information requested by the State agency within 10 days of the request, such failure shall be deemed a material breach of contract and subject to an administrative hearing pursuant to 5 NYCRR § 143.6 or any other relief to which OTDA is entitled.
5. Work Force Diversity dispute resolution procedure.
  - (a) 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.

- (b) 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 the Director of 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.
- (c) 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 dispute resolution memorandum indicating that the matter has been resolved and stating the terms of the resolution.
- (d) If a resolution is not possible, DMWBD shall refer the matter, within thirty calendar days of the receipt of OTDA's complaint, to the division's hearing officer for a hearing.
- (e) Upon conclusion of the administrative hearing, the hearing officer shall submit to the director of DMWBD a decision regarding the noncompliance dispute and the imposition of sanctions, fines or penalties, as provided for in the relevant sections of the contract, if appropriate, or a dismissal of OTDA's complaint, if appropriate.
- (f) The DMWBD director, within 10 business days of receipt of the decision, shall mail a determination of such matter to OTDA and shall cause a copy of such determination, along with a copy of Article 15-A of the New York Executive Law, to be served upon the Contractor or subcontractor by personal service or by certified mail, return receipt requested.
- (g) The decision of the hearing officer shall be final and may only be vacated or modified as provided in Article 78 of the New York Civil Practice Law and Rules.

## **V. M/WBE Requirements**

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 ("ESD") directory of certified businesses<sup>2</sup>, which can be viewed at: [http://www.empire.state.ny.us/Small\\_and\\_Growing\\_Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp).

1. 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 § 142.8.
2. 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

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<sup>2</sup> 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.

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/deliverables/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 signed Certification of Good Faith Efforts (OTDA-4976) form, to achieve the overall prescribed M/WBE participation percentage (%) goals set forth in the procurement.
  - b. A M/WBE Subcontractor Utilization Plan (OTDA-4937) form, 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.
    - (i) In the case of a request for proposals, request for qualifications, or negotiated State Contract, OTDA may waive or modify this requirement by sending a written notice to the Director of DMWBD, with an explanation ten (10) days before solicitations are issued.
    - (ii) In the case of any bid submission, utilization plans shall be submitted after the opening of bids, but in any case no more than ten business days after the contractor receives notice from OTDA that the contractor has submitted a low bid, provided OTDA may adopt a longer time period for submission of utilization plans as to all or particular categories of its contracts upon filing of such period and any supporting justification with the Director of DMWBD/ESD, and subject to rejection or modification by the Director. Any such modification or rejection shall apply to contract solicitations on or after the date of the rejection or modification.
  - c. A M/WBE Subcontractor's and/or Suppliers' Letter of Intent to Participate (OTDA-4938) form, which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as subcontractors if the Contractor is awarded the State Contract.
3. When M/WBE goals higher than 0% (zero percent) are included in OTDA's procurement document, a Contractor's failure to submit a Certification of Good Faith Efforts, 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 (OTDA-4969) form, 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's M/WBE Program Management Unit will review the substance of the Subcontractor Utilization Plan submitted by the Contractor and within twenty (20) days from the receipt thereof by the OTDA MWBE Program Management Unit, and prior to the execution of the contract resulting from said procurement, issue a written notice of acceptance or deficiency. OTDA may accept a utilization plan if it complies with the requirements of 5 NYCRR § 142.6(c) and Attachment 2.
5. If a notice of deficiency is warranted, the notice shall include the information identified in 5 NYCRR § 142.6(d).
6. Unless otherwise specified in the information, instructions or requirements and any addenda provided to contractors for purposes of soliciting bids or proposals, 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. If the Contractor's remedy to a notice of deficiency is not timely provided or if it is found by OTDA to be inadequate, OTDA shall so notify the Contractor and request the Contractor to submit a waiver form within five business days. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid for non-responsiveness. Failure to comply with the requirement to provide a written remedy in response to a notice of deficiency may result in the disqualification of the Contractor, after the Contractor has been given notice and opportunity to be heard in accordance with 5 NYCRR § 142.9. The time requirement of this paragraph shall apply unless otherwise agreed to in writing by OTDA and the Contractor. If the Contractor changes its utilization plan after submission, it shall be required to notify OTDA in writing of such change and obtain approval from OTDA in accordance with this paragraph and 5 NYCRR §142.8 and the Contractor's documented good faith efforts.

7. Disqualification of a Contractor based on a deficient utilization plan or failure to provide a utilization plan.
  - (a) Where OTDA determines, after having given notice of deficiency pursuant to paragraph five and 5 NYCRR § 142.6(c), that a Contractor has failed to submit an acceptable utilization plan or satisfactorily document its good faith efforts, OTDA may proceed with the next ranked bidder: (i) 12 days after sending a written notice of deficiency, as specified in paragraph 5 and 5 NYCRR § 142.6 to the Contractor, and OTDA has not received a request for an administrative hearing from the Contractor; (ii) after the mailing of a notice of disqualification, specifying the grounds for such disqualification, based on OTDA's record of an administrative hearing; or (iii) after receiving a written notification of a resolution from the director, or a decision of DMWBD's hearing officer. OTDA shall serve a copy of its complaint upon the Contractor by personal service or certified mail, return receipt requested.
  - (b) A contractor who has received a written notice of disqualification may, within 5 days of receipt of such a notice, file a complaint with the director of DMWBD pursuant to Section 316 of the Executive Law. The contractor shall serve a copy of its complaint upon the director and OTDA by personal service or certified mail, return receipt requested.

Pursuant to Chapter 429 of the Laws of 2009, which amends § 313 of the Statute, and 5 NYCRR Part 142.5, OTDA is required to post information concerning contractor utilization plans, and any applicable waivers on the agency website.

## **B. After the Award of the State Contract**

1. In accordance with regulations under 5 NYCRR Part 142, after the awarding of the Contract, and during the performance of the State Contract, except where OTDA has granted the Contractor a total waiver<sup>3</sup>, 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.<sup>4</sup> 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

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<sup>3</sup> If OTDA has granted a partial waiver to the Successful Contractor, prior to award OTDA must have approved a Contractor's M/WBE Utilization Plan and a completed Contractor's M/WBE Subcontractor's Notice of Intent to Participate. Please note that after award the Contractor must still submit Contractor's M/WBE Compliance Reports.

