

DISABILITY ADVOCACY PROGRAM

*REQUEST FOR PROPOSALS
JUNE 2011*

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

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

I. INTRODUCTION

The New York State Legislature established the Disability Advocacy Program (DAP), pursuant to Chapter 627 of the Laws of 1983. That Chapter, which added Section 35 to the Social Services Law, provides for the legal representation of individuals whose federal disability benefits have been denied or may be discontinued.

The Department of Family Assistance, which was established pursuant to Chapter 436 of the Laws of 1997, through the Office of Temporary and Disability Assistance (hereafter "Office") is authorized by Section 35 of the Social Services Law to award grants for the provision of legal advocacy and related services to reduce the economic impact of denials on the taxpayers of the district and the State of New York, who bear the cost of supporting the provision of public assistance programs and services for persons found ineligible for federal disability benefits. The Commissioner of the Office must make grants, within the amounts appropriated by the New York State Legislature for that purpose, to provide for such representation. The Office determines annual grant awards for each DAP provider after the annual State Budget appropriations are made. DAP providers are required to submit case closing information on a monthly basis using a statistical collection report form prescribed by contract. The amount of the actual award that DAP providers can claim is determined after vouchers are submitted for all the quarters in the applicable program year, but is limited to their annual award.

The Office has published this RFP to solicit proposals to award contracts to eligible providers to deliver legal representation services and statewide legal support and administrative services. DAP has proven to be a successful and cost-effective component of the State's efforts to assist its disabled residents.

II. PURPOSE OF REQUEST

The purpose of this RFP is two-fold. The Office seeks bidders to provide legal representation services to eligible persons, as further described in Section VI. We will award **multiple** contracts for this component.

In addition, as further described in Section VI, we are seeking proposals for **one** entity to provide statewide legal support and administrative services to the Office for the Disability Advocacy Program.

III. SUBMISSION PROCESS AND DUE DATE

Offerors interested in applying for DAP funds must follow the directions as contained in this Request for Proposals (RFP) and complete all applicable sections.

- A. All proposals are due by: 3:00 pm on August 25, 2011, at the address listed in Section III-D.
- B. Offerors may choose to bid on one or both components of this RFP. However if they choose to bid on both components, Offerors must complete a separate application for each component. If bidding on both components, they must submit ONE proposal for Legal Representation Services and ONE proposal for Statewide Legal Support and Administrative Services and label them separately. Do not combine the two proposals into one.
- C. The proposals shall be identified as the:

1. "Response to New York State Office of Temporary and Disability Assistance, SSI Bureau – DAP: Legal Representation RFP”;
 2. "Response to New York State Office of Temporary and Disability Assistance, SSI Bureau – DAP: Statewide Legal and Administrative Support Services RFP”;
- D. Offerors should submit ONE original and FOUR copies of each completed proposal. All signatures must be original.

Proposals should be sent to:

New York State Office of Temporary and Disability Assistance
 Bureau of Contract Management, 40 North Pearl Street 13B
 Albany, New York 12243
 Attention: Jason Dzembo
 (518) 476-6352 **for Delivery Questions Only**

Any proposal received after the deadline will be accepted solely at the discretion of OTDA. Faxed proposals or proposals sent electronically will NOT be accepted; however OTDA reserves the right to request electronic budgets from bidders.

IV. PROCUREMENT SCHEDULE

RFP Release.....	June 30, 2011
RFP Questions Due.....	July 21, 2011
RFP Responses Posted on or about...	August 4, 2011
Proposals Due.....	August 25, 2011
Notification of Awards on or about...	November 7, 2011
Anticipated Contract Start.....	January 1, 2012

V. QUESTIONS AND ANSWERS ABOUT THIS RFP

ALL questions regarding this RFP must be typed and submitted, via fax or email. Include the following with your question(s): contact name, organization name, mailing address, email and fax number.

Please submit typed questions by July 21, 2011 by 3:00 P.M. to:

Ms. Archiah Phillips
 Fax: (518) 474-9347
 Email: Archiah.Phillips@otda.state.ny.us

Questions and responses will be posted on the OTDA website at:
<http://www.otda.ny.gov/main/contracts/procurement-bid.asp>.

A hard copy of the questions and answers will be provided upon written request. Responses to questions raised after July 21, 2011 – 3:00 P.M. will be provided at the discretion of the OTDA.

VI. CONTRACT TERM AND AVAILABLE FUNDS

- A. The Office anticipates annual funding of \$4.76 million and half year funding of \$2.38 million. TANF funds may be awarded if such funds become available. The Administrative contract will be limited to no more than 15% of the total funding and will not include TANF monies. TANF funding will be proportionately awarded to Legal Services contractors receiving state funding.
- B. The anticipated contract term will begin January 1, 2012 and end June 30, 2016. The Office will award contracts for four and one-half years to successful bidders to be funded:

January 1, 2012 – June 30, 2012,
July 1, 2012 – June 30, 2013,
July 1, 2013 – June 30, 2014,
July 1, 2014 – June 30, 2015, and
July 1, 2015 – June 30, 2016.
- C. The availability of funding for each contract year is contingent upon sufficient appropriation authority in the enacted State Budget. OTDA reserves the right to terminate contracts at any time if the funding is not available. In addition, annual contract amounts may change based on the annual appropriation for DAP or unanticipated funding reductions to the program.
- D. Offerors are encouraged to use other funding sources in addition to DAP funds. Offerors are, therefore, advised that DAP funds are to be integrated with other resources in their work plans. However, a provider must show in the application explicit information on the other funding sources and must also demonstrate how duplication of services will be prevented.

