



**Office of Temporary
and Disability Assistance**

Release Date: 11/10/2015

Request for Proposals

**REFUGEE SCHOOL
IMPACT GRANT (RSIG)**

Submission Deadline: 12/18/2015

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PART A - SUMMARY INFORMATION

I. INTRODUCTION

The New York State Office of Temporary and Disability Assistance (OTDA), Bureau of Refugee and Immigrant Assistance (BRIA), issues this Request for Proposals (RFP) with the intent to award three contracts from the following five most heavily impacted New York State counties: Erie, Monroe, Onondaga, Oneida and Albany. These funds support local school systems in which significant numbers of refugee children reside. The federal Office of Refugee Resettlement (ORR) specifies that use of these funds must relate to the education and/or acculturation of refugee school-age children. Construction and renovation costs are not allowable under this program.

OTDA/BRIA anticipates distributing approximately \$5 million in Refugee School Impact Grant (RSIG) funds for 60-month contracts under this procurement. All program funds are subject to continued availability and State appropriation thereof. All funds allocated for the administration of the program are received from the ORR. [Note: New York State has been awarded \$1,000,000 for 12 months of operation and anticipates being awarded 4 additional years.]

The deadline for receipt of proposals is 2:00 pm on 12/18/2015. See page 7 for additional information.

- Only proposals submitted by Eligible Grant Applicants, as defined on page 9 of this RFP, will be accepted for review.
- Only proposals that serve Eligible Participants, as defined on page 12 of this RFP, will be accepted for review.

NOTE: For the purpose of this RFP, eligible persons will hereafter be referred to as “refugees” unless special circumstances apply. In the event of federal regulation changes that affect the type of immigration status eligible for these services, contractors will be notified of the change and required to comply with the new criteria for participant eligibility.

If selected, the proposal and all parts of it submitted in response to this RFP may become part of a contract with OTDA/BRIA, subject to approval by the New York State Attorney General and the Office of the State Comptroller. At the time of contract development, awardees will be required to submit additional payment schedules, program information and any revised M/WBE forms and documents for the final contract. Successful grantees will be required to submit all final contract documents, narratives and payment schedules electronically, with the exception of documents requiring an original signature. OTDA/BRIA reserves the right to negotiate any aspect of a proposal other than rates of payment in order to ensure that the final agreement meets OTDA/BRIA objectives and requirements.

PREQUALIFICATION REQUIREMENT

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for proposals to be evaluated. Information on these initiatives can be found on the Grants Reform website at <http://www.grantsreform.ny.gov/Grantees>.

Proposals received from not-for-profit applicants that have not registered and are not prequalified in the Grants Gateway on the proposal due date of **2:00 pm on 12/18/2015 cannot be evaluated. Such proposals will be disqualified from further consideration.**

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [New York State Prequalification System for Grants Contract Vendors Prequalification Manual](#) (A Resource Manual and User's Guide for Not-for-profit Vendors) on the Grants Reform Website details the requirements and a [Streamlining State Grant Processes](#) online tutorial are available to walk users through the process.

1) Register for the Grants Gateway.

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

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

2) Complete your Prequalification Application.

- Log in to the [Grants Gateway](#). **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.
- Specific questions about the prequalification process should be referred to the OTDA prequalification representative, Rick Umholtz at Richard.Umholtz@otda.ny.gov or to the Grants Reform Team at grantsreform@budget.ny.gov.

3) Submit Your Prequalification Application

- After completing your Prequalification Application, click the Submit Document Vault link located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted, the status of the Document Vault will change to In Review.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this opportunity.

II. PROCUREMENT SCHEDULE/SUBMISSION GUIDELINES

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

Release Date of the Request for Proposals.....	11/10/2015
Deadline for Written Questions.....	11/17/2015
Response to Questions.....	11/30/2015
Due Date and Time for Proposals.....	12/18/2015 2:00 pm
Anticipated Notification of Awards.....	03/01/2016
Anticipated Contract Start Date.....	06/01/2016

QUESTIONS AND ANSWERS REGARDING THIS RFP

Prospective applicants may submit questions via fax, email or postal mail correspondence to the individual and address below. Questions must be submitted no later than 11/17/2015 to:

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

OTDA/BRIA will respond in writing to questions by 11/30/2015. A written copy of the questions and answers will be either postal service mailed or e-mailed to applicants who request one. Questions and answers also will be posted on the Grants Gateway website www.grantsgateway.ny.gov and on OTDA's website on the *Contracts and Grants Opportunities* web page, located at <http://otda.ny.gov/contracts/>

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

PROPOSAL SUBMITTAL

Applications must be submitted electronically via Grants Gateway at <https://grantsgateway.ny.gov> by 2:00 pm 12/18/2015. Applicants are strongly encouraged to complete the electronic application submission process several days before the application due date to ensure the application is successfully accepted by <https://grantsgateway.ny.gov>. Applicants should consider that there will be high volume of submissions on the application due date, which may slow down State systems and increase the time needed for applications to be received by <https://grantsgateway.ny.gov>. Applicants must take this processing time into consideration by allowing enough time to enter submissions so that they are submitted error-free by the deadline. **Any proposal received after the deadline may be reviewed at the discretion of OTDA/BRIA. OTDA/BRIA will not accept mailed proposals, faxed proposals, or proposals sent via electronic mail.**

III. FEDERAL AUTHORITY

Section 412(c)(1)(A)(iii) of the Immigration and Nationality Act (INA), 8 U.S.C. §1522(c)(1)(A)(iii) authorizes project grants and contracts for services to refugees where specific needs have been shown and recognized such as education and social services. The Refugee School Impact Grant Program authorizes for the provision of state Refugee School Impact Grant Programs to assist local school systems impacted with refugee children..

More information can be found at the following websites:

<https://www.cfda.gov/>

<http://www.gpo.gov/fdsys/search/home.action>

<http://www.acf.hhs.gov/programs/orr/policy#legislative>

IV. PROGRAM DESCRIPTION

A. Purpose

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

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

B. Background

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

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

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

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

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

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

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

level placement challenging for students with significant interruptions in school attendance or lack of formal schooling.

Therefore, adjustment to school and successful educational growth require a multi-faceted approach. Students, their parents and school personnel need support to address barriers to success. The RSIG Program provides a bridge between the school and the family, the child and his/her peers, the arriving refugee community, and the vast educational system with all of its nuances and rules.

V. ELIGIBLE GRANT APPLICANTS

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

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

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

In order to be notified of future requests for proposals, agencies must be registered on the Grants Reform website. Complete instructions on how to register can be found at the following website: <http://www.grantsreform.ny.gov/Grantees>.

New York State vendors are required to file a Vendor Responsibility Questionnaire available through the New York State VendRep System. Instructions on how to complete and file the questionnaire can be found on the VendRep website www.osc.state.ny.us/vendrep. Vendors may contact the Office of the State Comptroller's (OSC) Help Desk with any questions at 518-408-4672, 1-866-370-4672 or ciohelpdesk@osc.state.ny.us.

