

REQUEST FOR PROPOSALS

HIV/AIDS Employment Initiative

Issued on **May 8, 2013** by:

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



In cooperation with

New York State Department of Health
AIDS Institute
Empire State Plaza
Albany, NY 12237

Submission Deadline: June 21, 2013

Successful contractors may be required to be prequalified through New York State's Grant Reform initiative, inclusive of the establishment of a data vault. For more information on Grants Reform please visit <http://grantsreform.ny.gov/>

The New York State Office of Temporary and Disability Assistance is an Equal Opportunity Employer. Auxiliary aids and services are available upon request to individuals with disabilities.

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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. **May 22, 2013**. No telephone inquiries will be accepted. Answers to all questions received by this date will be posted on the New York State Office of Temporary and Disability Assistance's website at www.otda.ny.gov no later than **May 30, 2013**. 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: Melissa Alexander
40 North Pearl Street, 11th Floor
Albany, New York 12243
Phone: (518) 473-3018
Fax: (518) 473-6207
Melissa.Alexander@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. **June 21, 2013**. 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, courier, etc.).

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, 10-A
Albany, New York 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 single spaced in 12-point font using standard one-inch margins. Supporting documents are not included in this limit. All pages must be numbered.
4. Each proposal 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 – May 8, 2013
- Deadline Date for Questions – May 22, 2013
- Notice of Intent to Bid – May 22, 2013
- Deadline Date for Responses to Questions – May 30, 2013
- Proposal Due Date – June 21, 2013
- Date of Notification of Award – August 30, 2013
- Project Start Date – October 1, 2013

II. Summary of the RFP

A. Purpose

The purpose of the HIV/AIDS Employment Initiative RFP is to secure the services of eligible organizations that can assist OTDA and the AIDS Institute of the New York State Department of Health (DOH) in addressing the employment and training needs of persons living with HIV/AIDS. Organizations will offer intensive job placement services to help HIV positive individuals enter or re-enter the workforce and provide the necessary case management services to ensure that the continued health and supportive services needs of participants are not compromised once working. The jobs that program participants gain through this initiative must offer health benefits, and selected contractors must ensure that other health coverage is in place until employer health benefits become effective. A job development component that identifies how job opportunities will be developed to provide permanent job placement for individuals served must also be included. Program providers are encouraged to help participants attain vocational/technical skills training as well as High School Equivalency Diplomas (GEDs) and/or Secondary School Diplomas.

B. Available Funds/Award Amounts

A total of \$1,161,000 in State General Funds is available to support selected programs for a 12-month period beginning **October 1, 2013**. Funds for program periods beyond the initial 12-month period are contingent upon subsequent budget appropriations. Annual awards of up to \$200,000 will be made and we expect that at least five projects will be funded.

Selected contractors will receive up to 75% of the award based on the submission of expenditure claims according to the approved budget in the executed contract. The remaining 25% of the award is earned as participants achieve specific job retention milestones. The award shall not duplicate any payment provided or funding made available by OTDA, DOH or any other federal, State, or local government entity.

OTDA reserves the right to award contracts to bidders that score fewer points than others in order to serve additional geographical areas of the State. For example, OTDA does not intend to award all contracts to providers in New York City, resulting in no services provided in other geographic areas of the State. Should additional funds be made available to support this RFP, OTDA reserves the right to make awards in excess of the amount listed above.

In the event the amount requested by selected organizations exceeds the amount available, OTDA will reduce the award amounts to stay within the overall funding limit. Necessary award reductions may be achieved by a proportionate decrease across selected proposals.

C. Contract Period (Multi-Year)

This RFP governs contracts for the cycle starting October 1, 2013 and ending December 31, 2018. 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, 2018. 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 are 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 enter gainful employment as outlined in this RFP, and may terminate or initiate contract modifications to reduce award amounts of those projects that are not making progress in fulfilling the performance component of this initiative.

D. Eligible Applicants

Organizations eligible to apply for funding under this initiative are limited to not-for-profit organizations such as: community-based organizations, community rehabilitation programs, independent living centers and other public entities. Applicants may propose a network-based approach whereby a consortium of providers carry out program services. Proposals submitted on behalf of a consortium of providers must designate one of the agencies as the lead agency for the consortium, and must include in their application a description of the roles and responsibilities of the lead applicant and each co-applicant.

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

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

III. Program and Contract Information

A. Program Background

Treatments for the HIV/AIDS virus have advanced to the level where affected individuals are seeing their health stabilize, life expectancies increase, and are able to resume or begin employment. In an effort to respond to the employment needs of these individuals, State funds for employment programs for persons living with HIV/AIDS have been included annually in the New York State budget since 1999. With this funding, and in cooperation with the AIDS Institute of the Department of Health, New York State contracted with six organizations to operate pilot programs that provided intensive job placement services with case management to ensure the continued health needs of participants were not compromised once they entered employment. The initial pilot programs operated from November 1999 to February 2003, and were among the first in the nation created solely to respond to the employment needs of low-income individuals living with HIV/AIDS. Based on the experience gained during the pilot and to incorporate certain design changes, a second RFP was released in 2002 and a third RFP was issued by the OTDA in 2007 to continue the program from 2008 to 2013.

B. Participant Eligibility

Individuals eligible to participate in the program are persons living with HIV/AIDS who are interested in obtaining employment with the help of the program operator. Documentation to verify HIV status must be obtained. The *HIV/AIDS Employment Initiative Services Application* is included as Attachment B8 and must be completed by each program participant and certified by a program agency representative. In brief, to be eligible for this initiative, individuals must:

- Be a resident of New York State;
- Be eligible to work in the United States
- Have a documented HIV/AIDS diagnosis; and
- Have gross family income that does not exceed the current annual and monthly standard of 200% of the federal poverty rate as outlined below. These amounts are adjusted annually.