VII. SERVICES

A. Legal Representation Services

The Office requests offers from not-for-profit legal services corporations, local departments of social services and not-for-profit agencies serving the disabled and social services districts, as specified in Section 35 of the Social Services Law, to provide legal representation to persons whose federal Social Security Disability benefits including Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) have been denied or may be discontinued, for the purpose of representing these persons in appropriate administrative and judicial proceedings.

B. Statewide Legal Support and Administrative Services

The Office also requests proposals from not-for-profit legal services corporations and not-for-profit agencies serving the disabled and social services districts for one entity to provide statewide legal support and administrative services. The entity selected must have the administrative capacities to deliver or coordinate the delivery of statewide legal support and administrative services. The entity selected must have extensive expertise in Social Security Law, including the capacity to provide training, information, consultation, electronic database administration and reporting, and legal services to the Disability Advocacy Program.

VIII. ELIGIBLE OFFERORS

- A. Eligible Offerors are not-for-profit legal services corporations and not-for-profit agencies serving the disabled and social services districts.
- B. The Office encourages offers from social services districts to provide such legal representation to persons residing in the district whose federal Social Security Disability benefits have been denied or may be discontinued. When the Office has contracted with a social services district to provide such representation, the legislative body of such district may authorize and make provision for the Commissioner of Social Services of the district to obtain necessary legal services on a fee for services basis or other appropriate basis, which the Office may approve. Not-for-profit legal services corporations, not-for-profit agencies serving the disabled or private attorneys, may provide such legal services.
- C. All eligible Offerors who respond to this RFP **may bid on either or both contracts**, but must meet the eligibility criteria set out in Section 35 of the Social Services Law.
- D. In addition to being eligible under the provisions of Section 35 of the Social Services Law to participate in this procurement, Offerors must clearly demonstrate the capacity through past experience to perform the number and types of services specified in this RFP. Past experience may include demonstrated knowledge of Social Security Law, the ability to provide legal representation, statewide legal support and other administrative services to disabled and impoverished persons and prior participation as a contractor in DAP.
- E. Proposals from organizations without demonstrated substantial experience in the delivery of legal services to low income and impoverished persons may be rejected. The Office reserves the right to disqualify from consideration any organization that it believes is not capable of performing the services as specified in this RFP.

IX. PROGRAM DESCRIPTION

The purpose of DAP is to provide State and local financial participation to assist eligible organizations in providing legal representation in appropriate proceedings to persons whose benefits, when sought or provided under either the Disability Insurance Program (Title II of the Social Security Act) or the Supplemental Security Income Program (Title XVI), have been denied or may be discontinued, at all levels of review of such determinations, consistent with Section 35 of the Social Services Law. It is the expectation of the Office, based on past experience with this program, that such legal services will result in a higher rate of successful outcomes as a result of challenges to these determinations of the Social Security Administration and thereby reduce the burden such determinations have placed upon the State and its localities to provide public assistance and other support and services to affected individuals.

The Office currently operates this program through eleven (11) designated providers which assure the provision of DAP legal representation services in all counties throughout the State; additionally, the Office has one (1) contract to provide administrative support for the program. This RFP encourages proposals for the continued provision of legal representation services within the existing counties or county configurations of a similar geographic nature, as found in Appendix D1. The configuration by county of the State for the purpose of awarding grants promotes cooperation among the counties' various service organizations, maximizes the utilization of the talent and experience of existing client advocacy agencies, avoids a duplication of effort and enhances the efficiency of program administration. Therefore, Offerors are encouraged to propose

the provision of legal services in all counties within their respective jurisdiction, either directly or by way of subcontractors. The Office is particularly interested in receiving offers from social services districts, given the unique relationship of districts to the program's beneficiaries. Furthermore, the Office encourages proposals from those eligible organizations which have the administrative capacities to deliver or coordinate the delivery of services on a multiple county basis, which possess the organizational structure necessary to assure the timely and accurate submission of claims for payment and other required reports, and which possess expertise in the administration of grant programs to assure that the services to be provided under the terms of the grant will be provided in an efficient and cost-effective manner.

No proposal from a social services district will be rejected or downgraded solely on the basis of its failure to offer coverage to multiple counties.

A. Legal Representation Services

1. Programmatic Considerations:

The Offeror must have the ability to develop a working relationship with other social and human services agencies, including the local social services district, and the private legal profession within its area of operations so as to permit the exchange of referrals of persons in need of the services available from the Offeror and these entities. Priority for DAP services should be given to referrals received from local social services districts.