VI. SERVICE STRATEGY

RSIG Direct Services consist of the following elements:

- A. Refugee Academy
- B. Refugee Mini-Academy
- C. Academic Coaching (Individual/Group)
- D. School Staff Orientation, Parent Orientation and Family Activities and
- E. Translation and Interpretation Services

A. Refugee Academy

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

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

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

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

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

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

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

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

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

B. Refugee Mini-Academy

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

C. Academic Coaching (Individual/Group)

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

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

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

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

The academic coach provides supportive services to the **students**, such as individual orientation, mentoring, guidance and tutoring in at least one of the languages spoken by the targeted refugee student population. The relationship between the academic coach and student fosters effective coping skills for a school environment. The coach will help refugee students learn appropriate school behaviors, acquire time management and study skills, achieve a balance between home and school and increase understanding of educational requirements. The coach will introduce the student to all pertinent school staff and show the student how to access them.

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

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

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

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

D. School Staff Orientations, Parent Orientations and Family Activities

Successful awardees will provide a **minimum of two group School Staff Orientations** per budget period. Each orientation will include information on the cultures and languages of refugee students (and any other useful topic requested by the school) so that school staff can effectively respond to refugee students' varied needs and stages of adjustment. In this way, refugee children can receive appropriate

guidance and support throughout their school experience from all school staff. Lastly, teachers are able to help the non-refugee students and refugee students to understand each other and promote helpful relationships that can ideally impact refugee students, academically and socially.

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

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

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

E. Translation and Interpretation Services

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

VII. ELIGIBLE PARTICIPANTS

Refugee School Impact Grant funds may be used only for services targeting school-age persons ages 5-21 *and their families*, who are eligible based on their immigration status (see below). The focus of the services should be on those who need help the most: new arrivals that are making initial adjustments and those that have been in the country three years or less. However, services can be provided to those that have been in the country beyond three years and still require assistance.

Eligible Immigration Status

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

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

VIII. FUNDING LIMITATIONS AND PROVISIONS

AVAILABLE FUNDS

Anticipated allocations and continuations of contracts are subject to continued availability of federal funds and state appropriation of the funds thereof. Only federal funds designated for the Refugee School Impact Grant program are available through this RFP. It is estimated that approximately \$1,000,000 will be available through this procurement for the first budget period, beginning June 1, 2016. These funds may not be used to supplant other Federal resources.

DISTRIBUTION OF FUNDS

The highest percentages of school age refugee children in NYS arrive in areas outside of New York City in five upstate counties. Therefore, OTDA intends to fund projects only located in Erie, Monroe, Onondaga, Oneida or Albany. Recognizing that there may be agencies or school districts that can offer a program for significantly less than 1/3 of the available funds, no one applicant will be awarded more than 40% of the funds available. Only one applicant will be funded per selected county (See Selection Process on page 19).

CONTRACT TERM AND BUDGET PERIODS

This RFP governs the provision of funds for the anticipated 60-month contract term starting on June 1, 2016 and ending on May 31, 2021. A Work Plan will be required for each contract's 60-month contract term. Each contract will initially require two Performance Based Budget Summaries, one for the contract's full 60-month term and one for the first 12-month budget period.

During the course of the contract, funds will be made available to contractors for each pre-established budget period. A twelve-month Performance Based Budget Summary will be required from the contractor for each budget period. BRIA anticipates that there will be five budget periods within the contract term:

- Budget Period I: June 1, 2016 to May 31, 2017
- Budget Period II: June 1, 2017 to May 31, 2018
- Budget Period III: June 1, 2018 to May 31, 2019
- Budget Period IV: June 1, 2019 to May 31, 2020
- Budget Period V: June 1, 2020 to May 31, 2021

The contract term and funds are subject to change based on the continued availability of federal funds and is contingent upon sufficient appropriation authority in the enacted State Budget. OTDA/BRIA reserves the right to terminate or amend contracts at any time if the funding becomes unavailable, decreases or increases.

IX. PROGRAM INFORMATION

PERFORMANCE BASED CONTRACTS

Contracts resulting from this procurement will be performance-based. Under this contract, contractors are not reimbursed for line-item expenses. Compensation is directly tied to the completion of deliverables/outcomes or “payment points.” Documentation of the provision of a “task” (allowable service) or a number of tasks to a participant allows a contractor to claim achieved deliverable/outcome. The contractor is paid for the deliverables/outcomes at the established rate, as defined in the contract.

The applicant’s award request is calculated by multiplying the rates for each deliverable/service outcome by the units to be achieved per deliverable/service outcome.

An example of the worksheet (Attachment B-2, Performance Based Budget Summary) that will be used to calculate these costs is included in Part C. Applicants will calculate the 12 month budget period costs of their proposed program in the Budget Screens in Grants Gateway, and upload a completed Attachment B-2 to calculate the costs of a 60-month program.

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

PAYMENT RATES

Completing a line-item budget demonstrates how proposed program costs generate the proposed unit cost (rate) of each payment point of the program. The completion of an electronic budget (e-budget) for a twelve month period is required; please follow the instructions that begin on page 26. Please complete the Performance Based Budget Summaries on page 41 after completing the e-budget. These summarize the proposed unit costs as generated by your completed e-budget, and the number of payment points for the 12 month budget period and 60-month contract term.

PAYMENT POINTS: Definitions, Allowable Services, and Documentation

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

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

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

Deliverable	Objective	Tasks	Documentation Requirements
<p>Refugee Academy</p>	<p>A minimum of a two week summer school/orientation program (50 hours) divided into a minimum of five classrooms by school level: two elementary, one middle and two high schools. Further divisions may be proposed by the applicant.</p> <p>A minimum of one Refugee Academy per budget period is required. Refugee academies must serve at least 45 students each.</p> <p>Refugee Academy is a non-client specific payment point.</p>	<p>Each Refugee Academy will directly provide or arrange for all eight required services:</p> <p><u>Required Services</u></p> <ol style="list-style-type: none"> 1. Daily nutritious meals and snacks for students attending Refugee Academy 2. Student school enrollment and registration for breakfast, lunch and after school programs 3. Coordination of student placement testing 4. Immunizations verification 5. Refugee student orientation - school and classroom culture 6. English as a Second Language 7. Field trips, recreational activities 8. Coordination to meet other needs such as clothing and material needs, additional educational opportunities, special case management services 	<ul style="list-style-type: none"> • Attendance log signed daily by instructor • Log of daily lesson plans and actual activities • Classroom file <ul style="list-style-type: none"> ○ Within 30 calendar days of the first service to the student, the classroom file will contain the following for each student attending the academy: <ul style="list-style-type: none"> ➤ Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor ➤ Copy of the child's immigration status documentation as described in the ORR State Letter 00-17