<sup>4</sup> Contractors may be requested to provide additional Compliance Reports and information (i) to verify payments made to M/WBEs, (ii) to verify M/WBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

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. OTDA will not grant any automatic waivers of goal requirements on a State contract, but may grant a partial or total waiver of goal requirements established on a State Contract, only if the Contractor provides appropriate written justification, after execution and before the final payment. For guidance on what additional factors OTDA will consider in determining whether to grant a partial or total waiver, refer to 5 NYCRR §142.7(a)(1) - (7).<sup>5</sup>
5. If a Contractor seeks modification to its previously approved M/WBE Subcontractor Utilization Plan, the Contractor shall first notify OTDA in writing of such change and obtain approval from OTDA.
6. 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.
7. 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.
8. 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.
9. If OTDA is unsuccessful in its efforts, and, upon review, the OTDA Commissioner or his/her designee agrees that the Contractor has not acted in good faith, has failed, is failing, or is refusing to comply with goals for participation by certified minority- and/or women-owned business enterprises established in the State Contract, the Commissioner or his/her designee shall submit a written complaint within 20 days of OTDA's determination to the Director of DMWBD), pursuant to Executive Law, section 316, by personal service or certified mail, return receipt requested, accompanied by the reasons for OTDA's determination for which the complaint is filed, together with a demand for relief, such as disbarment, damages or fines pursuant to the terms.
10. Subsequent to the award of a State Contract to a Contractor who becomes deficient with regard to its utilization plan, the Contractor may file a complaint with the director pursuant to Executive Law, section 316, by personal service or certified mail, return receipt requested, provided that the complaint

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<sup>5</sup> Requests for a partial or total waiver made subsequent to award of a State Contract may be made at any time during the term of the State Contract but prior to the submission of a request for final payment on that State Contract.

is filed within 20 days following (i) the Contractor's receipt of a written determination by OTDA that the Contractor is not entitled to a partial or full waiver of the goals established in the State Contract for participation by certified minority- and women-owned business enterprises; or (ii) the Contractor's receipt of a written determination by OTDA that the Contractor has not acted in good faith, has failed, is failing, or is refusing to comply with goals; or (iii) 20 days have passed from the date of OTDA's receiving a written request from the Contractor, sent by certified mail, return receipt requested, for a partial or total waiver of goal requirements for participation by certified minority- and women-owned business enterprises, and no written determination has been issued by OTDA. The complaint should state the reasons for the complaint, together with a demand for relief.

A copy of any complaints filed with the director by the Contractor or OTDA shall either be personally served or mailed certified mail, return receipt requested, by the party making the complaint to the party against whom the complaint is being filed.

11. Upon receipt by the DMWBD director of a complaint, the party against whom the complaint has been filed shall be provided with an opportunity to respond to the complaint. If within 30 days of receipt of the complaint, the director is unable to resolve the complaint to the satisfaction of OTDA and the Contractor, the complaint shall be referred to the DMWBD's hearing officer for a hearing. The hearing shall be held in accordance with the procedures outlined in section 145.1 of DMWBD's regulations.
12. Upon conclusion of the administrative hearing, the hearing officer shall submit to the director his or her decision regarding the alleged violation of the contract or the refusal of OTDA to grant a waiver request by the Contractor. The decision of the hearing officer with respect to an alleged violation of the State Contract or the refusal of OTDA to grant a waiver shall be final.
13. Upon conclusion of the administrative hearing and the rendering of a decision, the hearing officer shall also recommend to the director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties.
14. The director, within 10 days of receipt of the decision, shall file a determination of such matter and shall cause a copy of such determination to be served upon the Contractor by personal service or by certified mail, return receipt requested. The decision of the director shall be final and may only be vacated or modified as provided in article seventy eight of the civil practice law and rules upon an application made within the time provided by such article. The penalties imposed for any violation which is premised upon either a fraudulent or intentional misrepresentation by the contractor or the contractor's willful and intentional disregard of the minority and women-owned participation requirement included in the contract may include a determination that the Contractor shall be ineligible to submit a bid to any contracting State agency or be awarded any State contract for a period not to exceed one year following the final determination; provided however, if a Contractor has previously been determined to be ineligible to submit a bid pursuant to this section, the penalties imposed for any subsequent violation, if such violation occurs within five years of the first violation, may include a determination that the contractor shall be ineligible to submit a bid to any contracting State agency or be awarded any State contract for a period not to exceed five years following the final determination. DMWBD shall maintain a website listing all contractors that have been deemed ineligible to submit a bid pursuant to this section and the date after which each contractor shall once again become eligible to submit bids.
15. Nothing herein shall diminish or supersede OTDA's authority and responsibility to enforce the requirements of its contracts.
16. 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 (§ 316) regarding possible fines, sanctions and penalties for violations of the Statute.
17. M/WBE Performance Standards - Violations
  - (a) The parties herein agree that, any failure by the Contractor to comply with the established M/WBE goals of the Agreement may constitute a material breach of the Agreement. Without prejudicing

any of its other rights or remedies for such breach under the terms of the Agreement, if it is determined by the OTDA that the Contractor has willfully and intentionally failed to comply with the M/WBE participation requirements set forth in the Agreement, and in Appendix A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS, then the Contractor shall be liable for liquidated damages, as specified herein, for each finding of such willful and intentional failure.

- (b) The parties herein agree that, inasmuch as the damages caused by any material breach of the Agreement for the willful and intentional failure to comply with the M/WBE participation requirements set forth in the Agreement will be difficult to precisely calculate, that instead liquidated damages will be imposed in an amount equaling the difference between (1) the dollar value of the component services/deliverables/materials to be provided/supplied by M/WBEs set forth in the approved M/WBE Subcontractor Utilization Plan had the Contractor achieved the goal for M/WBE participation set forth in this Agreement, and (2) such sums actually paid to M/WBEs under this Agreement.
- (c) Determinations of compliance or non-compliance with the Agreement's M/WBE participation requirements shall be based upon the Contractor's approved Utilization Plan, M/WBE Sub-Contractor Quarterly Compliance Report, and any relevant documentation related thereto. The determination of what constitutes the willful and intentional failure to comply with the M/WBE participation requirements will be based upon the evaluation of the same criteria considered in evaluating an M/WBE subcontractor waiver request.
- (d) Upon a determination that a willful and intentional failure to comply with the M/WBE participation requirements has occurred, the OTDA shall withhold the amount established in subparagraph (b) from any future payments otherwise required by this Agreement. All funds being withheld pursuant to this provision shall be offset as liquidated damages upon the expiration or termination of the contract, unless the Contractor comes into compliance with the M/WBE requirements at any time during the term of the State contract but prior to the submission of a request for final payment on the contract. All payments withheld pursuant to this provision shall be released upon OTDA's determination that the Contractor has come into compliance.