The Offeror must be capable of providing a full range of quality legal services, including, but not limited to, intake, analysis, evidence and record collection, presentation of the client's case at all levels of administrative and judicial review (including complex multi-district litigation in the courts of the United States), and post-determination services. These services may be provided, when appropriate by paralegals, law students and others in similar positions acting under the supervision of an attorney. The Offeror must demonstrate to the satisfaction of the Office that it is capable of providing legal representation without any conflict of interest arising from such representation and any of its other activities.

The Offeror must demonstrate successful outcomes in a minimum of 65% of the cases of individual clients to whom such services have been provided during the performance period. Of the clients served, at least 30% must be Safety Net assistance cases with achievement of at least 50% successful outcomes in such cases, as determined by case closing reports. Unless good cause can be shown for not achieving the performance goals specified above, as determined by the Office in its discretion, allocation of the funds may be adjusted and/or the contract may be terminated for poor performance. Factors that the Office may consider in determining good cause include insufficient volume of cases within a county, acceptance of more than the minimum percentage of Safety Net assistance cases, and the provision of services and legal representation to hard-to-serve populations.

The Offeror agrees not to enter into any subcontracts for the performance of the obligations contained herein without the prior written approval of the Office. If an Offeror does enter into a subcontract, the Offeror assumes all responsibility for the performance monitoring of its subcontractors and must have a detailed monitoring plan in place and available for review by the Office and any other person or entity authorized by law to conduct an examination of the contractor's records and files. If applicable, the Offeror must have the

capability to timely collect and accurately report its and its subcontractors' (if any) performance as measured against the goals, which are to be attained by the Offeror. Performance, as measured by both individual goals and comparative performance, will be considered in determining allocations. A critical measure will be the number of persons eligible for public assistance who are moved to SSI/Title II. The Office will review the Offeror's performance against contract requirements in six-month intervals and require justification and corrective action plans from those contractors not meeting contract requirements.

Each Offeror must indicate on the form contained in Appendix D2, which services the Offeror is prepared to provide in each year of the contract and the levels of such services, including the number of cases to be opened and closed, to be provided with available funds. The Offeror's annual budget must include performance goals that consist of the services the Offeror and any subcontractors intend to provide in the particular year of the contract and any modifications of the levels of such services being provided with available funds. A client who has withdrawn without receiving any service is not counted as a unit of service, although the time spent in dealing with such client is a reimbursable expense. Expenditures associated with the initial application forms for Social Security Disability are not a reimbursable expense nor should they be counted as a unit of service. **For reporting purposes, Offeror must be able to differentiate outcomes resulting from contract funds as opposed to other funding sources that may be used for this program.**

The Offeror will specify income eligibility standards and the process to ascertain that those served meet those standards and to assure that a priority for services is given to impoverished and low income persons who are otherwise likely to become in need of public assistance. **Under no circumstances are services to be provided to individuals over 200% of the federal poverty level.**

The Offeror must have the capacity to be substituted as attorney of record in the cases currently being represented by the present providers at the time of contract start-up. Any substitution of attorneys is subject to client and court approval.

The Offeror must have the capacity to adequately document each case closed, submit case closing information in a timely manner, and to maintain adequate documentation to support closed cases for inspection and financial audit. The Offeror must be able to identify cases closed and funding sources used to close the case if other than from this contract.

The Offeror must have the capacity to assume such responsibilities immediately upon contract commencement.

The Offeror must have the ability to comply with the provision of the SFY 2007-08 New York State Article VII Budget Bill, or any subsequent budget bill that requires OTDA to provide performance and accountability data for TANF funded programs, if such funds are awarded. The information, which will be posted on OTDA's website, will include contractors' performance data, along with allocation data such as award amounts, contract periods, program sites, locations served, and spending information.

2. Organizational Requirements:

In general, Offerors must have the capacity to provide legal representation services and to be capable of evaluating the merits and likelihood of success of cases undertaken at intake and throughout the administrative and judicial review process. More specifically:

Offerors must have the capacity to appear on behalf of and provide legal representation to claimants at all stages of the administrative and judicial review process;

Offerors must have the capabilities to research and prepare all necessary legal work product for these cases;

Offerors must have the capability to develop sources for securing medical evidence of record and medical opinions to support the claims of the clients whose representation they undertake;

Offerors must have the capacity to compile and analyze data concerning the outcome of cases of clients whose representation they undertake;

Offerors must have the capacity to compile and transmit data into an electronic database that contains case closing and monthly activities information that DAP providers submit on a monthly basis using a statistical collection report form prescribed by contract. (See Appendix D3) The electronic database will be the property of New York State; and

Offerors must have the capacity to provide reports and other documentation on a quarterly basis, or other periods as determined necessary by the Office, following contract execution regarding achievement of performance goals for the legal representation services provided by the contractor and any subcontractors under this contract.

B. Statewide Legal Support and Administrative Services

The Office also requests proposals from not-for-profit legal services corporations and not-for-profit agencies serving the disabled and social services districts for one entity to provide statewide legal support and administrative services. The entity selected must have the administrative capacities to deliver or coordinate the delivery of statewide legal support and administrative services. The entity selected must have extensive expertise in Social Security Law, including the capacity to provide training, information, consultation, electronic database administration and reporting, and legal services to the Disability Advocacy Program.