<p>Refugee Mini-Academy</p>	<p>An abbreviated version of the Refugee Academy (minimum of 15 hours) to occur during the school year, divided into a minimum of three classrooms by school level: elementary, middle and high school. Further divisions may be proposed by the applicant.</p> <p>A minimum of one Mini-Academy per budget period is required.</p> <p>Refugee Mini-Academy is a non-client specific payment point.</p>	<p>Each Refugee Academy will directly provide or arrange for all eight required services:</p> <p><u>Required Services</u></p> <ol style="list-style-type: none"> 1. Daily nutritious meals and snacks for students attending Mini-Academy 2. Student school enrollment and registration for breakfast, lunch and after school programs 3. Coordination of student placement testing 4. Immunizations verification 5. Refugee student orientation - school and classroom culture 6. English as a Second Language 7. Field trips, recreational activities 8. Coordination to meet other needs such as clothing and material needs, additional educational opportunities, special case management services 	<ul style="list-style-type: none"> • Attendance log signed daily by instructor • Log of daily lesson plans and actual activities • Classroom file <ul style="list-style-type: none"> ○ Within 30 calendar days of the first service to the student, the classroom file will contain the following for each student attending the academy: <ul style="list-style-type: none"> ➤ Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor ➤ Copy of the child's immigration status documentation as described in the ORR State Letter 00-17
<p>Group Events</p>	<p>School staff orientation is an event to orient school staff to the refugee experience. (A minimum of two per budget period is required)</p> <p>Parent orientation is an event to orient parents to their child's school experience. (A minimum of four per budget period are required).</p> <p>Family activities</p>	<p>Providing one allowable service allows the contractor to claim one Group Event payment point.</p> <p><u>Allowable Services</u></p> <ol style="list-style-type: none"> 1. School staff orientation 2. Parent orientation 3. Family activity 	<ul style="list-style-type: none"> • Copy of the event's agenda • Copy of the participant attendance sign-in sheet that includes date, time, location and staff person • Brief written description of the event (post event) • Statement from school that the event took place

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

<p>Academic Coaching – Group</p>	<p>Services are provided in a group setting to students, that benefit the child's education and transition to school</p>	<p>Providing one allowable service in a group setting to the student allows a contractor to claim one Academic Coaching - Group payment point.</p> <ol style="list-style-type: none"> 1. Homework club 2. After school social activity 3. Group educational activity 	<p>Within 30 calendar days of the first service to the student, the child/family file will contain the following:</p> <ul style="list-style-type: none"> • Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor <ul style="list-style-type: none"> ➤ Copy of the child's immigration status documentation as described in the ORR State Letter 00-17 • Attendance log signed by the academic coach. • Brief written description of the activity (post activity)
<p>Translation and Interpretation Services</p>	<p>Services provided to the student, parent and/or school staff that benefit the child's education and transition to school. Interpretation is defined as oral translation for parties conversing in different languages, including the immediate communication of meaning from one language into another. Translation is defined as the act or process of converting written words from one language into their complete, accurate and intended meaning in another language resulting in a written document in the other language.</p>	<p>Providing one service allows the contractor to claim one Translation or Interpretation Service payment point.</p> <ul style="list-style-type: none"> • A payment point may be achieved by providing the same service(s) more than once, if necessary. <p><u>Allowable Services</u></p> <ol style="list-style-type: none"> 1. Translation, including, but not limited to sight translations of a written document orally into another language. 2. Interpretation <p>There is no payment limit per individual per budget period.</p>	<p>Within 30 calendar days of the first service to the student, the child/family file will contain the following:</p> <ul style="list-style-type: none"> • Application for Services/ Consent form signed and dated by parent/guardian, agency representative and agency supervisor • Copy of the child's immigration status documentation as described in the ORR State Letter 00-17 • Detailed case note entry of services provided to the individual and any other such documentation as required by OTDA

Additional Payment Point Information

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

X. SELECTION PROCESS

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

Pay particular attention to the Minority and Women Owned Business (M/WBE) requirements.

OTDA/BRIA will select contractors based on several considerations:

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

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

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

OTDA/BRIA intends to award the available funds evenly amongst the three awardees.

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

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

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

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

Technical Evaluation	Maximum Points
Agency Experience & Capacity	15
Program Description & Implementation	50
Financial Evaluation	
E-Budgets & Performance Based Budget Summaries	25
Unit Cost per Unduplicated Student	10
TOTAL	100

MAINTENANCE OF EFFORT

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

XI. AWARD PROCEDURES

CONTRACT DEVELOPMENT PROCESS

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

The contracts will have a term of 60 months and will contain work plans and performance based budget summaries reflecting goals for a 60 month time period and a performance based budget summaries for each 12 month budget period.

PAYMENT

The contractor will not be reimbursed for line item expenses. Under performance-based contracts, the contractor will be paid for achieving specified deliverables/outcomes described herein. Payment will be made only for deliverables/outcomes for which outcomes are documented and for which vouchers are submitted by the required due date.

No payments will be made until the contract is fully executed and signed by the State Comptroller and the State Attorney General. Once the contract has been fully executed by OTDA/BRIA (signed and approved by OTDA/BRIA, the State Attorney General and the Office of the State Comptroller), OTDA/BRIA may, at its discretion, advance up to 25 percent of the first budget period amount, if requested and if deemed appropriate by OTDA/BRIA. There will be no advances for subsequent budget periods. No payments will be made until the contract is fully executed and signed by the State Comptroller and the State Attorney General. Contractors will work at their own risk if they conduct program activities before the contract is executed.

XII. REPORTS AND RECORD KEEPING

RECORD KEEPING

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

However, if any claim, audit, litigation, or State/Federal investigation is commenced before the expiration of the aforementioned record retention period, the records must be retained by the contractor until all claims or findings regarding the records are finally resolved. OTDA/BRIA or its designee shall have access to any records relevant to the project (including but not limited to books, documents, photographs, correspondence, and records), for audits, examinations, transcripts, and excerpts. If OTDA/BRIA determines that such records possess long-term or historic value, they must be transferred, upon request, to OTDA/BRIA.

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

REPORTING AND VOUCHERING REQUIREMENTS

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

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

- The WEB browser Microsoft Internet Explorer (version 8.0 or greater). This is free and can be downloaded from the Microsoft website
- Internet service (via DSL, Cable Modem, Dial-up, etc.)
- Desktop computer(s) or laptop computer(s) with internet access
- Laser Printer

Contractor staff, including fiscal staff, should have computers capable of accessing BIN.

Reports and vouchers must be submitted by the contractor on a quarterly basis during the contract term, unless otherwise specified. Payments will be based on vouchers and any necessary documents that support the deliverables/outcomes in the performance based budget summary. Additional reporting, as may be determined by OTDA/BRIA, may also be required. Participant-specific deliverables/outcomes require a Social Security Number (SSN) to be entered into BIN to claim deliverables/outcomes for allowable services provided to a participant.

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

BIN provides contractors and subcontractors access to individual participant application for services, family self-sufficiency, and individual service plan screens for the purposes of screening and enrolling applicants, establishing financial targets for employment outcomes (if applicable), and developing service plans. A participant's service history with any OTDA/BRIA contractor will be made available to contractor/subcontractor intake staff to assist in data collection and in determining the potential for payment for service outcomes for the participant.