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% 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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.

## **Attachments B1 - B13**

### **FSET Venture III**

1. Notice of Intent to Bid (B1)
2. FSET Venture III Proposal Cover Page (B2)
3. Local Social Services Partnership Form (B3)
4. Technical Proposal Program Narrative Form (B4)
5. FSET Local Funding Agreement (B5)
6. Contract Supporting 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)
9. LDSS Contact Information (B9)
10. New York State DOL Labor Market Analysts (B10)
11. NRS Levels and Corresponding Test Scores (B11)
12. Local Workforce Investment Board (LWIB) Approval (B12)
13. Empire State Development Regional Offices (B13)

## NOTICE OF INTENT TO BID

This form confirms our intent to respond to the FSET Venture III 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 **April 18, 2012** by faxing or mailing this form to:

New York State Office of Temporary and Disability Assistance  
Center for Employment and Economic Supports  
Attn: Luke Posniewski  
40 North Pearl Street- 9C  
Albany, New York 12243  
Fax: (518) 473-7993

<b>FSET Venture III Proposal Cover Page</b>	
<b>Federal Reimbursement Requested (1<sup>st</sup> yr. only): \$</b>	<b>Project Title:</b>
<b>Lead Organization Name &amp; Address:</b>	<b>County(ies) to be Served:</b>  ▪ ▪ ▪ ▪
<b>Website Address:</b>	
<b>Contact Person:</b>	<b>Federal Payee ID #:</b>
<b>Telephone Number:</b>	<b>Municipality # (if applicable):</b>
<b>Fax Number:</b>	
<b>E-Mail Address:</b>	<b>Charities Registration #:</b>

### PROPOSAL CHECKLIST

Attachment	Document Title	Check (✓) to indicate that the item is included in the proposal
B2	FSET Venture III Proposal Cover Page/Proposal Checklist	
B3	LDSS Partnership Form	
B4	Technical Proposal Program Narrative Form	
B5	FSET Local Funding Agreement	
B6	Contract Supporting Line-Item Budget	
B7	Contractor/Subcontractor Background Questionnaire	
B8	B8-1 M/WBE Subcontracting Utilization Form	
	B8-2 M/WBE 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 (If Applicable)	
	B8-6 M/WBE Goal Requirements Certification of Good Faith Efforts	
B12	Local Workforce Investment Board Approval Form	

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 (LDSS) has reviewed the proposal and has no outstanding concerns regarding the provision of services in this county. The district may identify and refer appropriate Food Stamp applicants and recipients during the program period. The LDSS has also identified a LDSS contact(s) to permit the program provider to report program noncompliance and/or program participation information as determined necessary by the district.

Comments:

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**LDSS Representative**

Name: (print) \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Date: \_\_\_\_\_

**TECHNICAL PROPOSAL  
PROGRAM NARRATIVE**

**(8 page maximum in single spaced 12-point font)**

## FSET Local Funding Agreement

Reimbursement through the FSET Venture III program is contingent upon the applicant organization(s) ability to produce a specific amount of eligible non-federal local funding to support the program. OTDA will reimburse each FSET Venture III lead organization 50% of the earned FSET milestone value, up to the maximum amount listed on the approved Reimbursement Schedule.

The required local funding will be derived as follows:

Name of Eligible Funds	Funding Source (Name of Foundation, Origin of funds)	Type of Funding & Description of Funding (Cash or In-Kind) (Brief)	Amount
<b>Total</b>			

I understand that FSET reimbursement from OTDA is contingent on our ability to obtain sufficient eligible non-federal local funds to support 50% of earned FSET milestone values. I attest that to my knowledge, the funds listed above are not being used as a match for federal funding purposes. I agree to retain and make available to representatives of OTDA and/or USDA evidence that the total value of the milestones has been expended in support of the FSET Venture III program.

\_\_\_\_\_  
(Signature of Lead Organization)

\_\_\_\_\_  
(Title)

## **Contract Supporting 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: FSET Venture III 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. The Budget Narrative boxes will not work either in this scenario. You will need to type budget narratives on a separate word file and submit with your budget in this case.**

**If you cannot access or use the Excel version of the budget  
Please email us and we can send you a hard copy version to fill out.**

**Any questions, or if you are having trouble with the budget please call  
(518) 473-2521**

**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:** (    ) \_\_\_\_\_

<u><b>Background Questionnaire</b></u>	
<b>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.</b>	
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% 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% owned and controlled by women.)	_____ NO    _____ YES
4. How many people are employed by the bidder?	_____ Employees
5. 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 undischarged or unsatisfied for more than 90 days, on any contracts within the past five years.	_____ NO    _____ YES