**200% of Poverty Guidelines Chart
June 1, 2013 through May 31, 2014**

<u>Family Size</u>	<u>Monthly Income</u>	<u>Annual Income</u>
1	\$1,915	\$22,980
2	\$2,585	\$31,020
3	\$3,255	\$39,060
4	\$3,925	\$47,100
5	\$4,595	\$55,140
6	\$5,265	\$63,180
7	\$5,935	\$71,220
8	\$6,605	\$79,260

For family units with more than eight members, add \$670 monthly or \$8,040 annually for each additional family member.

C. Coordination with the Social Services District (SSD)

Social Services District support is not a requirement of the RFP. However, since individuals living with HIV/AIDS may also receive public assistance, organizations submitting an application should discuss the program with the SSD. The SSD can serve as a source of referrals to your program, identify appropriate individuals that could benefit from the services and activities you offer, and may provide individuals with the support services needed to facilitate participation. Applicant organizations should contact their SSD to learn what elements the program design must include to support participation by public assistance recipients.

D. Description of Services Sought

In recent years, an increasing number of persons living with HIV/AIDS have seen their health stabilize to a point where they are able to resume employment. However, job attainment and sustained employment for this population continues to be a major challenge. While many participants have the desire to work, they are often reluctant to introduce changes to their lives that might affect their health and health insurance coverage and also fear the loss of program benefits, such as Supplemental Security Income (SSI), cash assistance and Supplemental Nutrition Assistance Program (SNAP). Persons living with HIV/AIDS are also concerned about confidentiality and often fear disclosure in the workplace. Many such individuals have gone long periods with little or no work histories, making it difficult to obtain employment. Additionally, many of the potential program participants lack viable training and skills needed for sustainable employment and to be able to compete in today's competitive job market.

To assist participants in overcoming these barriers, a strong case management approach is essential. Case management is a method to service delivery that strives to ensure that clients with complex needs receive timely coordinated services, and that all available and

necessary resources are used to create positive program outcomes. It involves ongoing contact with the participant, which begins during the initial assessment meeting and continues throughout employment placement and retention. Proposals should include the elements of case management as defined in the New York State Department of Health AIDS Institute *Case Management Defined*, included as Attachment B7 to this RFP.

Proposals submitted in response to this RFP must demonstrate an awareness of and sensitivity to the unique set of difficulties faced by persons living with HIV/AIDS who strive to enter and maintain employment. In view of these barriers, the objectives of this initiative are to support programs that can:

- Enhance participants' employability by providing the case management services and support needed to connect them with employment that includes medical insurance;
- Educate participants of the benefits of becoming employed (including possible health insurance and/or benefit improvements, higher self-esteem, lower stress);
- Assist participants with enrollment into jobs skills training programs that provide instruction specific to a particular vocation and training in the various skills necessary to successfully perform the functions of the job, and/or provide the supports necessary to obtain a High School Degree or General Equivalency Diploma (GED);
- Provide participants with continued access to an array of care and support services as part of their vocational training and job skills development pursuits, in order to maintain their health status and reduce barriers to work;
- Match participants with available job openings and/or empower participants to seek and locate employment on their own;
- Eliminate, prevent or reduce a participant's need for public assistance and publically funded health insurance, when applicable;
- Provide employment settings that ensure the demands of the job do not negatively affect the health of the participant;
- Assist participants in understanding and learning how to deal with issues of disclosure and confidentiality in the workplace;
- Demonstrate an awareness of the many issues facing persons living with HIV/AIDS, including set-backs due to medications and medical conditions, the need for support systems, discrimination, and financial strains;
- Strive to place participants employed part-time into full-time employment of 30 hours or more to increase financial security without compromising the health of the participant;
- Provide employed program participants with the post-employment services needed to promote job retention; and
- Design successful outreach strategies such as developing brochures and flyers, conducting community presentations, utilizing social media and other forms of communication and networking to identify and recruit eligible participants to the program.
- Coordinate with other case managers/service coordinators working with the individual.

E. Employment Qualification

To qualify for reimbursement for the job retention milestones, the employer hiring the participant must offer health insurance. If there is a waiting period before becoming eligible to enroll into an employer offered health insurance program, the contractor must provide the necessary assistance to ensure that coverage is provided by another source (i.e. private insurance, Medicaid, Family Health Plus) during the waiting period. The NYS Bridge Plan, a pre-existing condition insurance coverage option available until December 31, 2013, and the emerging New York State health exchange policies, available for enrollment beginning October 2013 with coverage starting January 2014, are also insurance options for persons with incomes above Medicaid eligibility levels. Individuals with third-party insurance who cannot meet their deductibles or co-payments, or whose policies have waiting periods, may also be eligible to enroll in the HIV Uninsured Care Programs, which includes the AIDS Drug Assistance Program (ADAP), ADAP Plus, ADAP Plus Insurance Continuation Program and the HIV Home Care Program. Participants may elect to refuse employer-offered health insurance in favor of another health plan, such as a product sold on the new health insurance exchange, with the understanding that, individuals who are applicants or recipients of Medicaid must confer with the local district before declining any offer of insurance.

F. Reimbursement Structure

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

- 1. **Cost-Based Reimbursement** – up to 75% of the award will be reimbursed to the selected providers for approved expenditures made for costs associated with the delivery of program services.
- 2. **Performance-Based Reimbursement** – providers will earn at least 25% of the award as participants reach the following two milestones:

<i>MILESTONE</i>	<i>VALUE</i>	<i>DEFINITION</i>
30-Day Job Entry (Full Time)	\$1,500	This milestone is achieved when the participant has completed at least 30 calendar days in an unsubsidized job, which provides at least 30 hours of work per week and pays at least the federal or State minimum wage, whichever is higher.
90-Day Job Retention (Full Time)	\$1,500	This milestone is achieved when the participant has completed 90 calendar days in full-time unsubsidized employment that meets the standards described above.