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

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

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

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

Contractors will be expected to comply with Grants Gateway quarterly reporting.

CASE RECORDS

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

MONITORING

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

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

AMENDMENTS TO THE CONTRACT

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

XIII. GENERAL TERMS AND CONDITIONS

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

If additional funding becomes available, OTDA/BRIA reserves the right to subsequently reconsider eligible proposals submitted in response to this RFP at that time, using the same scoring criteria and award methodology. Updated information may be requested as deemed necessary by OTDA/BRIA. OTDA/BRIA also reserves the right to issue a new RFP to solicit new proposals.

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

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

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

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

Any contract awarded pursuant to this RFP will be subject to the Office's processing procedures for contracts of this type, including approval as to form by the State's Attorney General, and as to award by the NYS Division of Budget and by the NYS Office of the State Comptroller.

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

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

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

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

The proposal of the successful applicant will serve as the basis for the contract, the terms of which will be modified within the context of this RFP. The following will be incorporated into any contracts resulting from this RFP:

- NYS Master Contract Terms and Conditions
- Attachment A-1, (Program Specific Terms and Conditions)

- Attachment A-2 (Federally Funded Grants)
- Attachment B-2, (Performance-Based Budget)
- Attachment C (Work Plan)
- Attachment D (Payment and Reporting Schedule)

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

Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA/BRIA of third parties with regard to applicant's experience or other matters relevant to the proposal. OTDA/BRIA reserves the right to request and consider additional information from any applicant beyond that presented in the initial proposal. The award of the contract, if any, may be made in reliance on additional information requested. Such information may include budget justification, program information, operation details, personnel information, or other funding source information.

All products, deliverable items, and working papers resulting from this contract will be the sole property of OTDA/BRIA and the applicant is prohibited from releasing these documents to any persons other than the Commissioner of the Office of Temporary and Disability Assistance or his/her designee unless authorized by the Office to do so.

The proposal shall be signed by an official authorized to bind the applicant and shall contain a statement to the effect that the proposal is a firm offer for a 180-day period. The proposal shall also provide the name, title, address, telephone number, and area code of individuals with authority to negotiate and contractually bind the corporation or municipality and who may be contacted during the period of proposal evaluation.

XIV. Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Participation Requirements

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 and 5 NYCRR 140-145 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 establishes 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 30% for MWBE participation, 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified 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 its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that OTDA may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. 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, the 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 demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting their contract manager. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder’s MWBE requirements please see the attached MWBE guidance, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

An MWBE Utilization Plan 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.

OTDA will review the submitted MWBE Utilization Plan and advise the Bidder of OTDA acceptance or issue a notice of deficiency within 30 days of receipt.

If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OTDA, [address phone and fax information], 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. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

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

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the OTDA, 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 – Standard Clauses for All New York State Contracts 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, 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.

The Bidder will be required to submit a Minority and Women Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Form OTDA 4970, to OTDA with their bid or proposal.

For purposes of this solicitation, OTDA hereby establishes an Equal Employment Opportunity participation goal of 10-20%. To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Form OTDA 4934 - Staffing Plan) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, on a quarterly basis or upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting their contract manager.

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,

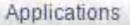
suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

PART B – Instructions for Completing the Application

Please read Pages 1-25 of the Request for Proposals carefully before completing the application. The entire Refugee School Impact Grant Program Application must be submitted in Grants Gateway. Read and follow all instructions while completing the screens in Grants Gateway. A printed version of the application appears in Part D.

Completing the Application

Here are some general guidelines for navigating the Grants Gateway System:

- Log into Grants Gateway as a Grantee, Grantee Signatory or Grantee System Administrator.
- Click the **VIEW OPPORTUNITIES** button.
- From the “search by funding agency” drop-down menu, select Office of Temporary and Disability Assistance. Click **SEARCH**.
- Locate Refugee School Impact Grant Program and click on the blue link.
- Click the **APPLY FOR GRANT OPPORTUNITY** button.
- From the  [Forms Menu](#), complete the forms described in these instructions. Screens from the Forms Menu do not have to be completed in any particular order. Certain forms may be left blank if they do not apply to your application, such as the budget items not requested. There will be a “global warning” error if you try to submit an application without completing required forms.
- You must **SAVE YOUR WORK** **SAVE** before moving onto a new screen.
- If you do not complete the application in one session, it will be in your “tasks” box,  **Mv Tasks**, labeled . Another way to find an application in process is to click the  at the top of the screen.

Please note: Although those logged in as Grantee may work on the application, only those logged in as a Grantee Signatory or a Grantee System Administrator can submit the application to the State.

When the application is ready for submission, click the  [Status Changes](#), then click the **APPLY STATUS** button under “application submitted”.

Other helpful information:

- There is a Grantee Application Tutorial Video available. After logging into Grants Gateway, click the **Training Materials** tab at the top of the screen.
- Helpdesk information: Monday thru Friday 8am to 8pm
 - Phone: 1-800-820-1890 Email: helpdesk@agatesoftware.com

Screens to complete in the Forms Menu in Grants Gateway are as follows:

Find **VIEW OPPORTUNITIES** Enter your search criteria then click **SEARCH**.

Click the link for your opportunity.

From the  [Forms Menu](#), complete the following Forms/Screens listed below. Sections from the **Forms**

Menu do not have to be completed in any particular order. You must save **SAVE** your work before moving onto a new screen. If you do not complete it all in one session, search for the application in progress from the application link at the top of the screen when you return. After each section is completed and saved, return to the  [Forms Menu](#) and click on the next section to be completed.

Project Site Address Screen- Enter all the site addresses, one site per screen, including agency specific regional information. Regional council is n/a.

Click **SAVE**

Click **ADD** for additional screens.

Program Specific Questions- Follow the instructions at the top of the screen. Answer all questions in this section. Narrative answer spaces are limited to maximum of 4,000 characters text and OTDA expects answers to be concise. Upload forms when required. Upload optional forms when applicable or write n/a in the narrative answer space.

Click **SAVE**

Proceed to  and complete the E Budget as instructed below.

E-Budget

These instructions should be used to complete the electronic budget (e-budget) for the Refugee School Impact Grant Program. Although contracts awarded will be performance based, a line item budget is required.

The E-budget is an Excel spreadsheet that contains preset formulas to perform calculations and transfer data

to summary matrices. You will find the E-Budget spreadsheet in the  section on the Forms Menu

When developing the budget, you must include all expenses necessary for running the project as described in the Workplan. The budget should show all expenses associated with running the project for a 12-month period.

Instructions for Completion of the E-Budget

On the e-budget, you will note that data entry is only permitted in the yellow cells. Although this is a template, it works like any other spreadsheet (e.g., to move among worksheets, click on the tabs containing the worksheet names on the bottom of the screen, entries need to be saved, etc).

The section where a narrative is required is slightly different. Click on the cell where you want to display narrative information and type. Unfortunately, Excel does not allow you to make separate paragraphs without making different cells.