<p>8. Within the past five years has the bidder, any affiliate, any predecessor company or entity, any owner of 5.0% or more of the bidder's equity, or any director, officer, partner, or employee, or other agent of the bidder who either routinely or frequently acts for the bidder, or has acted for the bidder at any time in conjunction with the pending contract, or any similar contract with New York State, been the subject of:</p>	<p><b>Check any that apply. If "yes", describe using additional pages if necessary.</b></p>
<p>a) A judgment of conviction for any business-related conducts constituting a crime under state or federal law?</p>	<p>_____ NO _____ YES</p>
<p>b) A currently pending indictment for any business-related conducts constituting a crime under state or federal law?</p>	<p>_____ NO _____ YES</p>
<p>c) A grant of immunity for any business-related conducts constituting a crime under a state or federal law?</p>	<p>_____ NO _____ YES</p>
<p>d) A federal suspension or debarment, New York rejection of any bid or disapproval of any proposed subcontract for lack of responsibility, denial or revocation of pre-qualification in any state, or a voluntary exclusion agreement?</p>	<p>_____ NO _____ YES</p>
<p>e) A civil or criminal investigation of the New York State Ethics Commission involving a violation(s) of Section 73 and/or Section 74 of the Public Officer's Law?</p>	<p>_____ NO _____ YES</p>
<p>f) Any bankruptcy proceeding?</p>	<p>_____ NO _____ YES</p>
<p>g) Any suspension or revocation of any business or professional license?</p>	<p>_____ NO _____ YES</p>
<p>h) Anyone whose license to provide health care services under investigation, citation, suspension (including suspension stayed on compliance with compulsory terms) and/or conviction by any State licensing authority for reasons bearing on professional competence, professional conduct, or financial integrity?</p>	<p>_____ NO _____ YES</p>
<p>i) Any failure to notify the OTDA of any investigation, citation, suspension (including suspension stayed on compliance with compulsory terms) and/or conviction by a State agency of a matter within its jurisdiction?</p>	<p>_____ NO _____ YES</p>
<p>j) Any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations for violations of:</p> <ul style="list-style-type: none"> <li>* federal, state or local health laws, rules or regulations;</li> <li>* unemployment insurance or workers compensation coverage or claim requirements;</li> <li>* ERISA (Employee Retirement Income Security Act);</li> <li>* federal, state or local human rights laws; or,</li> <li>* federal, state security laws?</li> </ul>	<p>_____ NO _____ YES</p>
<p>k) A grant of immunity for any business-related conducts constituting a crime under a state or federal law?</p>	<p>_____ NO _____ YES</p>
<p>l) Any federal determination of a violation of any labor law or regulation, or any OSHA serious violation? Was violation willful?</p>	<p>_____ NO _____ YES</p>
<p>m) Any state determination of a violation of any labor law or regulation?</p>	<p>_____ NO _____ YES</p>
<p>n) Any state determination of a Public work violation? Was violation deemed willful?</p>	<p>_____ NO _____ YES</p>
<p>o) A revocation of MBE or WBE certification?</p>	<p>_____ NO _____ YES</p>
<p>p) A rejection of a low bid on a state contract for failure to meet statutory affirmative action or MWBE requirements?</p>	<p>_____ NO _____ YES</p>
<p>q) A consent order with the NYS Department of Environmental Conservation, or a federal or state enforcement determination involving a construction-related violation of federal or state environmental laws?</p>	<p>_____ NO _____ YES</p>
<p></p>	<p>_____ NO _____ YES</p>

9. Does your company retain partnership or reciprocal agreements with hardware and/or software companies, or with associated manufacturers in this industry?	_____ NO _____ YES
10. Does the bidder hold any current contracts with the State of New York, its departments or political subdivisions, valued in excess of \$100,000?	_____ NO _____ YES (If yes, provide details.)
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    %    WBE    %

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><b>PREPARED and APPROVED BY:</b></p> <p><b>NAME AND TITLE OF PREPARER (Print or Type):</b></p> <p><b>Signature:</b> _____ Authorized Signature</p> <p><b>DATE:</b></p> <p><b>TELEPHONE NO:</b></p> <p><b>EMAIL ADDRESS:</b></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>	<b>FOR AGENCY USE ONLY</b>	
	<b>REVIEWED BY:</b>	<b>DATE:</b>
	<p><b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p><b>Contract No:</b></p> <p><b>Contract Award Date:</b></p> <p><b>Estimated Date of Completion:</b></p> <p><b>Amount Obligated Under the Contract:</b></p> <p><b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p><b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)  
MWBE 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 MWBE: \_\_\_\_\_

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.ny.gov](mailto:Wilma.BrownPhillips@otda.ny.gov)

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

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

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) (F)						
Officials/Administrators																		
Professionals																		
Technicians																		
Service Maintenance Workers																		
Office/Clerical																		
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals																		

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

**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, MWBE Director  
M/WBE Program Management Unit  
Harlem Center  
317 Lenox Avenue  
New York, NY 10027

**MWBE SUBCONTRACTOR REQUEST FOR WAIVER FORM**

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>	
<b>Offeror/Contractor Name:</b>	<b>Federal Identification No.:</b>
<b>Address:</b>	<b>Solicitation/Contract No.:</b>
<b>City, State, Zip Code:</b>	<b>M/WBE Goals: MBE      %      WBE      %</b>
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.	
<b>Contractor is requesting a:</b>  1. <input type="checkbox"/> <b>MBE Waiver – A waiver of the MBE Goal for this procurement is requested.</b> <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> 2. <input type="checkbox"/> <b>WBE Waiver – A waiver of the WBE Goal for this procurement is requested.</b> <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> 3. <input type="checkbox"/> <b>Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)</b> <b>Date of such filing with Empire State Development:</b> _____	
<b>PREPARED BY (Signature):</b>	<b>Date:</b>
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	
<b>Name and Title of Preparer (Printed or Typed):</b>	<b>Telephone Number:</b>
	<b>Email Address:</b>
<b>Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:</b>  NYS OTDA ATTN: Ms. Wilma BrownPhillips, MWBE Director M/WBE Program Management Unit Harlem Center 317 Lenox Avenue New York, New York 10027  Email to: <a href="mailto:Wilma.BrownPhillips@otda.ny.gov">Wilma.BrownPhillips@otda.ny.gov</a>	***** <b>FOR AGENCY USE ONLY</b> *****
	<b>REVIEWED BY:</b>
	<b>DATE:</b>
	<b>Waiver Granted:</b> <input type="checkbox"/> <b>YES</b> <b>MBE:</b> <input type="checkbox"/> <b>WBE:</b> <input type="checkbox"/> <input type="checkbox"/> <b>Total Waiver</b> <input type="checkbox"/> <b>Partial Waiver</b> <input type="checkbox"/> <b>ESD Certification Waiver</b> <input type="checkbox"/> <b>*Conditional</b> <input type="checkbox"/> <b>Notice of Deficiency Issued</b> _____ <b>*Comments:</b>