For some participants, a part-time job may be a necessary first step to achieving full-time employment. Agencies will be reimbursed 50% of the full-time milestone payment for

employment opportunities averaging at least 15 hours per week. If the hours increase to at least 30 hours per week after a part-time job entry and/or retention milestone has been claimed, a second part-time job entry and/or retention milestone may be claimed once the participant has worked an average of 30 hours per week for the 30 or 90 day periods. One full-time job entry and retention may be claimed per participant per calendar year. If a participant's employment is terminated after job entry and/or retention milestone(s) have been claimed, a second job entry/retention may be claimed if all of the following criteria are met:

- The participant is still actively participating in case management services, vocational/technical training or other allowable program activities with the provider;
- The participant has been hired by a different employer; and
- It has been at least 12 months since the previous job commenced (e.g. if a job entry and/or retention milestone was claimed for employment that began on October 1, 2013, a second milestone could be claimed for employment beginning on or after October 1, 2014).

Please note, as previously stated on page four under "Contract Period", during the final three months of the contract, contractors may only be reimbursed for 30 and/or 90 day milestones achieved by participants that began working on or before September 30, 2018. Applicants should keep these timeframes in mind while preparing program and fiscal plans.

G. Documentation Requirements

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

DOCUMENTATION REQUIREMENTS

Issue/Milestone		Documentation
Eligibility		HIV/AIDS Employment Initiative Services Application; and Documentation to verify HIV/AIDS diagnosis
Participation		Maintain in the participant's file: <ul style="list-style-type: none"> ▪ Release of Information ▪ Assessment and/or Education/Employability Plan ▪ Contact Log and/or Case/Progress Notes ▪ Attendance (if in training) ▪ Resume ▪ Referral Letters
GED / Credential / Job Skills Cert. (If in training)		Maintain in the participant's file: <ul style="list-style-type: none"> ▪ A copy of the High School Equivalency Diploma (GED), Secondary School Diploma; or ▪ A copy of the GED quarterly report; or ▪ A copy of a GED pass/fail report provided by SED upon request at https://eservices.nysed.gov/ged/ for the purposes of a case audit. ▪ A copy of the certificate of completion of a vocational or job skills training program awarded by the governing agency.
Reimbursable Milestones	30-Day Job Entry	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's file.
	90-Day Job Retention	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's file.

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 B3)

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 and services 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.
- Describe your intake and assessment process, including screening and referrals.
- Describe the case management services you will provide. Include an outline of the personal barriers faced by the eligible population and how you will assist them in overcoming these obstacles.

b. Job Skills Training Programs

- Describe the specific types of trainings that will be offered.
- Describe how attendance and progress will be monitored.

c. Job Preparation, Placement and Retention

- Describe what types of employment preparation activities/instruction will be provided (e.g. employment applications, resumes, job interviewing techniques, career choices, etc.).
- Identify the member(s) of your staff that will assist participants in gaining employment and explain the responsibilities related to this task.

- Describe your job development strategy, including how your efforts will focus on sectors of the economy expected to experience sustained job openings or job growth.
- Explain the specific strategies you will use to match participants with available jobs.
- Describe the follow up services you plan to offer individuals once they are employed, including who will follow up with the employee, the methods that will be used and the frequency of follow up services.

d. Support Services

- Explain how each individual will be connected with the support services needed to participate in your program.

3. Organizational Experience & Past Accomplishments

Describe your organization’s experience and accomplishments in providing job development and job placement services for persons living with HIV/AIDS. Include a description of the two most recent programs administered and provide, as an attachment, documentation regarding the funding agency(s), contact person(s), award amounts, project goals and performance outcomes.

4. Confidentiality

Explain the mechanism(s) in place to ensure compliance with New York State Law (Article 27-F of the Public Health Law) and all applicable State and federal laws and regulations regarding the confidentiality of HIV-related information and to obtain consent prior to the release of information.

B. Budget Proposal

The budget proposal (Attachment B4) will outline the reimbursable amounts for budget items that the applicant requires to operate the program, and includes a Performance Component Schedule which will identify the performance-based budget amount and goals.

1. Contract Budget Summary and Instruction

The budget proposal 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, 2013. In addition, the applicant is asked to project how five years’ worth of funding (anticipated first year award amount multiplied by five) would be dispersed among the major categories of expense.

Costs must be directly related to the delivery of the program, services and activities that will take place.

The Budget Narrative Sections request further details and information to support the figures listed in the Budget pages.

Note: The budget should reflect the total funds requested, and must include the funds to be earned through the performance-based portion of the contract.

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 the NYS Comptroller's Accounting Bulletin A-635, the rate for salary fringe is capped at 51.68%. 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 three 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.

8. Participant Support Services Expenses: List any expenses for items that you are making available to program participants such as transportation allowance, clothing allowance, the purchase of program supplies. Individuals requiring child care may be eligible for assistance through the Social Services District.

9. Participant Payments: Include and demonstrate the calculations for any wage subsidies budgeted for participants or cash stipends.

10. Performance Component: This is your reimbursement schedule for the performance based portion of the contract and MUST be completely filled out.

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

C. Required Documents

1. **Proposal Cover Page** (Attachment B2) - This form must have an original signature signed by an official authorized to bind the bidder to its provisions.
2. **Proposal Narrative Form** (Attachment B3) – This includes all of the items listed in Section IV of the RFP.
3. **Budget and Narrative** (Attachment B4) – Providers indicate the program costs, number of individuals they anticipate serving by milestone and the total funds requested.
4. **Contractor/Subcontractor Background Questionnaire** (Attachment B5) – This form must be completed by the Bidder, and any proposed subcontractor if the value of the subcontract is in excess of \$10,000. The Contractor/Subcontractor Background Questionnaire requires an original signature.
5. **Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Forms** (Attachments B6-a through B6-f) – As part of your proposal, the following M/WBE and EEO forms must be included:
 - a. M/WBE Subcontracting Utilization Plan
 - b. M/WBE Letter of Intent to Participate
 - c. EEO Staffing Plan
 - d. M/WBE /EEO Policy Statement
 - e. M/WBE Subcontractor Request for Waiver Form (if applicable)
 - f. M/WBE Goal Requirements Certification of Good Faith Efforts

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

M/WBE Subcontractor Utilization Examples

It is important to note that in addition to direct sub-contracting on state contracts, contractors can also utilize a number of other vendors in support of their overall operations. Using NYS Certified M/WBEs as providers of these second tier services can be counted in satisfaction of the goals. The Directory of NYS Certified M/WBEs can be found at 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.