Offerors must have the capacity to provide an array of training events and activities, including the capacity to provide comprehensive training on the federal disability application and appeals process to contract providers and local social services districts' staff, as approved by this Office. A certification to provide continuing legal education for attorneys is preferred.

Offerors must have the capacity to provide a periodic disability law newsletter, which highlights statewide and national litigation, legislation and advocacy strategy to assist DAP advocates in providing legal representation in Social Security cases.

Offerors must have the capacity to provide legal advice to disability advocates representing individuals seeking disability benefits.

Offerors must have the capacity to provide legal research for DAP advocates, including free computer assisted legal research.

Offerors must have the capacity to provide co-counsel representation of disability clients in individual cases, and in all cases involving systemic problems in the SSI/SSD disability programs

Offerors must have the capacity to provide drafting and review of legal documents, briefs and memoranda for DAP advocates.

Offerors must have the capacity to provide informational clearinghouse functions regarding matters such as disability litigation, laws, regulations, policies and hearing decisions.

Offerors must have the capacity to liaison with the Office on substantive legal issues concerning the disability determination process and the administration and operation of the Disability Advocacy Program.

Offerors must have the capacity to maintain and monitor the accuracy of an electronic database that contains case closing and monthly activities information that DAP providers submit electronically on a monthly basis using a statistical collection report form prescribed by contract.(See Appendix D3) The electronic database will be the property of New York State.

Offerors must have the capacity to retrieve and transmit to the Project Director and other Office staff, at least quarterly, or otherwise upon request, case closing data to be used for reporting purposes, computation of county charge-back amounts, periodic review of contractors' win/loss rates and general oversight of the Program.

Offerors must have the capacity to provide assistance to contractors regarding problems with data collection and case reporting, including having a mechanism to inform contractors on a quarterly basis of the information reflected in the case-closing database and to reconcile resolved cases.

Offerors must have the capacity to provide reports on a quarterly basis, or otherwise as determined necessary by the Office, to the Project Director regarding the win/loss rate of each contractor and subcontractor, and to provide consultation and assistance to the Office in obtaining improvements in win/loss rates. In addition, they must be able to provide statistics regarding the number of Safety Net cases and their associated win/loss rate.

Offerors must have the capacity to provide assistance, pursuant to the direction of the Office, in the preparation of the biennial DAP Report to the Legislature required by Section 35 of the Social Services Law, which describes the Disability Advocacy Program activities.

Offerors must have the capacity to provide periodic reports, and other documentation, as determined necessary by the Office, to the Project Director regarding the statewide legal support services provided under this contract.

Offerors must have the capacity to identify, when applicable, the funding sources an entity uses to administer DAP. An Offeror must be able, for reporting purposes, to separate out case closing information and other data that funding from this contract made possible.

Offerors must have the ability to produce ad-hoc reports as requested.

Offerors must utilize the most current case closing report as reflected in Appendix D3 and/or future amendments.

X. MAINTENANCE OF EFFORT

Funds acquired through this RFP should not be used to supplant or replace existing public or private funding used for ongoing programmatic activities.

XI. SELECTION PROCESS

Awards will be based on qualifications, demonstrated need and cost effectiveness. OTDA staff will review all proposals, assisted by such other State personnel as it deems appropriate.

Following the desk review of proposals, several other evaluative steps may take place. These steps may include a telephone interview with the designated contact person in the organization, a request for additional written information or documentation, a site visit, and/or communication with references.

All proposals will be reviewed for completeness, accuracy and consistency. A complete proposal will include all of the requested materials, forms, and narrative as outlined in the Proposal Check List. (See page 88) Proposals which are deemed to be incomplete and/or fail to fully address the proposal's questions will not receive favorable scores.

All proposals will be reviewed to determine if the following minimum requirements are met. If it is determined that the proposal fails to meet these minimum requirements the proposal may be disqualified:

- Proposals must be submitted by Eligible Offerors, as defined in Section VIII of this RFP.
- Proposals must serve an eligible population, as defined in Section IX of this RFP.
- Offerors proposing to serve the TANF population must demonstrate how they will comply with TANF eligibility requirements.

Competitive scoring breakout:

- | | |
|--|-----|
| ➤ Offeror Documentation & Agency Information | 10% |
| ➤ Qualifications & Documentation of Need | 30% |
| ➤ Program Plan/Program Narrative | 30% |
| ➤ Budget | 30% |

Regardless of score, OTDA reserves the right to award a contract based on other relevant information, such as an agency's financial position, vendor responsibility determination, and/or the status of the NYS Office of the Attorney General Charities registration filing.

Legal Representation Services

Proposals will be rated based on the following general criteria:

- Completeness and accuracy of the proposal.