## 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;



### Local Social Services District Contact Information

<p><b>Albany County DSS</b> 162 Washington Avenue Albany, New York 12210</p> <p>Kathleen Dalton, Ph.D., Commissioner (518) 447-7333 Alice Geel, Director of Employment Division (518) 447-7685</p>	<p><b>Allegany County DSS</b> 7 Court Street Belmont, New York 14813</p> <p>Vicki Grant, Commissioner (585) 268-9622 Jeanette Kaiser, Employment Coordinator (585) 268-9305</p>
<p><b>Broome County DSS</b> 36-42 Main Street Binghamton, New York 13905</p> <p>Arthur Johnson, Commissioner (607) 778-2600 Marge Hergel, Employment Coordinator (607) 778-2542</p>	<p><b>Cattaraugus County DSS</b> One Leo Moss Drive, Suite 6010 Olean, New York 14760</p> <p>Wendy H. Bourgeois, Commissioner (716) 373-8070 Michele Hoffman, Employment Coordinator (716) 701-3585</p>
<p><b>Cayuga County Department of Health and Human Services</b> 160 Genesee Street Auburn, New York 13021</p> <p>Elane M. Daly, Commissioner (315) 253-1451 Janet Wilbur, Employment Coordinator (315) 253-1231</p>	<p><b>Chautauqua County DSS</b> H.R. Clothier Building, 7 North Erie Street Mayville, New York 14757</p> <p>Christine Schuyler, Commissioner (716) 753-4590 Sandra Waid, Employment Coordinator (716) 661-8304</p>
<p><b>Chemung County DSS</b> Human Resource Center P.O. Box 588, 425 Pennsylvania Avenue Elmira, New York 14902</p> <p>Deretha Watterson, Commissioner (607) 737-5309 Veronica Hart, Employment Coordinator (607) 737-5404</p>	<p><b>Chenango County DSS</b> P.O. Box 590, 5 Court Street Norwich, New York 13815</p> <p>Bette Osborne, Commissioner (607) 337-10552 Teresa Foster-Jones, Employment Coordinator (607) 337-1589</p>
<p><b>Clinton County DSS</b> 13 Durkee Street Plattsburgh, New York 12901</p> <p>Jay LePage, Commissioner (518) 565-3221 Starr Burke, Employment Coordinator (518) 565-3299</p>	<p><b>Columbia County DSS</b> P.O. Box 458, 25 Railroad Avenue Hudson, New York 12534</p> <p>Paul Mossman, Commissioner (518) 828-9411 Ext. 103 Lucinda Mackay, Employment Coordinator (518) 828-9411, Ext. 128</p>
<p><b>Cortland County Human and Health Services</b> 60 Central Avenue Cortland, New York 13045-5590</p> <p>Kristen Monroe, Commissioner (607) 753-5303 Mary Tryon, Employment Coordinator (607) 753-5302</p>	<p><b>Delaware County DSS</b> 111 Main Street Delhi, New York 13753-0469</p> <p>William R. Moon, Commissioner (607) 746-2325 Suzanne Marsico, Employment Coordinator (607) 746-2325, Ext. 139</p>

<p><b>Dutchess County DSS</b> 60 Market Street Poughkeepsie, New York 12601</p> <p>Robert B. Allers, Commissioner (845) 486-3001 Jacky Cooper, Employment Coordinator (845) 486-3184</p>	<p><b>Erie County DSS</b> 95 Franklin Street Buffalo, New York 14202</p> <p>Carol Dankert, Commissioner (716) 858-7511 Sandra Neubert, Employment Manager (716) 858-1382</p>
<p><b>Essex County DSS</b> P.O. Box 217, 7551 Court Street Elizabethtown, New York 12932</p> <p>John P. O'Neill, Commissioner (518) 873-3302 Lisa Trapasso, Employment Coordinator (518) 873-3458</p>	<p><b>Franklin County DSS</b> 355 West Main Street, Suite 331 Malone, New York 12953</p> <p>Lesley Lyon, Commissioner (518) 481-1873 Debra Lewis, Employment Coordinator (518) 481-1774 Tina Taylor, E&amp;T Coordinator (518)481-5755</p>
<p><b>Fulton County DSS</b> P.O. Box 549, Daisy Lane Johnstown, New York 12095</p> <p>Sheryda Cooper, Commissioner (518) 736-5640 John Rogers, Director of Financial Assistance (518)736-5600 Shannon Smith, Employment Coordinator (518) 736-5633</p>	<p><b>Genesee County DSS</b> 5130 East Main Street, Suite 3 Batavia, New York 14020</p> <p>Eileen Kirkpatrick, Commissioner (585) 344-2580, Ext. 6405 Cathie Mase, Employment Coordinator (585) 344-2580, Ext. 6424</p>
<p><b>Greene County DSS</b> P.O. Box 528, 411 Main Street Catskill, New York 12414</p> <p>Kira Pospesel, Commissioner (518) 719-3646 Frances DelGaudio, Director of Eligibility (518) 719-3700 Mindy Growney, Employment Coordinator (518) 719-3710</p>	<p><b>Hamilton County DSS</b> P.O. Box 725, White Birch Lane Indian Lake, New York 12842-0725</p> <p>Clara Quintal, Commissioner (518) 648-6131 Barrie Byrne, Employment Coordinator (518) 648-6131</p>
<p><b>Herkimer County DSS</b> 301 N. Washington Street, Suite 2110 Herkimer, New York 13350</p> <p>Timothy Seymour, Commissioner (315) 867-1222 Joseph Bellino, Employment Coordinator (315) 867-1223</p>	<p><b>Jefferson County DSS</b> 250 Arsenal Street Watertown, New York 13601</p> <p>Laura Cerow, Commissioner (315) 785-3101 Jim Schell, Director of TA (315)785-3133 Kim Leonard, Employment Coordinator 315-782-9030 Michelle Bruce, E&amp;T Coordinator (315)785-9030</p>
<p><b>Lewis County DSS</b> P.O. Box 193, 5274 Outer Stowe Street Lowville, New York 13367</p> <p>Stacy Alvord, Commissioner (315) 376-5402 Pennie Getman, Employment Coordinator (315) 376-5809</p>	<p><b>Livingston County DSS</b> 3 Murray Hill Drive Mount Morris, New York 14510-1699</p> <p>Diane Deane, Commissioner (585) 243-7300 David Peck, Employment Coordinator (585) 243-7300</p>