V. Selection Process and Evaluation Criteria

A. Evaluation of Proposals

OTDA's Center for Employment and Economic Supports and DOH 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; and
- Proposals that fail to meet the requirements may be disqualified after completing a full review.

C. Evaluation Criteria

OTDA will evaluate proposals based on the degree to which the proposal addresses the questions posed in Section IV. 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.

1. Technical Rating (80 Points)

- Basis of Need (5 points) – The applicant demonstrates the need for services in the area in which they are planning to operate and explains why existing local programs are not sufficient, or are not available to provide the services we are seeking.
- Recruitment Strategies (10 points) – A well-developed plan is identified to recruit eligible individuals and includes recruitment goals, outreach methods, and strategies. A screening and referral process is described, and is likely to produce a sufficient number of candidates to achieve the outcomes. The applicant uses a variety of outreach methods to identify and recruit program participants. A plan to identify and refer ineligible participants to other appropriate services is clearly described.
- Case Management (20 points) – The applicant demonstrates a case management approach to service delivery which strives to ensure that clients with complex needs receive timely coordinated services and that resources are used in order to maintain an individual's ability to function independently in a community of his/her choice as long as practical. Barriers and limitations are discussed along with a strategy to discuss 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 applicant demonstrates an understanding of the medical, financial, emotional and employment needs of the participant and a plan to make referrals to outside resources such as the HIV Uninsured Care Program, as appropriate. The key function(s) of the case manager is defined and includes coordinating an array of services in conjunction with the needs of the participant.
- Project Strategy, Design and Training Methodology (25 points) – The goal of this initiative is to enable program completers to obtain full-time employment with health insurance coverage. A sound strategy for preparing participants for available employment is clearly described and includes goal-setting, overcoming barriers to employment, assessment, a job retention strategy, and job preparation activities. A strong emphasis on job placement and retention services is described. A plan to recruit employers is presented, including a method for developing on-going relationships in order to create a potential list of worksites. Job development efforts which solicit the types of jobs suitable for the eligible population are described. A strategy is outlined that assures that employers provide the necessary health insurance and adequate wages. The project strategy includes efforts to ensure that job placements are consistent with the

health needs of participants. Linkages to additional supports, such as educational and training providers, support groups, child care, medical aid, and transportation services, are described and will connect participants with services to improve job performance and promote advancement. Preference will be provided to programs that help participants obtain job skills trainings and/or a GED/HSE. The applicant describes what efforts will be made to utilize M/WBE vendors.

- Organizational Experience and Past Accomplishments (20 points) – The applicant provides evidence to demonstrate their capability and relevant experience in developing and operating job preparation and placement programs for persons living with HIV/AIDS. Performance in meeting contract goals to date will be used in scoring this section for current OTDA contractors responding to this RFP.

2. Budget Proposal (20 Points)

The operating budget will be examined to determine the extent to which expense projections are reasonable, necessary and allowable. Priority will be given to budgets that minimize administrative costs in favor of direct program costs.

D. Method of Selection

The method of selection will be based on a point system. Awards will be based on the highest total points earned. OTDA reserves the right to award contracts to bidders that score fewer points than others in order to serve additional geographical areas of the State. For example, OTDA does not intend to award all contracts to providers in New York City, resulting in no services provided in other geographic areas of the State.

VI. Terms and Conditions Governing this RFP

1. The award will be made to the applicants whose proposal is 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, including EO-127 requirements for all for-profit contractors.

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 relevant 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.

VII. General Information for Successful Bidders

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

1. Cost of Proposal Preparation

The 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 Opportunity Employer and that it does not discriminate in its employment and business practices on any of the bases provided in the New York State Human Rights law or any applicable federal laws. See Appendix Z.

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 agency 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." Information relating to Contractor price submissions, including commercial, book or list pricing, applicable discounts or final bid price and like information, shall not be entitled to confidentiality protection whether or not submitted or designated as proprietary.

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 B5). 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, that 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.

16. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that

should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. During the term of the Contract, should OTDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OTDA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OTDA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. OTDA reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

17. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

New York State Law

Pursuant to New York State Executive Law Article 15-A, the New York State Office of Temporary and Disability Assistance (OTDA) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of OTDA contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OTDA establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OTDA hereby establishes an overall goal of [20%] for MWBE participation, [10%] for Minority-Owned Business Enterprises ("MBE") participation and [10%] for Women-Owned Business Enterprises ("WBE")

participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that OTDA may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at:

<http://www.esd.ny.gov/mwbe.html>.

For guidance on how OTDA will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

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

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

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- a. Bidders are required to submit a Certification of Good Faith Efforts on form OTDA - 4976 to achieve the overall prescribed MWBE participation percentage (20%) goals set forth in the procurement.
- b. Bidders are required to submit a MWBE Subcontractor’s and/or Suppliers’ Letter of Intent to Participate on form OTDA - 4938 which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as subcontractors on the Contract.
- c. Bidders are required to submit a MWBE Subcontractor Utilization Plan on form OTDA - 4937 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OTDA.
- d. OTDA will review the submitted MWBE Subcontractor Utilization Plan and advise the Bidder of OTDA’s acceptance or issue a notice of deficiency within 30 days of receipt by the OTDA/MWBE Program Management Unit.
- e. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYS Office of Temporary and Disability Assistance M/WBE Program Management Unit at 317 Lenox Avenue, N.Y. N.Y 10027, telephone # 212-961-8214 and fax # 212-961-8275, a written remedy in response to the notice of deficiency. If the

written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on OTDA form OTDA – 4969 Minority/Women Business Enterprise (MWBE) Subcontractor Request for Waiver. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. **All requests for waivers are subject to approval by the governor's office.**

f. OTDA may disqualify a Bidder as being non-responsive under the following circumstances:

1. If a Bidder fails to submit a MWBE Utilization Plan;
2. If a Bidder fails to submit a written remedy to a notice of deficiency;
3. If a Bidder fails to submit a request for waiver; or
4. If OTDA determines that the Bidder has failed to document good faith efforts.