As sheet one is the Summary sheet, check this sheet last. Work on the budget subcomponent sheets first. Information from these sheets will be electronically transferred to the Summary sheet.

To print out a copy of the template for the budget, select File, Print, and Entire Workbook. If you wish to print only one budget or just the Summary select: File, Print, and Active Sheet(s).

After completing the E Budget please upload through the browser window in the  section.

Summary Sheet

Enter name of applicant organization, contact name and telephone number.

1. Budget Expense Summary

All projected expenses will be listed here. Each of the dollar amounts entered on this summary are first determined by completing the individual Expense Details on the following sheets. Complete the Expense Details sheets first. The Expense Details totals are electronically transferred to this section.

After completing the Expense Details sheets first, enter the number of unduplicated students to be served for a 12 month period into the yellow cell. After doing so, the Unit Cost per Unduplicated Student is generated (Total project expenses divided by the number of unduplicated students to be served equals the unit cost per unduplicated student).

2. Anticipated Revenue

This value should be the same as "Total Project Expenses" in section 1: Budget Expense Summary.

3. Payment Points

As noted on page 14 of the RFP, the contracts are performance based. Compensation is directly tied to the completion of service outcomes or "payment points". Enter the number of units (number of service outcomes) to be completed for each payment points for a 12 month period. After doing so, the rate of reimbursement of each Payment Point is generated.

PLEASE NOTE:

You should take into consideration the number of payment points that you can reasonably achieve, thereby ensuring that you would complete sufficient payment points to earn the contract value. Discuss each Payment Point Summary Form with your fiscal office staff to jointly develop a realistic view of your organization's financial needs (projected program operating costs).

Budget Sections 1-A through 1-J

Enter the data noted in yellow. Data from these sections will be electronically totaled and transferred to the summary page.

1-A Through 1-J Overview

Sections 1-A through 1-J are also referred to as "Expense Details." The total amount of each Expense Detail should be shown in the appropriate budget line in Section 1: Budget Expense Summary.

The first two Expense Details are personnel-related (Salaried Employees/Hourly Employees and Fringe Benefits Expense). They require certain calculations and that each employee be listed. The remaining seven Expense Details: Consultants, Travel, Equipment, Supplies, Contractual, Space/Other and Indirect Charges, can all be completed in the same manner since the forms have identical components. Computations and hourly wages may have cents in them, however round figures to the nearest dollar.

In Expense Details 1A-1J, you will have to complete the yellow Explanation sections. Explanation is the section for a description of what the individual costs is the category of expense and how these costs relate to the project. Please provide the formula to compute expenses and the methodology used to allocate individual costs to this project.

1-A Personnel Expense Detail:

Employees who should be included on this form are those who will be paid in full or in part from “this contract.”

For the purpose of this contract:

- Salaried Employee – a person whose pay is determined on a basis other than hourly, e.g., weekly, biweekly, monthly or annually.
- Hourly Employee – a person whose pay is determined on an hourly basis.

To complete the form:

List the “Titles” of the appropriate salaried personnel.

Enter in “Total Annual Salary” column the employee’s total annual salary from the organization.

Once you have computed each line item, add down the columns. Transfer “Total Personnel Expenses” (Salary Total + Hourly Employee Total) to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

In the explanation section, please provide the formula to compute expenses and the methodology used to allocate individual costs to this project.

1-B Fringe Benefits Expense Detail:

For all employees, both salaried and hourly, you are required to pay mandatory employer payroll taxes: Social Security (FICA), NYS Unemployment Insurance (SUI), NYS Disability Insurance and Workers’ Compensation. You may provide additional fringe benefits such as pension, health, life or dental insurance.

Please provide a list of all fringe benefit categories and percentage value in the “Explanation” section.

Enter employees’ Titles and Fringe Percentage. The total fringe benefits per employee should be noted in the “Total Fringe” column. (E-budget will electronically complete this exercise).

Transfer “Total Fringe Benefits Expenses” to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

In the explanation section, please provide the formula to compute expenses and the methodology used to allocate individual costs to this project.

1-C Consultant Expense Detail:

Consultants are self-employed individuals who are not supervised by your organization. They perform their jobs according to general descriptions provided in written agreements. Since they are not employees, they are responsible for their own mandatory fringe benefits, i.e., employer share of Social Security, Workers’ Compensation and SUI, and are responsible for remitting their own State and Federal Income Taxes. Other consultant expenses, such as travel, should be included in the consultant rate.

In the Explanation Section, explain why you need to use a consultant. Attach a copy of the Consultant Agreement(s) with the application. If the consultant has not been selected and/or no Agreement is attached, you must indicate how the consultant costs were estimated and include a statement that an Agreement will be submitted prior to vouchering and will be subject to prior approval. Paid consultants may not be members of the Board of Directors.

In the Computation, indicate how each consultant will be paid, e.g., \$20/hour x 80 hours, or 6 days at \$75/day.

Total cost of each consultant should be noted in the "Total Contract" column. (E-budget will electronically complete this exercise).

After you have computed each line item, add down the column "Total Contract." Transfer the total to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

In the explanation section, please provide the formula to compute expenses and the methodology used to allocate individual costs to this project.

1-D Travel/Per Diem Expense Detail:

Travel may be used in several different ways, e.g., to transport project participants to the project location(s), to send employees to different organization locations, for outreach purposes, etc.

In the Explanation Section, describe who is traveling, to where they are traveling, and how it is necessary to the project. Consultant travel should not be included here but should be included in the consultant rate. In the explanation section, also provide the formula to compute expenses and the methodology used to allocate individual costs to this project.

In the computation for each item of travel, show the calculation used to determine the cost, i.e., $\$0.445 \times 100$ miles = \$44.50, or 100 bus tokens at \$1.00 = \$100.00.

Calculate the total for each type of travel expense and note this value in the "Total Contract" column. (E-budget will electronically complete this exercise).

After you have computed each line item, add down the "Total Contract" column. Transfer the total to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

New York State has travel rates established for its employees. The rates you charge may not exceed the current approved NYS rates. The mileage rate is currently \$0.445 per mile for personal car. Hotel and per diem vary upon the destination. Should you spend more than the established NYS rates, you will be reimbursed only up to the NYS rates. A guide is available upon request for both in-state and out-of-state travel. Out-of-state travel expenses must be approved prior to claiming.

1-E Equipment Expense Detail:

Equipment is any non-consumable, tangible property having a useful life of more than one year. Three written bids in response to written specifications are required for items costing \$5,000 and over. Three telephone bids are required for items costing between \$501 and \$5,000. Items costing \$500 or less per item are considered supplies and should be listed in the Supply Expense Detail (1F). The bids must be attached to the contract. The amount of the bid you have selected should be in the budget. If you have not yet sought bids or decided which bid to select, include a statement that bids will be provided prior to vouchering.

In the Explanation, describe the equipment and how it relates to service delivery. If other than the lowest bidder is selected, provide a statement indicating why that vendor was selected. Factors that may influence selection are free delivery and installation, special features, better warranty or maintenance agreement, etc. Also include the methodology used to allocate costs to the Program.