<p><b>Madison County DSS</b>  Madison County Complex, Bldg. 1  P.O. Box 637, North Court Street  Wampsville, New York 13163</p> <p>Michael Fitzgerald, Commissioner  (315) 366-2248  Inez DeGroat, Director of Child Support/Financial Aid  (315) 366-2622</p>	<p><b>Monroe County Dept. of Human Services</b>  111 Westfall Road  Rochester, New York 14620</p> <p>Kelly A. Reed, Commissioner  (585) 753-6298  Elaine Cohen, Employment Coordinator  (585) 753-6322</p>
<p><b>Montgomery County DSS</b>  County Office Building, P.O. Box 745  Fonda, New York 12068-0745</p> <p>Michael McMahon, Commissioner  (518) 853-8291  Johanna DelCostello, Director of Eligibility  (518) 853-8310</p>	<p><b>Nassau County DSS</b>  60 Charles Lindbergh Blvd., Suite 160  Uniondale, NY 11553-3686</p> <p>John Imhof, Commissioner  (516) 227-7403  Sunita Manjrekar, Director of Employment Programs  (516) 227-7970</p>
<p><b>New York City</b>  Human Resources Administration  180 Water Street  New York, New York 10038</p> <p>Robert Doar, Commissioner  (212) 331-6000  Matt Brune, Executive Deputy Commissioner  212-331-6180  Katy Gaul, Deputy Commissioner  (212) 331-5652</p>	<p><b>Niagara County DSS</b>  P.O. Box 506, 20 East Avenue  Lockport, New York 14095</p> <p>Anthony Restaino, Commissioner  (716) 439-7604  Pamela Gatto, Director of Eligibility  (716) 278-6801  Philip Alterio, Employment Coordinator  (716) 278-8770</p>
<p><b>Oneida County DSS</b>  800 Park Avenue  Utica, New York 13501</p> <p>Lucille Soldato, Commissioner  (315) 798-5733  Vacant - Employment Coordinator  Send Employment Correspondence To:  Phil Martini  (315) 798-5839</p>	<p><b>Onondaga County DSS</b>  Civic Center, 421 Montgomery Street  Syracuse, New York 13202</p> <p>David Sutkowy, Commissioner  (315) 435-2985  Janice Mayne, Employment Coordinator  (315) 442-3242</p>
<p><b>Ontario County DSS</b>  3010 County Complex Drive  Canandaigua, New York 14424-1296</p> <p>Eileen M. Tiberio, Commissioner  (585) 396-4014  Brian Young, Director of Workforce Development  (585) 396-4024</p>	<p><b>Orange County DSS</b>  Box Z, 11 Quarry Road  Goshen, New York 10924</p> <p>David Jolly, Commissioner  (845) 291-4311  Lydia Mowry, Director of Program Integrity  (845)291-4417  Kristina Patsalos, Employment Coordinator  (845) 568-5083</p>
<p><b>Orleans County DSS</b>  14016 Route 31 West  Albion, New York 14411</p> <p>Thomas Kuryla, Commissioner  (585) 589-7000, Ext. 3228  Gloria Nauden, Employment Coordinator  (585) 589-5335, Ext. 114</p>	<p><b>Oswego County DSS</b>  P.O. Box 1320, 100 Spring Street  Mexico, New York 13114</p> <p>Gregg Heffner, Commissioner  (315) 963-5399  Christine Weaver, Employment Coordinator  (315) 591-9003</p>

<p><b>Otsego County DSS</b> 197 Main Street Cooperstown, New York 13326</p> <p>Joyce Boyd, Commissioner (607) 547-7594 Deborah Currie, Employment Coordinator (607) 547-1748 Elizabeth MacNaught, Director of Income Maint. (607) 547-1748</p>	<p><b>Putnam County DSS</b> 110 Old Route Six Center Carmel, New York 10512</p> <p>Michael J. Piazza, Jr., Commissioner (845) 808-1651 Marie Daly, Employment Coordinator (845)808-1651</p>
<p><b>Rensselaer County DSS</b> 127 Bloomingrove Drive Troy, New York 12180</p> <p>Randy Hall, Commissioner (518) 833-6005 Carol Croak, Employment Coordinator (518) 270-3975</p>	<p><b>Rockland County DSS</b> Building L, Sanatorium Road Pomona, New York 10970</p> <p>Susan Sherwood, Commissioner (845) 364-3300 Howard Hutson, Employment Coordinator (845) 364-3131</p>
<p><b>St. Lawrence County DSS</b> 6 Judson Street Canton, New York 13617</p> <p>Christopher Rediehs, Commissioner (315) 379-2101 Jim Connor, Employment Coordinator (315)229-3321 John Manson, Employment Counselor Supervisor (315) 229-3318 Jean Hance, One Stop and WIA Manager</p>	<p><b>Saratoga County DSS</b> 152 West High Street Ballston Spa, New York 12020</p> <p>Robert S. Christopher, Commissioner (518) 884-4140 Pat Design, Employment Coordinator (518) 884-4140</p>
<p><b>Schenectady County DSS</b> 797 Broadway Schenectady, New York 12308</p> <p>Dennis Packard, Commissioner (518) 388-4400 Ed Biittig, Employment Coordinator (518) 344-2798</p>	<p><b>Schoharie County DSS</b> P.O. Box 687 Schoharie, New York 12157</p> <p>Paul J. Brady, Commissioner (518) 295-8310 Kathy Buschynski, Head Social Welfare Examiner (518)295-8334 Barbara Schaffer, Employment Coordinator (518) 295-8334</p>
<p><b>Schuyler County DSS</b> Human Services Complex 323 Owego Street, Unit 3 Montour Falls, NY 14865</p> <p>William J. Weiss, Commissioner (607) 535-8303 Susan Brill, Employment Coordinator (607) 535-8322</p>	<p><b>Seneca County DSS</b> P.O. Box 690, 1 DiPronio Drive Waterloo, New York 13165-0690</p> <p>Charles L. Schillaci, Commissioner (315) 539-1832 Margaret Birmingham, Deputy Commissioner (315) 537-1707</p>