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

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on OTDA form OTDA – 4968, Minority/Women Business Enterprise (MWBE) Subcontractor Quarterly Compliance Report, to the NYS Office of Temporary and Disability Assistance M/WBE Program Management Unit at 317 Lenox Avenue, N.Y. N.Y 10027, telephone # 212-961-8214 and fax # 212-961-8275, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, 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, termination, and rates of pay or other forms of compensation.

This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan on OTDA form OTDA – 4934.1, Equal Employment Opportunity (EEO) Staffing Plan, identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the OTDA, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

VIII. RFP Attachments and Required Documents

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

ATTACHMENTS			
Attachment	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		
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 Multiyear Agreement		
B1	Notice of Intent to Bid	x (ok to fax)	Submit by date requested in RFP (Optional)
B2	Proposal Cover Page and Checklist	x	x
B3	Proposal Narrative Form		x
B4	Budget and Budget Narrative Form		x
B5	Contractor/Subcontractor Background Questionnaire	x	x
B6-a to B6-f	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)
B6-f	M/WBE Goal Requirements Certification of Good Faith Efforts	x	x
B7	N.Y.S. Department of Health AIDS Institute Case Management Defined		
B8	HIV/AIDS Employment Initiative Services Application		

Attachment A1 – Appendix A: Standard Clauses for NYS Contracts

Attachment A2 – Appendix A1: NYS OTDA Contract Clauses

Attachment A3 – Appendix C: Payment Schedule

Attachment A4 – Appendix D: Contractor Information

Attachment A5 – Appendix X: Contract Modification

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

Attachment A7 – State of New York Multiyear Agreement

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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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, licensor, 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of

General Services or for a purchase order or other transaction issued under such centralized contract.

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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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 Stat

Revised 6-11-12

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 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.

- d. The Contractor agrees that Modifications and/or Budget Revisions which do not affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- e. Upon request by a local social services district or its designated purchasing agent, the contractor shall enter into an agreement with such district or agent for the purchase of the goods and services which are the subject of this agreement. Such new agreement shall provide that the cost of such goods and services to the district / agent entering into such agreement shall be the same as charged to OTDA under this agreement except that the contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the act that the municipality constituting the social services district requires contractor to be obligated to standard contractual provisions in lieu of Appendix A of this agreement, which standard contractual provisions are more onerous than those contained in Appendix A.
- f. The contractor understands that it must comply with federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 306 of the federal Clean Air Act, Section 306 of the federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by OTDA (see federal Executive Order 12549 and 7 CFR Part 3017).

**APPENDIX C
PAYMENT SCHEDULE**

GENERAL SCHEDULE and PAYMENT

- a. In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Temporary & Disability Assistance (OTDA) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount listed on the cover page. Should funds become unavailable or the Division of Budget fails to approve sufficient funds to complete this project according to the amount agreed upon, 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 that follow. If the amount of the 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 services performed in behalf of fulfilling this AGREEMENT according to Appendix B 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 45th day after the end of the vouchering period (monthly, quarterly and/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 or the faithful completion of services under this AGREEMENT. Said amount is to be paid to the Contractor upon the receipt of all

required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT and the attachment thereto, a final voucher, the accounting for the advance payment made pursuant to this AGREEMENT, and upon certification, by the Contractor that it has completed its obligations and duties this AGREEMENT.

BUDGET REVISIONS

Revisions to Performance Component Schedule

- a. The Contractor may request to revise the performance schedule of Appendix B in accordance with the policy outlined in the RFP. A request to revise the performance schedule must be submitted in writing to OTDA's designated Contract Manager for approval and be accompanied by justification therefore.

Revisions to Cost-Based Component

- a. The Contractor may make revisions to the budget contained in Appendix B up to the amount of ten percent (10%) of direct cost category items without prior approval of OTDA with exception. Notwithstanding, any budget decisions that affect changes in the work plan or staffing plan as contained in Appendices B and D shall require prior written approval of OTDA. The Contractor agrees to submit any and all revisions made pursuant to this to OTDA's Contract Manager for informational purposes.
- b. Proposed revisions in excess of ten percent (10%) of any direct cost items or which affect changes in the work plan or staffing plan shall be submitted in writing to OTDA's designated Contract Manager for approval accompanied by justification therefor. Any submission under this section shall contain as an attachment thereto, all prior budget revision submissions made to OTDA under this Section since the last approved revision under this section. OTDA's Contract Manager shall notify the Contractor in writing, of OTDA's approval of such budget revisions, or shall, also in writing, notify the Contractor of OTDA's disapproval and particularize the reasons for such disapproval.

A. Designated Payment Office

Program Office: Temporary and Disability Assistance
Program Area: Center for Employment and Economic Supports
Address: 40 North Pearl Street, 11th Floor
Albany, NY 12243

Rev: 1-28-13

Please Note:

The last three months of the final contract period are for the reimbursement of the 30-Day and 90-Day milestones only. The participants must have begun working prior to the last three months of the final contract period for these milestones to be eligible for payment.