In the computation, indicate the cost for each item of equipment. The total cost of each type of equipment should be noted in the "Total Contract" column. (E-budget will electronically complete this exercise).

After you have computed each line item, add down the column: "Total Contract." Transfer the total to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

1-F Supply Expense Detail:

Supplies are those items that will be consumed during the life of the project. They may include office supplies, program supplies, janitorial supplies, etc.

In the Explanation Section, describe how the purchase of supplies relates to service delivery and the methodology for allocating supply costs to the program.

In the Computation, provide costs for each type of item. If you are buying large ticket items that do not qualify as equipment (less than \$500 per item, for example, a copier or office furniture) please provide per item prices. If you are purchasing consumable supplies, you need not provide as much detail (for example, file folders, copy paper, pens, etc. may be grouped together and listed as Consumable Office Supplies, without the need for a per item cost). Enter the total amount for each.

The total cost of each supply listed should be noted in the "Total Contract" column. (E-budget will electronically complete this exercise).

After you have computed each line item, add down the column: "Total Contract." Transfer the total to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

1-G Contractual Expense Detail:

This section should include any costs that have a formal (written) or informal (oral) contract, other than consultant agreements. Examples include rental/lease of equipment, rental of real estate, insurance, printing, photocopying, payroll services, janitorial services, etc.

If contractual services are to be paid for by this contract, you must include documentation for contracts, such as the real estate lease or insurance policy. If documentation is not available, include a reasonable estimate along with the basis for the calculation used to determine the cost.

In the Explanation Section, describe why the contractual services are needed for service delivery and methodology used to allocate costs to the program. If the costs to be paid for by this contract are estimated (there is no contractual agreement as of yet), include a statement that documentation will be submitted prior to vouchering and will be subject to prior approval.

In the Computation, list each contract. The total for each contract should be noted in the "Total Contract" column. (E-budget will electronically complete this exercise).

After you have computed each line item, add down the column: "Total Contract." Transfer the total to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

1-H Space/Other Expense Detail:

This section should include any costs that do not fit into the other expense categories. Examples include postage, telephone, office space, utilities, conference fees, advertising and stipends.

In the Explanation Section, describe how Other Expenses relate to service delivery and the methodology used to allocate these costs to this contract. Also list each type of cost, the total cost, and any calculation (40 percent of total utility, costs, etc.) used to allocate costs.

Totals for each entry should be noted in the "Total Contract" column. (E-budget will electronically complete this exercise).

After you have computed each line item, add down the column "Total Contract." Transfer the total to Section 1: Budget Expense Summary. (E-budget will electronically complete this exercise).

1-J Administrative Costs.

Allowable administrative costs are those costs charged to each pertinent budget item for administering the program, and which are directly related to the service provided by the program. Allowable administrative costs are delineated in federal Office of Management and Budget (OMB) Circulars A-87, A-110, A-122, and A-133.

- Clearly identify the types of Administrative Costs that are directly charged to this contract so that they can be easily found and compared with the line item expenses.
- Calculate Subtotal. (E-budget will electronically complete this exercise).
- Calculate Total Administrative Costs. (E-budget will electronically complete this exercise).
- Add this amount to the Indirect Cost amount, if any.
- The total should not exceed 15 percent of the budget total.

Note: Due to whole dollar rounding from the E Budget, the Category Total Line will be slightly higher than the figure in cell C28 on the Summary Sheet Tab of the E Budget.

Performance Based Budget Summary Screens-

- Under "Financial", using the rates per unit derived from the completed e-budget as a guide, complete "Total Amount Per Unit" and "Grant Amount Per Unit".
- Complete the Performance Based Budget Summary screen for **ANNUAL** grant funds requested for the first budget period.
- Complete the Performance Budget by clicking the **ADD** in the top right corner of the screen.
- Under "Details" in the textbox next to "Deliverable/Outcome" type the deliverable/outcome (ex. Academic Coaching - Group) that your agency will provide.
- The same number should be in both boxes.
- Under "Number of Units" include the **ANNUAL** units of the deliverable/outcome your agency is proposing.
- Under "Total Grant Funds" put the amount per unit multiplied by the number of units to get the total amount being requested for the deliverable/outcome.
- Click **SAVE**
- Repeat this process for each deliverable/outcome your agency will provide in your proposed Work Plan.
- Only use whole dollar amounts for funds requested.

Performance Based Budget Summary- Summarization of all Performance Budget Detail items for the first proposed budget period. You do not make any changes to the budget here.

Note: Due to whole dollar rounding from the E Budget, the Category Total Line will be slightly higher than the figure in cell C28 on the Summary Sheet Tab of the E Budget.

Work Plan: Grant Opportunity Defined Screens- Section consists of the work plan overview form, deliverables/outcomes, tasks and performance measures.

Work Plan Overview Screen- This section should be completed from an annual perspective. Therefore the first annual Work Plan should be June 1, 2016 – May 31, 2017.

Follow the instructions on the screen. Additionally, your response should address the following:

In the Project Summary section:

- Describe the agency's experience in providing services that address the serious short and long-term educational issues facing New York's school-aged refugee children; ease their transition into elementary, middle, and high school systems; empower refugee parents to be effective partners in the education of their children; and support local school systems most heavily impacted by high number of refugee students.
- Describe your agency's experience in providing services to refugee and/or other eligible populations.
- Describe how you will utilize your current expertise and capacity to implement services under this program. In particular, describe how your agency plans to enroll and serve newly arrived eligible school age refugee children ages 5 –21 and their families.
- If applicable, describe the process to enroll and serve eligible school age refugee children ages 5-21 that have resided in the country for more than three years.
- Describe other programs or services that your agency operates that will enhance the effectiveness of your proposed program.
- Describe in detail your agency's relationship or planned collaborative agreement with the school(s) or local refugee service provider agency. Include a Letter(s) of Intent from the school(s) or local refugee service provider agency, indicating support for your proposal and willingness by the school to participate.
- Describe your agency's working relationships with other local agencies. What specific resources will your Refugee School Impact Grant Program clients gain through these relationships?
- Describe the characteristics of eligible school age refugee children for whom services will be provided. Indicate the primary populations to be served and their locations.
- Describe any barriers and issues that may affect the eligible school age refugee child's successful integration into the American school system and how they will be addressed.
- If applicable, include a list of proposed subcontractors, including agency name, contact person, address, phone number and the specific payment points that you propose each subcontractor to provide

In the Organizational Capacity section:

- Describe staff language capacity and how services will be provided in a culturally and linguistically appropriate manner. Also describe how staff will assist members of the target population for whom the agency has no language capacity.
- Describe in detail your process for monitoring your subcontractors, if any.
- Detail how you will comply with New York State transportation safety requirements (i.e., booster seats, license of private car drivers; school buses, transportation services).
- Describe your process in obtaining required staff background checks prior to their start of employment.