- Thoroughness of the “Qualifications & Documentation of Need” and “Program Plan/Program Narrative” sections of the proposal, through the provision of both statistical data and agency specific information regarding the experiences of the Offeror in dealing with the eligible population in the geographic area in which the program will operate.
- Responsiveness of the proposal to the RFP.
- Clarity of the expected measurable and quantifiable results of the program and the potential for their achievement.
- Offeror’s experience with providing services to the target population.
- Evidence of the Offeror’s understanding and experience in providing legal representation and/or statewide legal support services to persons whose federal disability benefits including Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) have been denied or may be discontinued for the purpose of representing such persons in appropriate proceedings.
- Demonstrated fiscal viability of the proposal and fiscal responsibility of the Offeror.
- Programmatic feasibility of the proposed program within the time outlined.
- Programmatic and fiscal feasibility of the management and operation of the project site, including the project operating budget and revenue streams.
- Willingness of the Offeror to adhere to all guidelines and regulations regarding DAP.
- Clear and acceptable documentation of Offeror’s operational readiness at the proposed project site.
- Assurances that duplication of services in the geographic area in which the program will operate will be avoided.
- Cost effectiveness of the proposal in relation to other proposals received, the geographic area to be served, and OTDA’s experience funding the Offeror’s existing or similar DAP program.
- The proposed usage of funds and its relationship to the service level goals set by the Offeror. The measure to be used in this review will be the projected number of cases to be served and percent of cases closed with successful outcomes (if available).
- The ability of the Offeror to provide through other funding sources, additional funding in the operation of the program.
- Detailed and justified budget that meets DAP requirements.

Since this RFP encourages proposals for the continued provision of legal representation services within the existing counties or county configurations of a similar geographic nature, OTDA reserves the right to award funds by geographic region in order to ensure legal representation services throughout New York State. Therefore an Offeror with a higher score may not receive funding if their bid proposes service provision in a geographic region already covered by a higher scoring Offeror.

OTDA anticipates awarding approximately 50% of DAP funds to New York City Offerors and 50% for the Rest of State. OTDA does not anticipate awarding more than three contracts in New York City.

Awards will be made in order of the highest scoring proposals until all available funds are exhausted, with the following exceptions:

- If there are other viable proposals, no one Offeror outside of New York City will be awarded more than 25% of the total available rest of state funds. In New York City, no one Offeror will be awarded more than 75% of the total funding available if there are two other viable proposals.
- Awards may be proportionately reduced to ensure the availability of DAP funds statewide.
- The highest scoring proposals for each geographic region will be awarded funds prior to awards being made to bidders that intend to provide services in the same geographic region.

- The lowest scored awarded proposal may not receive the entire requested amount if there are insufficient funds remaining.
- The requested amount may be reduced by all ineligible expenses.

Statewide Legal Support and Administrative Services

Proposals will be rated based on the following general criteria:

- Completeness and accuracy of the proposal.
- The extent to which the Offeror's proposal demonstrates the capacity to provide database administration and reporting.
- The extent to which the Offeror's proposal demonstrates the capacity to provide training.
- The extent to which the Offeror's proposal demonstrates the capacity to provide information, consultation and liaison services to the Office and contractors.
- The extent to which the Offeror's proposal demonstrates past experience providing legal support services, including demonstrated knowledge of Social Security Law, the ability to provide legal representation and other legal support services to disabled and impoverished persons and prior participation as a contractor or subcontractor in the DAP Program.
- Responsiveness of the proposal to the RFP.
- Offeror's experience with providing services to the target population.
- Evidence that the Offeror understands the services needs of the population to be assisted.
- Demonstrated fiscal viability of the proposal and fiscal responsibility of the Offeror.
- Programmatic feasibility of the proposed program within the time outlined.
- Programmatic and fiscal feasibility of the management and operation of the project site, including the project operating budget and revenue streams.
- Willingness of the Offeror to adhere to all guidelines and regulations regarding DAP.
- Clear and acceptable documentation of Offeror's operational readiness at the proposed project site.
- Cost effectiveness of the proposal in relation to other proposals received, the geographic area to be served, and OTDA's experience funding the Offeror's existing or similar DAP program.
- The proposed usage of funds and its relationship to the service level goals set by the Offeror. The measure to be used in this review will be the projected number of cases to be served and percent of cases closed with successful outcomes (if available).
- Detailed and justified budget that meets DAP requirements.

OTDA will only award one contract to provide these services. The award will be made to the bidder that scores the highest.

XII. AWARD PROCEDURES

Upon approval of funding recommendations by OTDA, award notices and contract development instructions will be issued to successful applicants. OTDA reserves the right to negotiate any aspect of a proposal in order to ensure that the final agreement meets program objectives. Those contractors not current in filing with the NYS Attorney General's Bureau of Charities Registration will first be given the opportunity to cure the situation. Inability to correct the situation may result in disqualification for an award.

Contractors will be asked to develop a detailed implementation plan that sets forth the program goals and provides time frames for the performance of those goals. The contracts resulting from this RFP will start on or about **January 1, 2012**.

This RFP governs the provisions of the delivery of legal representation services and statewide legal support and administrative services for a four and one-half (4 ½) year contract cycle to be funded annually for one (1) year periods depending upon the availability of continued funding, satisfactory performance, and at the discretion of OTDA. The first contract period will be for six months. OTDA reserves the right to award all, some, or none of the monies available. OTDA reserves the right to adjust funding levels in all contract years, as may be dictated by state mandates.