**APPENDIX D
CONTRACTOR INFORMATION**

1. Incorporated Agency Name: _____
2. Street Address: _____ City, State, Zip Code: _____ County: _____
3. Agency Contact: _____ Title: _____ Phone #: _____ FAX #: _____ Email Address: _____ Mailing Address: _____ Program Contact: _____ Title: _____ Phone #: _____ FAX #: _____ Email Address: _____ Mailing Address: _____
4. Federal Employer Identification #: _____ State Registered Charitable Organization #: _____ Municipality #: _____ Community District(s): _____ Federal Congressional District(s): _____ State Senate District(s): _____ State Assembly District(s): _____

5. Award Amount: _____

6. 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

7. Non-Discrimination/Sectarian Organization Compliance Justification

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?)	Yes	No
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:

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

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

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

APPENDIX X
Internal Contract Amendment

Agency Code: 27000

Contract Number: _____

Multi-year contract term: _____

Total funding required to support 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 (MWBE) 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. General Provisions

- A.** 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. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the New York State Office of Temporary and Disability Assistance (OTDA) establish goals for maximum feasible participation of New York State Certified minority and women – owned business enterprises (“MWBE”) and the employment of minority group members and women in the performance of New York State contracts. 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.
- B.** OTDA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. Where deemed appropriate, OTDA will implement the provisions of New York State Executive Law Article 15-A and the MWBE Regulations for all other OTDA contracts. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws. 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 MWBEs, including but not limited to the Statute and its implementing regulations as promulgated by New York State's Empire State Development (ESD) Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144).

- C. Copies of the required OTDA Forms are identified in this Appendix and available on OTDA's Internet site at <http://www.otda.ny.gov>. The Contractor agrees to complete and submit these forms without change in response 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.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings allowed by the Contract.
- E. 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.esd.ny.gov/ContactUs.asp>

II. Contract Goals

- A. For purposes of this procurement, the OTDA hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). Additionally, an overall goal of 10-20% is established for Equal Employment Opportunity ("EEO") participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/ContactUs.asp>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the OTDA for liquidated or other appropriate damages, as set forth herein.
- D. As a condition of the Contract, the Contractor and OTDA agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement.

- E. 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. EEO Requirements

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the DMWBD. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

- B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO 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.
2. The Contractor shall submit an EEO policy statement to the OTDA within seventy two (72) hours after the date of the notice by OTDA to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the OTDA may provide the Contractor or Subcontractor a model statement (see OTDA 4970 – Minority/Women Business Enterprise (MWBE)/Equal Employment Opportunity (EEO) Policy Statement).
4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women 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.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. 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.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 which provides for relevant provisions of the Human Rights Law, 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 Contract.

C. OTDA Form 4934.1 Equal Employment Opportunity (EEO) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. OTDA Form 4971 Equal Employment Opportunity (EEO) Workforce Employment Utilization/Compliance Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the OTDA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
4. 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.
5. All forms and reports will be submitted to the OTDA program manager for this contract and forwarded to NYS OTDA, MWBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8214; e-mail to:
otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov.

E. Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Requirements

The Contractor acknowledges that it is the policy of the State of New York and of OTDA that MWBEs 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 MWBEs identified in the ESD directory of certified businesses¹, which can be viewed at:

<http://www.esd.ny.gov/MWBE/directorySearch.html>

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 MWBEs 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 MWBEs that have been certified to perform the specific scope of work identified under this procurement. For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-owned Business Program work.
- A. The Contractor represents and warrants that Contractor has submitted the following OTDA forms either prior to, or at the time of, the execution of the contract:
1. MWBE Utilization Plan (OTDA Form 4937)
 - a. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
 - b. If a Contractor seeks modification to its previously approved MWBE Subcontractor Utilization Plan, the Contractor shall first notify OTDA in writing of such change and obtain approval from OTDA.
 - c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
 2. Certification of Good Faith Efforts (OTDA Form 4976) to achieve the overall prescribed MWBE participation percentage (0%) goals set forth in the procurement.

¹ All MWBE 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 MWBE, the Contractor should request that the firm submit a certification application to ESD for an eligibility determination, with a copy to the OTDA MWBE Program Management Unit. OTDA’s MWBE 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 MWBE firms have been identified in response to this procurement, in order to facilitate full MWBE participation.

3. A MWBE Subcontractor's and/or Suppliers' Letter of Intent to Participate (OTDA Form 4938), which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as subcontractors on the Contract.

V. Waivers

- A. For Waiver Requests Contractor should use OTDA Form 4969 Minority/Women Business Enterprise (MWBE) Subcontractor Request for Waiver Form.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a request for waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OTDA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the OTDA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Reports

- A. Contractor is required to submit the Minority/Women Business Enterprise (MWBE) Subcontractor Quarterly Compliance Report (OTDA Form 4968) to the OTDA by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- B. All reports will be submitted to the OTDA program manager for this contract and forwarded to NYS OTDA, MWBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8214; e-mail to:
otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov
- C. Failure to timely submit a Contractor's MWBE 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.² 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.

VII. Liquidated Damages – MWBE Participation

- A. Where OTDA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to

² Contractors may be requested to provide additional Compliance Reports and information (i) to verify payments made to MWBEs, (ii) to verify MWBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OTDA liquidated damages.

- B.** Such liquidated damages shall be calculated as an amount equaling the difference between: (a) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (b) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C.** Determinations of compliance or non-compliance with the Contract's MWBE participation requirements shall be based upon the Contractor's Utilization Plan, MWBE Sub-Contractor Quarterly Reports, and any relevant documentation related thereto. The determination of what constitutes the willful and intentional failure to comply with the MWBE participation requirements will be based upon the evaluation of the same criteria considered in evaluating an MWBE subcontractor waiver request.
- D.** Upon a determination that a willful and intentional failure to comply with the MWBE participation requirements has occurred, the OTDA shall withhold the amount established in paragraph B from any future payments otherwise required by this Contract. 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 MWBE requirements at any time during the term of the 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.
- E.** In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OTDA, Contractor shall pay such liquidated damages to the OTDA within sixty (60) days after they are assessed by the OTDA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OTDA.

VIII. Sanctions

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 MWBE 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 noncompliance;
- 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.

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.

H. IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the STATE may approve a request for Assignment of Contract.

During the term of the Contract, should the STATE receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the STATE will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the STATE shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The STATE reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE’s designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services, a sum not to exceed the amount noted on the face page hereof. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

D. The CONTRACTOR shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at

www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptrollers' 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.