Objectives and Tasks Screen-

- Each objective will appear on its own screen.
- To start, select the objective you want to work on from the drop down and click **GO** (Example: Academic Coaching-Individual).
- Next to the required and/or allowable task you want to work on, click [View/Add](#) under Performance Measure (Example: Guidance).
- In the Performance Measure Name field, enter your first task.
- This field allows for very few characters (Example: Classroom/Grade level placement assistance).
- In the Narrative field define in sufficient detail (who, what, when, where, how) the method of service delivery providing the required and/or allowable tasks to achieve the objective.
- **SAVE**
- Using Academic Coaching - Individual as an example, if you have more than one service, click **ADD** at the top of the screen and enter a different performance measure (Example: Homework Assistance/Tutoring), and complete the Narrative field.
- **SAVE**
- There is a 1,000 character limit on the performance measure narrative section.
- Although not required, examples of the lesson plans and event agendas, etc. may be attached.

For each task, include the number of staff and each staff person's role and responsibilities in providing the required and/or allowable task.

If a subcontractor will provide a required and/or allowable task, indicate such.

- **REFUGEE ACADEMY** Describe and define each service that you will provide and how each will be delivered. Please include descriptions on how the agency will implement the Refugee Academy and activities that will take place on a day to day basis.
- **REFUGEE MINI ACADEMY** Describe and define each service that your agency will provide and how each will be delivered. Please include descriptions of how the agency will implement the Refugee Mini Academy and activities that will take place on a day to day basis and when during the school year the Mini-Academy (ies) will occur.
- **GROUP EVENTS** Describe and define each service that you will provide and how each will be delivered. (Group, workshop, individual). Please include descriptions of the activities or tasks that will take place and on what basis (weekly, monthly, etc.). Service providers are not required to provide all allowable Group Events tasks.
- **ACADEMIC COACHING - INDIVIDUAL** Describe and define each service that you will provide and how each will be delivered (weekly, monthly, etc). Service providers are not required to provide all allowable Academic Coaching- Individual tasks.

- **ACADEMIC COACHING - GROUP** Describe and define each service that you will provide and how each will be delivered (weekly, monthly etc). Service providers are not required to provide all allowable Academic Coaching-Group tasks.
- **TRANSLATION AND INTERPRETATION SERVICES** Describe and define each service that you will provide and how each will be delivered. Service providers are not required to provide all allowable Translation and Interpretation Services tasks.

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

- In the [Pre-Submission Uploads](#) section of the forms menu, there is an Excel document of Attachment B-2 Performance Based Budget Summary form on which the applicant must indicate the funds requested for the 12 month budget period and 60-months contract term.

Attachment B-2 - Performance Based Budget Summary*
 Attachment B-2 - Performance Based Budget Summary 63 month
 No file chosen
Document Template: [Click here](#)
[View File](#)

- This form should correlate with the budget developed on the Performance Budget screens.
- **Please note: Although those logged in as Grantee may work on the application, only those logged in as a Grantee Signatory or a Grantee System Administrator can submit the application to the State.**

PART C – Forms to Upload

Upload all required forms in the places designated throughout the application:

- **General Information** Complete all applicable sections and upload with the application
- **Agency Organizational Chart** Upload your agency's organizational chart.
- **Participant Flow Chart** Upload a participant flow chart depicting your agency's service delivery sequence.
- **Key Personnel Profile** Upload a chart that depicts the staff involved with the project. For each staff member listed, include the person's name and job title, the responsibilities of the person, the required qualification for the position, the name and title of the supervisor, and the full time equivalent (FTE) of the person's position.
- **E-Budget**
- **Attachment B-2 Performance Based Budget for 12 and 60 Month Contract Term** Complete and upload the performance budget for the 12 and 60-month contract term based on the unit rates established on the annual budget completed on the Performance Based Budget Summary screens.

- **Agency Agreement Form** Sign, complete and upload with the application
- **Certification** Sign, complete and upload with the application
- **Subcontractor and Supplier Identification Form** Complete all applicable sections and upload with the application.
- **Equal Employment Opportunity Staffing Plan-** Complete all applicable sections and upload with the application.
- **M/WBE – EEO Policy Statement-** Complete all applicable sections and upload with the application.
- **M/WBE Certification Good Faith Efforts-** Complete all applicable sections and upload with the application.
- **Minority/Women Owned Business Enterprise (MWBE) Subcontractors and /or Suppliers Letter of Intent to Participate-** Complete all applicable sections and upload with the application.

The **New York State Vendor Responsibility Questionnaire Not-For-Profit Business Entity** is also attached below (page 44), but will not be a required upload in Grants Gateway. Instructions on how to complete and file the questionnaire can be found on the VendRep website www.osc.state.ny.us/vendrep. The **New York State Grants Gateway Vendor's Quick Start Guide** can be downloaded via the Pre-Submission Uploads screen in Grants Gateway or found online at http://grantsreform.ny.gov/sites/default/files/grantee_quick_start_guide.pdf

No further entries on this page.

GENERAL INFORMATION

RSIG APPLICANT PROJECT INFORMATION

INDICATE TYPE OF ORGANIZATION CARRYING OUT THE ACTIVITY:

PUBLIC AGENCY **FAITH BASED NON-PROFIT** **OTHER NON-PROFIT**

APPLICANT NAME: _____

EXECUTIVE DIRECTOR: _____

BUSINESS ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

PHONE: (____) _____ FAX :(____) _____

Email Address: _____

PROJECT ADDRESS (if other than business address):

PROGRAM CONTACT: _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE: (____) _____ FAX :(____) _____

Email Address:

What is your organization's Federal Employer Identification number? _____

Applicant Fiscal Year: (Example: July 1 - June 30)? _____

Please provide the following identifying information regarding the project:

Community District(s) *NYC only*:

Federal Congressional District(s):

State Assembly District(s):

State Senate District(s):

What is your organization's **six digit** State Registered Charitable Organization number? _____

Is your organization current with the NYS Office of the Attorney General Charities registration filing requirements? _____ YES _____ NO

If not, why? _____

COUNTY/ COUNTIES (WHERE SERVICES ARE TO BE PROVIDED) _____

ACCESSIBILITY DETERMINATION

Is project site: wheelchair accessible? Yes No

Does your agency conform with Title III ADA requirements? Yes No

If facilities are not accessible to persons with disabilities, state what physical changes will be made to conform to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, and the expected completion date for any such physical changes.

Are materials available in alternative formats for persons with disabilities? (i.e. Braille, Audio Recording etc.)

Yes No

No further entries on this page.

Attachment B-2 Performance-Based Budget

Attachment - B2 Performance Based Budget				
Summary				
PROJECT NAME:		Refugee School Impact Grant Program		
CONTRACTOR SFS PAYEE NAME:				
CONTRACT PERIOD		From: 06/01/2016		
To: 05/31/2021				
DELIVERABLE/OUTCOMES	TOTAL	% OF TOTAL GRANT AMOUNT	NUMBER OF UNITS	GRANT AMOUNT PER UNIT
Refugee Academy	\$0	#DIV/0!		
Refugee Mini Academy	\$0	#DIV/0!		
Group Events	\$0	#DIV/0!		
Academic Coaching (Individual)	\$0	#DIV/0!		
Academic Coaching (Group)	\$0	#DIV/0!		
Interpretation and Translation Services	\$0	#DIV/0!		
Total Amount	\$0	#DIV/0!		