XIII. CONTRACT DEVELOPMENT AND CONTRACT REQUIREMENTS

Contract Process and Contract Content

- A. When awards are announced for successful proposals, the contract development process begins. An approved work plan, payment schedule, claiming process, and other general terms and conditions relating to such subjects as confidentiality of records, publications and contract termination shall be included in the contract. The contract will constitute the legal agreement between each selected Offeror and the OTDA, and will be in force for the full contract period of program funding.

For all multi-year contracts, Contractors are required to submit a budget for the initial funding period, generally one year, and an anticipated budget for the entire contract term. These budget documents are incorporated into the formal contract agreement.

B. Payment

Once a contract has been approved by the State Attorney General, the State Division of the Budget, and the Office of the State Comptroller, the Office may advance up to 25% of the contract amount, if requested and if deemed to be appropriate by the Office and pay up to 100% of the contract amount thereafter based upon achievement of acceptable outcomes claimed, on a quarterly basis, on a State of New York Standard Voucher. Any advance will be recouped from submitted vouchers, at a rate of one-third of the advance amount per voucher, within the first three quarters of the contract. If an unpaid balance remains, subsequent vouchers will be applied to the remainder in full until such remainder is paid off. No payments will be made until and unless the contract is fully executed and signed by the State Comptroller and the State Attorney General.

Contractors will be required to maintain current and accurate fiscal and accounting controls in order to show the status of costs incurred under their contract. Records must identify revenue sources and expense items for all contract activities. Accounting records must be supported by documentation and show a clear “audit trail” for all funds received and disbursed. Records must be retained for a period of six years.

C. Reporting Requirements

Reports will be required at regular intervals during the program period, as described in this RFP and required by the contract. Payments will be made based on submission of received vouchers, submission and verification of receipt of monthly case closing reports and any other necessary documents, as required by this RFP and by the contract. Additional reporting as determined by the Office must be provided. Case closing data contained in the Quarterly Reports will be made available on the OTDA website.

The final report and vouchers are due 30 days after the completion or termination of the contract. TANF and State monies must always be vouchered separately.

D. Monitoring

The Office, or its designated representative, will monitor the DAP services provided to ensure that the contractor is meeting the terms of the contract on a regular basis throughout the life of the contract. Monitoring may include site visits, regular telephone contact to contractors and discussions of monthly program reports. The goal of this monitoring will be 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. Monitoring of subcontracts is the sole responsibility of the prime contractor. However, the Office reserves the right to conduct site visits of subcontractors as a means of monitoring the prime contractor's performance.

In the event that 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 grantee until all claims or findings regarding the records are finally resolved. OTDA or its designee shall have access to any records relevant to the project (including books, documents, photographs, correspondence, and records), for audits, examinations, transcripts, and excerpts. If OTDA determines that such records possess long-term or historic value, they must be transferred, as requested to OTDA.

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. Appendix A1 of the Contract document reviews specific audit requirements. The cost of audits made in accordance with these requirements are allowable charges to the Contract, charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars.

E. Amendments to the Contract

Amendments and modifications of executed contracts are sometimes necessary to accommodate the needs of both the contractor and the Office. These changes must be by mutual written agreement. Updated information will be requested from awardees as deemed necessary by OTDA.

Should additional DAP funding become available in subsequent years, OTDA may consider escalation costs of up to five percent per annum for cost of living adjustments.

XIV. GENERAL TERMS AND CONDITIONS

The terms and conditions for all funded proposals are specified in a detailed contract. The detailed contract must be signed by the contractor and OTDA, approved by the Attorney General's Office, and the Office of the State Comptroller (OSC) before any work begins or payments are made. Successful applicants will be sent a final negotiated contract for signature. No services will be reimbursed unless and until a fully executed contract is in place.

Successful contractors may be requested to submit all contract documents, narratives and budgets electronically. Hardcopies, with original signatures, will be required for all signature pages. Successful contractors will be required to comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032.

OSC is making changes to its Online Services that will affect system availability and vendor and agency use of the VendRep System.

The Office recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office or the Office of the State Comptroller's Help Desk for a copy of the paper form.

The following will be incorporated as appendices into any contracts resulting from this Request for Proposals:

	State of New York Standard Multi-Year Agreement
APPENDIX A	Standard Clauses for all New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Contractor Information
APPENDIX D1	Current Number of SSI Recipients by County and Arranged by Region Served by Current DAP Providers
APPENDIX D2	Service Goals for Work Plan
APPENDIX D3	Disability Advocacy Program Case Closing
APPENDIX D4	Authorization for Release of Disability Advocacy Program Information (English and Spanish)
APPENDIX X	Modification of Agreement Form
APPENDIX Z	Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Participation Requirements For All NYS Office of Temporary and Disability Assistance Contracts and Grants
ATTACHMENT Q	Notices

The AGREEMENT section of the Application provides a summary of the basic provisions of the contract.