HIV/AIDS Employment Initiative
Proposal Forms

Attachment B1 - Notice of Intent to Bid

Attachment B2 - Proposal Cover Page and Checklist

Attachment B3 - Proposal Narrative Form

Attachment B4 - Budget and Budget Narrative Form

Attachment B5 - Contractor/Subcontractor Background Questionnaire

Attachment B6 - Subcontracting Utilization/Staffing/MBWE Form

Attachment B7 - N.Y.S. Department of Health AIDS Institute Case Management Defined

Attachment B8 - HIV/AIDS Employment Initiative Services Application

NOTICE OF INTENT TO BID

This form confirms our intent to respond to the HIV/AIDS Employment Initiative 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 **May 22, 2013** by faxing or mailing this form to:

New York State Office of Temporary and Disability Assistance
Center for Employment and Economic Supports

Attn: Melissa Alexander
40 North Pearl Street - 11D
Albany, New York 12243

Fax: (518) 473-6207

HIV / AIDS Employment Initiative Proposal Cover Page	
Amount Requested (1st yr. only): \$	Project Title:
Lead Organization Name & Address:	County(ies) to be Served: ▪ ▪ ▪ ▪
Website Address:	
Contact Person:	Federal Payee ID #:
Telephone Number:	Municipality # (if applicable):
Fax Number:	
E-Mail Address:	Charities Registration #:

PROPOSAL CHECKLIST

Attachment	Document Title	Check (✓) to indicate that the item is included in the proposal
B2	Proposal Cover Page/Proposal Checklist	
B3	Proposal Narrative	
B4	Budget and Budget Narrative	
B5	Contractor/Subcontractor Background Questionnaire	
B6	B6-a M/WBE Subcontracting Utilization Form	
	B6-b M/WBE Letter of Intent to Participate	
	B6-c EEO Staffing Plan	
	B6-d M/WBE / EEO Policy Statement	
	B6-e M/WBE Subcontractor Request for Waiver (If Applicable)	
	B6-f M/WBE Goal Requirements Certification of Good Faith Efforts	

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)

Signature: _____

Date: _____

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

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: HIV / AIDS Employment Initiative 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 may not work in this scenario either. 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:** () _____

Background Questionnaire

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

1a. If you, the bidder, are a natural person, are you a New York State resident?	_____ NO _____ YES
1b. If you are a corporation, are you a New York State corporation?	_____ NO _____ YES
1c. Are you registered with the New York State Department of State (DOS) to do business in New York State? 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 _____ 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

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:

Check any that apply. If "yes", describe using additional pages if necessary.

- | | |
|--|--------------------|
| a) A judgment of conviction for any business-related conducts constituting a crime under state or federal law? | _____ NO _____ YES |
| b) A currently pending indictment for any business-related conducts constituting a crime under state or federal law? | _____ NO _____ YES |
| c) A grant of immunity for any business-related conducts constituting a crime under a state or federal law? | _____ NO _____ YES |
| 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? | _____ NO _____ YES |
| 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? | _____ NO _____ YES |
| f) Any bankruptcy proceeding? | _____ NO _____ YES |
| g) Any suspension or revocation of any business or professional license? | _____ NO _____ YES |
| 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? | _____ NO _____ YES |
| 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? | _____ NO _____ YES |
| j) Any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations for violations of: | |
| * federal, state or local health laws, rules or regulations; | |
| * unemployment insurance or workers compensation coverage or claim requirements; | |
| * ERISA (Employee Retirement Income Security Act); | |
| * federal, state or local human rights laws; or, | _____ NO _____ YES |
| * federal, state security laws? | |
| k) A grant of immunity for any business-related conducts constituting a crime under a state or federal law? | _____ NO _____ YES |
| l) Any federal determination of a violation of any labor law or regulation, or any OSHA serious violation?
Was violation willful? | _____ NO _____ YES |
| m) Any state determination of a violation of any labor law or regulation? | _____ NO _____ YES |
| n) Any state determination of a Public work violation?
Was violation deemed willful? | _____ NO _____ YES |
| o) A revocation of MBE or WBE certification? | _____ NO _____ YES |
| p) A rejection of a low bid on a state contract for failure to meet statutory affirmative action or MWBE requirements? | _____ NO _____ YES |
| 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? | _____ NO _____ YES |
| | _____ NO _____ YES |

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: _____

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.	A. NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	B. NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

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

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)
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

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

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

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

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

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

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

WHITE (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC 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) 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

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.			
Offeror/Contractor Name:	Federal Identification No.:		
Address:	Solicitation/Contract No.:		
City, State, Zip Code:	M/WBE Goals: MBE % WBE %		
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.			
Contractor is requesting a:			
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial			
2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial			
3. <input type="checkbox"/> 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.) Date of such filing with Empire State Development: _____			
PREPARED BY (Signature):	Date:		
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.			
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:	
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit: 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: Wilma.BrownPhillips@otda.ny.gov	***** FOR AGENCY USE ONLY *****		
	REVIEWED BY:	DATE:	
	Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/>	<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____	
	*Comments:		

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

**N.Y.S. Department of Health
AIDS Institute
CASE MANAGEMENT DEFINED**

Case management is a multi-step process to ensure timely access to and coordination of medical and psychosocial services for a person living with HIV/AIDS and, in some models, his or her family/close support system.

Case management includes the following processes: intake, assessment of needs, service planning, service plan implementation, service coordination, monitoring and follow-up, reassessment, case conferencing, crisis intervention, and case closure.

Case management activities are diverse. In addition to assisting clients to access and maintain specific services, case management activities may include negotiation and advocacy for services, consultation with providers, navigation through service systems, medical care coordination, psycho-social support, supportive counseling, and general client education.

The goal of case management is to promote and support independence and self-sufficiency. As such, the case management process requires the consent and active participation of the client in decision-making, and supports a client's right to privacy, confidentiality, self-determination, dignity and respect, nondiscrimination, compassionate non-judgmental care, a culturally competent provider, and quality case management services.