AGENCY AGREEMENT

It is understood and agreed to by the applicant that (1) This RFP does not commit the New York State Office of Temporary and Disability Assistance (OTDA) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. (2) 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 Offeror or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Offeror. (3) OTDA reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP, including time frames for submission thereof. (4) 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 the applicant's experience or other matters deemed by OTDA relevant to the proposal. (5) Funds granted for this project will be used only for the conduct of the project as approved. (6) The contract may be terminated in whole, or in part, by OTDA. Such termination shall not affect obligations incurred under the contract prior to the effective date of such termination. (7) When funds are advanced any unexpended balance or funds unaccounted for at the end of the approved period must be returned. (8) Any significant revision of the approved project proposal must be requested in writing by the contractor prior to enactment of the change. (9) Progress reports must be submitted as required by OTDA. The final program and financial reports must be submitted within a specified time period after the project terminates. Necessary records and accounts including financial and property controls will be maintained and made available to OTDA for audit purposes. (10) All reports of investigations, studies, and publications made as a result of this proposal must acknowledge the support provided by OTDA. (11) All personal information concerning individuals served or studies conducted under the project are confidential and such information may not be disclosed to unauthorized persons, corporations, or agencies. (12) OTDA reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project. (13) Successful applicants will be subject to the State's prompt contracting law. (14) Selected contractors agree to be bound by the Minority and Women-Owned Business Enterprises/Equal Employment Opportunity anti-discrimination provisions as more fully set forth in this RFP.

OTDA reserves the right, if funds become available, to reconsider additional proposals submitted in response to this RFP at that time, using the same scoring criteria and award methodology, in lieu of releasing a new RFP, if deemed to be in the best interest of the State.

OTDA anticipates making an award to administer projects for sixty (60) months. Projects may be renewed for additional periods depending on continued need for the services, achievement of anticipated outcomes, continued availability of funding and at the sole discretion of OTDA. For those applicants selected as a result of this Request for Proposals (RFP), subsequent year's funding may be at a decreased level.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, that he/she will comply with the above agreement if the grant is received, and that this constitutes a firm offer for 180 days.

(Signature of official authorized to sign for applicant)

(Date)

(Type name and title)

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of
Owner/Official
Printed Name of
Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

SUBCONTRACTOR AND SUPPLIER IDENTIFICATION FORM

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract. This identification form must contain a detailed description of the supplies and/or services to be provided by each subcontractor or supplier under the contract. Offerors must indicate by checking the box(es) below which business designation(s) each listed Subcontractor/Supplier meets. Attach additional sheets if necessary.

Offeror's Name: _____
Address: _____
City, State, Zip Code: _____
Region/Location of Work: _____

Federal Identification Number: _____
Telephone Number: _____
Email: _____

Will New York State businesses be used in the performance of this contract? YES NO

1. Subcontractors/Suppliers Business Name, Address, Email Address, Telephone No.	2. Service/Product Provided	3. Federal ID No.	4. Business Designation Check all that apply	5. Dollar Value of Subcontracts/Supplies/Services over the term of the contract.
A.			MBE WBE NYS Business** NYS Small Business**	
B.			MBE WBE NYS Business** NYS Small Business**	
C.			MBE WBE NYS Business** NYS Small Business**	
D.			MBE WBE NYS Business** NYS Small Business**	
E.			MBE WBE NYS Business** NYS Small Business**	
<p><i>Please Identify ALL subcontracting and supplier purchasing opportunities.</i></p> <p>NOTE: Any Subcontractor or Supplier purchase in excess of \$100,000 must comply with NYS Vendor Responsibility Requirements.</p> <p>**New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.</p> <p>Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in affording services and technology. Furthermore, Bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.</p> <p>Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.</p> <p>Public Procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The Potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.</p> <p align="right"> NAME AND TITLE OF PREPARER (Print or Type): Signature: _____ Authorized Signature Date: _____ Telephone Number: _____ EMAIL Address: _____ </p>				

New York State Vendor Responsibility Questionnaire Not-For-Profit Business Entity

BUSINESS ENTITY INFORMATION					
Legal Business Name			EIN		
Address of the Principal Place of Business/Executive Office			<u>New York State Vendor Identification Number</u>		
			Telephone	ext.	Fax
Email		Website			
Authorized Contact for this Questionnaire					
Name:			Telephone		Fax
			ext.		
Title			Email		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)					
Type	Name	Type	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS					
1.0 Business Entity Type – Please check appropriate box and provide additional information:					
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation				
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized				
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration				
d) <input type="checkbox"/> Limited Partnership	Date Established				
e) <input type="checkbox"/> General Partnership	Date Established			County (if formed in NYS)	
f) <input type="checkbox"/> Sole Proprietor	How many years in business?				
g) <input type="checkbox"/> Other	Date Established				
If Other, explain:					
1.1 Was the Business Entity formed in New York State?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where Business Entity was formed:					
<input type="checkbox"/> United States	State	_____			
<input type="checkbox"/> Other	Country	_____			
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select ‘not required’ if the Business Entity is a General Partnership.</i>					<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If “No,” explain why the Business Entity is not required to be registered in New York State.					

I. BUSINESS CHARACTERISTICS		
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as 'not required,' 'application in process,' or other reasons for not being registered.		
1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity compromising the Joint Venture.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 Does the Business Entity have an active Charities Registration Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application		
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____		
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If "No," does the Business Entity maintain an office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.		
1.8 Is the Business Entity's principal place of business/executive office:		
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____		
Is space shared with another Business Entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____ Address _____ City _____ State _____ Zip Code _____ Country _____		
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.		
Name	Title	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.		
Name	Title	
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Individual's Name	Position/Title with Affiliate
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III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes," attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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IV. INTEGRITY – CONTRACT BIDDING*Within the past five (5) years, has the Business Entity or any Affiliate*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD*Within the past five (5) years, has the Business Entity or any Affiliate*

5.0 Been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS*Within the past five (5) years, has the Business Entity or any Affiliate*

VII. LEGAL PROCEEDINGS*Within the past five (5) years, has the Business Entity or any Affiliate*

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VIII. LEADERSHIP INTEGRITY*Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.**Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to*

8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 A debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract? Yes No

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000? Yes No

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days? Yes No

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant’s name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending? Yes No

If “Yes,” provide the Business Entity involved the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.

9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws? Yes No

If “Yes,” provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.

9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns? Yes No

If “Yes,” provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?
 If “Yes,” did any audit reveal material weaknesses in the Business Entity’s system of internal controls Yes No
 If “Yes,” did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)? Yes No

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes No

Indicate the question number(s) and explain the basis for your claim.

No further entries on this page.

PART D - Printed Version of Grants Gateway Application