The detailed contract will be available for review at: <http://www.otda.ny.gov/main/contracts/procurement-bid.asp>. Offerors are encouraged to review a copy

of the contract before submitting a proposal. Offerors may also request a draft contract package, by submitting a request to:

New York State Office of Temporary and Disability Assistance
Center for Employment and Economic Supports, 11D
40 North Pearl Street
Albany, New York 12243
Attention: Ms. Archiah Phillips
(518) 474-9109

OTDA will conduct a review of all prospective contractors in order to provide reasonable assurances that the vendor is responsible. Vendor responsibility will be determined regarding each offeror's authority to do business in New York, their business integrity, financial and organizational capacity, and performance history.

OTDA reserves the right, if funds become available, to make additional awards based on the remaining proposals submitted to OTDA as a result of this RFP, in lieu of releasing a new RFP, if deemed in the best interest of the State (updated information may be requested from awardees as deemed necessary by OTDA). In the event funds become available, projects would be awarded funding in a manner consistent with the award methodology set forth in this Request for Proposals. OTDA also reserves the right to solicit and accept new proposals, as additional funding becomes available. OTDA reserves the right to award all, some, or none of the monies available.

XV. APPENDIX Z - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) AND EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION REQUIREMENTS FOR ALL NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE CONTRACTS AND GRANTS

New York State Executive Law §§ 310–318, (Article 15-A: Participation By Minority Group Members and Women With Respect To State Contracts -- hereinafter “the Statute”), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. The New York State Office of Temporary and Disability Assistance (OTDA) fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.

OTDA has developed compliance requirements, forms and procedures to ensure that (i) all contractors as defined under § 310 (3) (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State Contracts, as defined in § 310 (13) [hereinafter “Contractors”], as well plus proposed or actual “Subcontractors”, as defined in § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and; (ii) there are meaningful participation opportunities for certified minority-owned or women-owned business enterprises (M/WBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority-owned and Women-owned Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144). (Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement.) These

forms are to be submitted without change to OTDA goals specified in the RFP or contract. Copies of the required OTDA Forms are identified in Appendix Z and are available on OTDA's Internet site at <http://otda.ny.gov/contracts/mwbe/forms.asp>.

It is important to note that in addition to direct sub-contracting on State contracts, contractors can also utilize a number of other vendors in support of their overall operations. Using NYS Certified MWBEs (link to Directory of NYS Certified MWBEs, <http://www.nylovesmwbe.ny.gov> as providers of these second tier services can be counted in satisfaction of the goals. The following are examples of indirect services that you may want to consider for compliance with MWBE subcontracting participation requirements:

- Accounting Services
- Advertising
- Building Maintenance
- Car Rental,
- Cleaning Supplies
- Copying
- Electrical Services
- Furniture
- Heating and Cooling
- Janitorial Services
- Office Supplies
- Pest Control
- Printing Services
- Publishing
- Rubbish Removal
- Security
- Shredding Services
- Tax Preparation
- Technical Writing
- Training
- Travel Services

XVI. XVI. CONTENTS of PROPOSAL PACKAGE

Section A – PROPOSAL GUIDELINES

Section B – AGENCY INFORMATION

- **Funding Agency Contact Information Form**
Complete all applicable sections and return with the proposal.
- **Agreement Form**
Complete, sign, and return with the proposal.
- **Organizational Status**
Must be completed by **all Offerors** and any subcontractors included in the proposed program and submitted with the proposal.
- **M/WBE and EEO Policy Statement**
Must be completed by the Offeror and submitted with the proposal.
- **Equal Employment Opportunity Staffing Plan**

- Must be completed by the Offeror and submitted with the proposal.
- **M/WBE Subcontractor Utilization Plan**
Must be completed by the applicant and submitted with the application.
- **M/WBE Letter of Intent to Participate**
Must be completed by the Offeror and submitted with the proposal.
- **M/WBE Certification of Good Faith Efforts**
Must be completed by the Offeror and submitted with the proposal.
- **M/WBE Request for Waiver Form**
Must be completed by the Offeror and submitted with the proposal.
- **Contractor/Subcontractor Background Questionnaire**
All Offerors should complete this form and submit as part of their proposal packet. Any proposed subcontractor also must complete and submit this form if the value of the subcontract will be in excess of \$10,000.
- **Minority Business Enterprises and Women-Owned Business Enterprises Participation Narrative.**
- **Attach Copies of:**
 - ✓ Board Profile
 - ✓ Verification of current Workers Compensation Coverage
 - ✓ Verification that Annual Charities Registration is current
 - ✓ Certificate of Incorporation
 - ✓ Most recent Audited Financial Report (Should have been completed within the past 12 months; if not provide an explanation)
 - ✓ Employment Opportunity (EEO) Policy Statement; OTDA's policy statement may be used here.

Section C – QUALIFICATIONS & DOCUMENTATION OF NEED

- **Coordination With Social Services Districts**
Describe plans to implement a process which will improve or enhance working relationship with social services districts and other public and private agencies so as to facilitate the referral by them of persons eligible for public assistance and/or otherwise in need of the legal representation services to be provided under this program.
- **Eligible Population Information**
Describe the population to be served.
- **Avoiding Duplication of Effort**
Provide a narrative describing the agency's effort to avoid duplication of services.