For families caring for HIV infected or affected children, an additional goal of case management is to maintain and enhance the effective functioning of the family, and to support parents in their care-giving role. Case management services to children must be matched to their age and developmental level, enhance functioning and growth, and include children's participation in decision-making, as appropriate to their age and abilities.

The intended outcomes of HIV/AIDS case management for persons living with HIV/AIDS include:

- Early access to and maintenance of comprehensive health care and social services.
- Improved integration of services provided across a variety of settings.
- Enhanced continuity of care.
- Prevention of disease transmission and delay of HIV progression.
- Increased knowledge of HIV disease.
- Greater participation in and optimal use of the health and social service system that result in improved medical outcomes.
- Reinforcement of positive health behaviors.
- Personal empowerment.
- An improved quality of life.

AIDS Institute Models of Case Management

Recognizing changes occurring in the HIV/AIDS epidemic and in the needs of persons living with HIV/AIDS, the AIDS Institute currently funds multiple models of case management service: **comprehensive case management, supportive case management and medical case management.** These models of case management may be provided in health care or social service settings, in large institutions or small community-based organizations. An agency or program may be approved by the AIDS Institute to provide one model exclusively, or multiple models, depending upon the specific AIDS Institute program requirements, settings and formal arrangement with the AI. Services are supported by grant funds.

Comprehensive Case Management

Comprehensive case management is a proactive case management model intended to serve persons living with HIV/AIDS with multiple complex psychosocial and/or health-related needs and their families/close support systems. The model is designed to serve individuals who may require a longer time investment and who agree to an intensive level of case management service provision. Central to the comprehensive model of case management is service planning, performed in conjunction with a comprehensive assessment and subsequent reassessments of the psychosocial and health care needs of the client and his/her family or close support system. Clients engaged in comprehensive case management will receive frequent contact, follow-up provided in the community and, in some programs, home visitation. Comprehensive case management services may be provided by a single case manager or by a case management team.

The goal of comprehensive case management is to address needs for concrete services such as health care, entitlements, housing, and nutrition, as well as develop the relationship necessary to assist the client in addressing other issues including substance use, mental health, and domestic violence in the context of their family/close support system.

Supportive Case Management

The supportive case management model is responsive to the immediate needs of a person living with HIV/AIDS. Supportive case management is suitable for persons with discrete needs that can be addressed in the short term. Supportive case management is also an appropriate service for clients who have completed comprehensive case management, but still require a maintenance level of periodic support from a case manager or case management team.

Supportive case management may also be provided to clients with multiple complex needs who may best be served by a comprehensive case management program, but who are not ready or willing at this time to engage in the level of participation required by the comprehensive case management model. In this case, supportive case management serves as a means of assisting an individual at his/her level of readiness, while encouraging the client to consider more comprehensive services.

Central to the supportive case management model is follow-up by the case manager or team to ensure that arranged services have been received and to determine whether more services are needed. Clients in supportive case management experiencing a repeat cycle of the same crisis or

problem should be encouraged to enroll in comprehensive case management services, either onsite or offsite, and assisted in attaining these services.

The goal of supportive case management is to meet the immediate health and psychosocial needs of the client at their level of readiness in order to restore or sustain client stability, and to establish a supportive relationship that can lead to enrollment in more comprehensive case management services, if needed.

Medical Case Management

Medical Case Management is a range of client-centered services that link clients with health care, psychosocial, and other services. Unlike Comprehensive and Supportive Case Management, this service model is designed to be provided within a medical setting. The coordination and follow-up of medical treatments are the key components of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care. This is accomplished through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services with a multidisciplinary medical team and community partners required to implement the plan; (4) patient monitoring and interdisciplinary conferencing to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client's engagement with the medical provider. It includes client-specific advocacy for the provision of appropriate medical care and/or review of utilization of services. This includes all types of case management encounters: face-to-face, phone contact, and any other forms of communication.

Medical case management services must be provided by trained professionals who will provide a range of client-centered services that result in a coordinated service and care plan and ultimately retention in care. In addition to retaining clients in HIV primary care, medical case management links clients to sub-specialty medical care, psychosocial services, and other needed services.

HIV/AIDS Employment Initiative Services Application
(To be completed by the applicant)

Applicant Name: _____

Applicant SSN: _____

Applicant FA/SN Case #: _____
(if applicable)

CERTIFICATION ITEM	Yes	No
1. Are you a New York State resident?		
2. Are you HIV+? If yes, identify documentation: _____		
3. Are you a citizen of the United States? If no, answer the following: Do you have a current Employment Authorization document? Immigration status (use number from attached list, status column): _____ INS Form Number (use number from attached list, proof column): _____ Your Alien Number: _____ Your Date of Entry into the U.S.: _____		
4. Do you currently receive benefits under one or more of these programs? Family Assistance/Safety Net Assistance, SNAP (formerly Food Stamps), Medicaid, HEAP (Home Energy Assistance Program) or SSI?		
5. If you did not answer "yes" to question #4, please provide the following information regarding your income, child support obligations, and family size.		
	<u>Source</u>	<u>Yearly</u>
		<u>Monthly</u>
		<u>Weekly</u>
1.		
2.		
3.		
4.		
Child support payments made: \$ _____ per year.		
Total family size is _____.		
(This information will be used to determine if you meet program financial eligibility through the 200% of poverty criteria.)		

Signature of Applicant for Services

Date

Certification Decision

(To be completed by agency representative)

- The applicant is eligible to participate in the program.** Items 1-4 or 1-3 plus 5 above are answered yes.
- The applicant is not eligible for services for the following reason(s):**
 - The applicant is not a resident of New York State
 - The applicant is not HIV+
 - The applicant is not a U.S. citizen or qualified noncitizen
 - The income of the family is above 200% of poverty

Signature of Reviewer: _____

Agency/Organization: _____

Date: _____