<p><b>Steuben County DSS</b> 3 East Pulteney Square Bath, New York 14810</p> <p>Kathryn A. Muller, Commissioner (607) 664-2444 Jan Kenyon, Employment Coordinator (607) 664-2100 Lisa Baker, TA Director (607) 664-2100</p>	<p><b>Suffolk County DSS</b> 3085 Veterans Memorial Highway Ronkonkoma, New York 11779</p> <p>Gregory Blass, Commissioner (631) 854-9930 Tom Contegni, Chief Management Analyst (631) 854-9906 Jean Carlsson, Employment Coordinator (631) 854-3504</p>
<p><b>Sullivan County Department of Health and Family Services</b> Box 231, 16 Community Lane Liberty, New York 12754</p> <p>Christopher Cunningham, Commissioner (845) 292-0100, Ext. 2201 Kevin Bennett, Head Examiner (845)513-2288 Kim Martin, Senior Examiner/Employment Coordinator (845) 513-2375</p>	<p><b>Tioga County DSS</b> P.O. Box 240 Owego, New York 13827</p> <p>Shawn Yetter, Commissioner (607) 687-8301 Valerie Nitti, Director of E &amp; T Supports (607) 687-8307</p>
<p><b>Tompkins County DSS</b> 320 West State Street Ithaca, New York 14850</p> <p>Patricia Carey, Commissioner (607) 274-5252 Gerard Veninsky, Employment Coordinator (607) 274-5239</p>	<p><b>Ulster County DSS</b> 1061 Development Court Kingston, New York 12401-1959</p> <p>Patricia P. Jelacic, Acting Commissioner (845) 334-5000 Marijane Knudsen, Director of Temporary Assistance (845) 334-5358</p>
<p><b>Warren County DSS</b> Warren County Human Services Building 1340 State Route 9 Lake George, New York 12845</p> <p>Suzanne Wheeler, Acting Commissioner (518) 761-6309 Kelly Barker, Principal Welfare Examiner (518) 761-6311 Rebecca Hill, Supervisor Employment Unit (518) 761-6250</p>	<p><b>Washington County DSS</b> Washington Municipal Center 383 Broadway Fort Edward, New York 12828</p> <p>Tammy DeLorme, Commissioner (518) 746-2323 Judith Taylor, Employment Coordinator (518) 746-2361</p>
<p><b>Wayne County DSS</b> P.O. Box 10, 77 Water Street Lyons, New York 14489-0010</p> <p>M. Josh McCrossen, Commissioner (315) 946-7600 Richard Proseus, Employment Coordinator (315) 946-7612 Jennifer Weaver 315-946-7708</p>	<p><b>Westchester County DSS</b> County Office Building #2, 112 East Post Road White Plains, New York 10601</p> <p>Kevin McGuire, Commissioner (914) 995-5502 Carlos Moran, Director of Employment Operations (914) 995-5478 Karen Kyle, Employment Programs Coordinator (914) 995-9334</p>

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<b>Wyoming County DSS</b> P.O. Box 231 Warsaw, New York 14569-0231  David Rumsey, Commissioner (585) 786-8901 Judith Gardner, Employment Coordinator (585) 786-8900 ext. 6238	<b>Yates County DSS</b> 417 Liberty Street, Suite 2122 Penn Yan, New York 14527  Amy Miller, Commissioner (315) 536-5183 Barbara Hartson, Employment Coordinator (315) 536-5140
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As of 7/28/11

**New York State DOL Labor Market Analysts**  
**Web Page: <http://www.labor.ny.gov/stats/index.shtm>**

<b>Statewide Trends</b> New York State	<b>Kevin Jack</b> NYS Department of Labor State Office Campus Bldg. 12 Room 490 Albany, NY 12240 Phone: (518) 457-2919 Fax: (518) 457-6199 E-mail: <a href="mailto:Kevin.Jack@labor.ny.gov">Kevin.Jack@labor.ny.gov</a>	<b>Capital District</b> Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington	<b>James Ross</b> NYS Department of Labor 175 Central Avenue Albany, NY 12206 Phone: (518) 462-7600 Ext. 136 Fax: (518) 462-2772 E-mail: <a href="mailto:James.Ross@labor.ny.gov">James.Ross@labor.ny.gov</a>
<b>Central New York</b> Cayuga, Cortland, Madison, Onondaga, Oswego	<b>Roger Evans / Karen Knapik-Scalzo</b> NYS Department of Labor 450 S. Salina St., Room 300 Syracuse, NY 13202 Phone: (315) 479-3390 Fax: (315) 479-3271 E-mail: <a href="mailto:Roger.Evans@labor.ny.gov">Roger.Evans@labor.ny.gov</a> E-mail: <a href="mailto:Karen.Knapik-Scalzo@labor.ny.gov">Karen.Knapik-Scalzo@labor.ny.gov</a>	<b>Finger Lakes</b> Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates	<b>Tammy Marino</b> NYS Department of Labor 276 Waring Road Rochester, NY 14614 Phone: (585) 258-8870 Fax: (585) 258-8898 E-mail: <a href="mailto:Tammy.Marino@labor.ny.gov">Tammy.Marino@labor.ny.gov</a>
<b>Hudson Valley</b> Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<b>John Nelson</b> NYS Department of Labor 120 Bloomingdale St., Room 218 White Plains, NY 10605 Phone: (914) 997-8798 Fax: (914) 997-4107 E-mail: <a href="mailto:Johny.Nelson@labor.ny.gov">Johny.Nelson@labor.ny.gov</a>	<b>New York City</b> Bronx, Kings, New York, Queens, Richmond	<b>James Brown</b> NYS Department of Labor 1 Hudson Square 75 Varick Street, 7th Floor New York, NY 10013 Phone: (212) 775-3330 Fax: (212) 775-3855 E-mail: <a href="mailto:James.P.Brown@labor.ny.gov">James.P.Brown@labor.ny.gov</a>
<b>Mohawk Valley</b> Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie	<b>Mark Barbano</b> NYS Department of Labor State Office Bldg. 207 Genesee St., Room 604 Utica, NY 13501 Phone: (315) 793-2282 Fax: (315) 793-2354 E-mail: <a href="mailto:Mark.Barbano@labor.ny.gov">Mark.Barbano@labor.ny.gov</a>	<b>Long Island</b> Nassau, Suffolk	<b>James Brown</b> (same as NYC above) <b>Michael Crowell</b> NYS Department of Labor 303 W. Old Country Road Hicksville, NY 11801 Phone: (516) 934-8537 Fax: (516) 433-3799 E-mail: <a href="mailto:Michael.Crowell@labor.ny.gov">Michael.Crowell@labor.ny.gov</a>
<b>North Country</b> Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence	<b>Alan Beideck</b> NYS Department of Labor The North Elba Town Hall, Suite 302 2693 Main Street Lake Placid, NY 12946 Phone: (518) 523-7157 Fax: (518) 523-8957 E-mail: <a href="mailto:Alan.Beideck@labor.ny.gov">Alan.Beideck@labor.ny.gov</a>	<b>Western New York</b> Allegany, Cattaraugus, Chautauqua, Erie, Niagara	<b>John Slenker</b> NYS Department of Labor 290 Main Street Buffalo, NY 14202 Phone: (716) 851-2740 Fax: (716) 851-2607 E-mail: <a href="mailto:John.Slenker@labor.ny.gov">John.Slenker@labor.ny.gov</a>
<b>Southern Tier</b> Broome, Chemung, Delaware, Schuyler, Steuben, Tioga, Tompkins	<b>Christian Harris</b> NYS Department of Labor 2001 Perimeter Road E. Suite 3 Endicott, NY 13760 Phone: (607) 741-4485 Fax: (607) 741-4527 E-mail: <a href="mailto:Christian.Harris@labor.ny.gov">Christian.Harris@labor.ny.gov</a>		

## NRS Levels and Corresponding Test Scores

Educational Functioning Level	Best Plus Scores
1. Beginning ESL Literacy	400 and below
2. Beginning ESL	401 - 417
3. Low Intermediate ESL	418 - 438
4. High Intermediate ESL	439 - 472
5. Low Advanced ESL	473 - 506
6. High Advanced ESL	507 - 540 - (541 exit point)

ADULT BASIC AND SECONDARY EDUCATION	
NRS Level	TABE 9/10
Beginning ABE Literacy - Level I	Reading score of 367 or below Math score of 313 or below (Grade Level 0-1.9)
Beginning Basic Education - Level II	Reading score of 368-460 Math score of 314-441 (Grade Level 2-3.9)
Low Intermediate Basic Education - Level III	Reading score of 461-517 Math score of 442-505 (Grade Level 4-5.9)
High Intermediate Basic Education - Level IV	Reading score of 518-566 Math score of 506-565 (Grade Level 6-8.9)
Low Adult Secondary Education - Level V	Reading score of 567-595 Math score of 566-594 (Grade Level 9-10.9)
High Adult Secondary Education - Level VI	Reading score of 596 or above Math score of 595 or above (Grade Level 11-12.9)

## Local Workforce Investment Board (LWIB) Approval

For applicants planning on providing Job Skills Training through FSET Venture III, approval from the Local Workforce Investment Board must be obtained to demonstrate that the training being offered is related to employment in demand within the local workforce investment area. Use the table below to list the types of job skills training to be offered, the skills to be acquired by participants, and the types of job openings. Submit the completed form to the appropriate LWIB for review and approval. In the event that the LWIB does not respond within 14 calendar days, submit a copy of the correspondence sent to the LWIB with the FSET Venture III application.

<b>Applicant Agency:</b>		
<b>Contact, Address &amp; Phone #:</b>		
<b>Training Program</b>	<b>Job Skills &amp; Types of Job Openings</b>	<b>LWIB Approval</b>
		YES ( ) NO ( )
		YES ( ) NO ( )
		YES ( ) NO ( )
		YES ( ) NO ( )
		YES ( ) NO ( )

### LWIB Approval

Name (print): _____ Signature: _____ Date: _____ Phone #: _____
Additional Comments:

# Empire State Development Regional Offices

[www.esd.ny.gov/RegionalOverviews.html](http://www.esd.ny.gov/RegionalOverviews.html)

## Capital Region

Hedley Park Place  
433 River Street - Suite 1003  
Troy, NY 12180  
(518) 270-1130  
(518) 270-1141 Fax

[Email Us](#)

## Central New York Region

620 Erie Boulevard West -  
Suite 112  
Syracuse, NY 13204  
(315) 425-9110  
(315) 425-7156 Fax

[Email Us](#)

## Finger Lakes Region

400 Andrews Street - Suite 300  
Rochester, NY 14604  
(585) 325-1944  
(585) 423-7570 DED Fax  
(585) 423-7571 ESDC Fax

[Email Us](#)

## Long Island Region

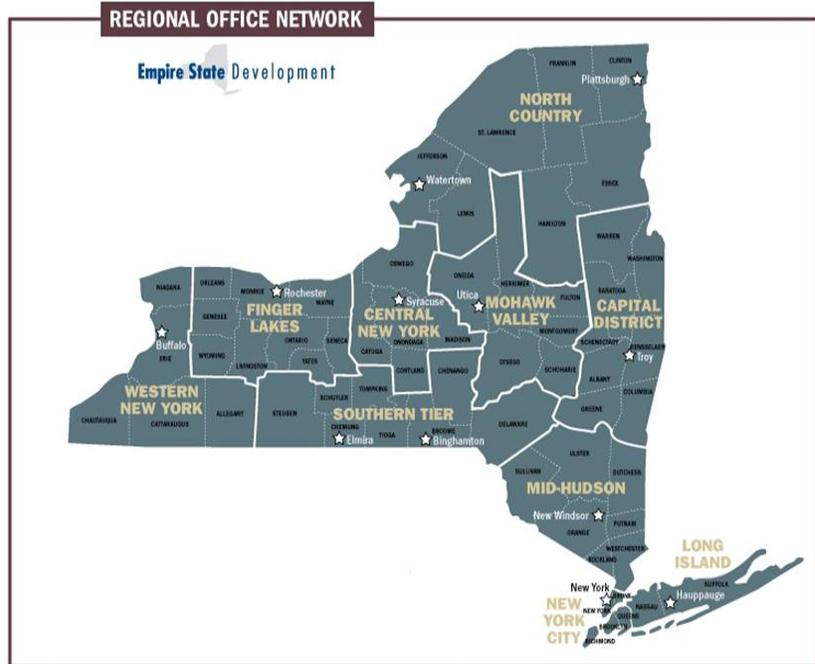
150 Motor Parkway  
Hauppauge, New York 11788  
(631) 435-0717  
(631) 435-3399 Fax

[Email Us](#)

## Mid-Hudson Region

33 Airport Center Drive - Suite  
201  
New Windsor, NY 12553  
(845) 567-4882  
(845) 567-6085 Fax

[Email Us](#)



## Mohawk Valley Region

207 Genesee Street  
Utica, NY 13501  
(315) 793-2366  
(315) 793-2705 Fax

[Email Us](#)

## New York City Region

633 Third Avenue - 31st Floor  
New York, NY 10017  
(212) 803-3130  
(212) 803-3131 Fax

[Email Us](#)

## North Country Region:

Plattsburgh Office  
401 West Bay Plaza  
Plattsburgh, NY 12901  
(518) 561-5642  
(518) 561-8831 Fax  
[Email Us](#)

## North Country Region: Watertown Office

Dulles State Office Building  
Watertown, NY 13601  
(315) 785-7907  
(315) 785-7935 Fax  
[Email Us](#)

## Southern Tier Region: Binghamton Office

State Office Building  
44 Hawley Street - Suite 1508  
Binghamton, NY 13901  
(607) 721-8605  
(607) 721-8613 Fax  
[Email Us](#)

## Western New York Region

95 Perry Street - Suite 500  
Buffalo, NY 14203-3030  
(716) 846-8200  
(716) 846-8260 Fax  
[Email Us](#)