Section D – PROGRAM PLAN / PROGRAM NARRATIVE

- **Program Description**
Describe the proposed DAP program.
- **Organization Background**
Describe your agency and resources to be committed to DAP.

Section E – BUDGET

- **Instructions for Completion of Budget**

XVII. APPENDICES

XVIII. PROPOSAL CHECK LIST To be used as cover page of your proposal

XIX. HOW TO SUBMIT COMPLETED PROPOSAL

Section A – PROPOSAL GUIDELINES

Narrative portions of the proposal must be written in a legible, size 12 font, double spaced and with margins of no less than one inch on each side of the document.

No further entries on this page.

Section B. AGENCY INFORMATION

Funding Agency Contact Information Form

Lists all sources of funding received during the last three-year period from Federal, State, county or other local government. Please include the applicable contract manager(s) as a reference(s).

Name of Funding Source & Contract #	Funding Source Representative (Individual Name and Phone Number)	Purpose of Funding	Time Period of Funding	Funding Amount	Contract Number

Section B. AGENCY INFORMATION

Agreement

It is understood and agreed to by the offeror 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 offeror to any inquiry made by OTDA of third parties with regard to the offeror's experience or other matters deemed by OTDA relevant to the proposal. (5) Funds resulting in a contract 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 offerors will be subject to the State's prompt contracting law. (14) Selected contractors agree to be bound by the Affirmative Action/Equal Opportunities anti-discrimination provisions as more fully set forth in Section XV, Affirmative Action of this RFP. OTDA reserves the right, if funds become available, to make additional awards based on the remaining proposals submitted to this RFP, in lieu of releasing a new RFP, if deemed to be in the best interest of the State. The contracts resulting from this RFP will start on or about **January 1, 2012** for successful offerors. This RFP governs the provision of services for a four and one-half year contract cycle to be funded annually for one (1) year periods, after the first six month period, depending upon the availability of continued funding, satisfactory performance, and the discretion of the OTDA. For those offerors selected as a result of this Request for Proposals (RFP), subsequent year's funding may be at an increased or decreased level.

The offeror certifies that to the best of his/her knowledge and belief the information in this proposal is true and correct, and that he/she will comply with the above agreement if the contract is awarded.

(Signature of official authorized to sign for applicant) (Date)

(Typed name and title)

Section B. AGENCY INFORMATION

ORGANIZATIONAL STATUS (For Reporting Purposes)

Please identify all of the items below that apply to your organization. Definitions are as follows:

YES

NO

NOT-FOR-PROFIT ORGANIZATION

To meet the definition of a Not-for-Profit Organization, an organization must be incorporated as a not-for-profit corporation or a religious corporation or public agency under the laws of this state or provide care and services in this state and have been granted federal tax exempt status.

YES

NO

MINORITY ORGANIZATION

A Minority Organization is characterized by majority representation of American Indians, Asian Americans, Blacks and/or Hispanics in both policy formulation and decision making regarding management, service delivery and staffing reflective of the catchment area it serves. Identify type as appropriate:

If Minority Organization, please check one of the following:

Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;

Black persons having origins in any of the black African racial groups not of Hispanic origin;

Asian and Pacific islander persons having origins in any of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands; and

American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation of community identification.

Section B. AGENCY INFORMATION

OTDA – 4970 ELW (Rev. 4/10)

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

M/WBE AND EEO POLICY STATEMENT

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

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

M/WBE

EEO

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

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

Agreed to this _____ day of _____, 2_____

By _____

Print: _____

Title: _____

Minority/ Women Business Enterprise Liaison

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

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

(Authorized Representative)

Title: _____

Date: _____

Contact:

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

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

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

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

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

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

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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

M/WBE SUBCONTRACTOR UTILIZATION PLAN

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

Offeror's Name: _____ **Federal Identification Number:** _____
Address: _____ **Solicitation Number:** _____
City, State, Zip Code: _____ **Telephone Number:** _____
Region/Location of Work: _____ **M/WBE Goals in the Contract:** MBE % WBE %

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

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

OTDA – 4938 ELW (Rev. 4/10)

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

To: _____ Federal ID Number: _____ (Name of Contractor)	
Proposal / Contract number: _____	
Contract Scope of Work: _____	
The undersigned intends to perform services or provide material, supplies or equipment as follows: _____ _____	
At the following price: \$ _____	
Name of MWBE: _____	
Address: _____	
Federal ID Number: _____	
Telephone Number: _____	
Designation:	
<input type="checkbox"/> MBE - Subcontractor <input type="checkbox"/> WBE – Subcontractor <input type="checkbox"/> MBE – Supplier <input type="checkbox"/> WBE - Supplier	Joint venture with: Name: _____ Address _____ Fed ID Number: _____ MBE <input type="checkbox"/> WBE <input type="checkbox"/>
Are you a New York State Certified M/WBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be completed: _____

Date Supplies ordered: _____

Delivery date: _____

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

Date: _____

Signature of M/WBE Contractor: _____

Printed/Typed Name of M/WBE Contractor: _____

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS’ LETTER

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

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

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

M/WBE GOAL REQUIREMENTS CERTIFICATION OF GOOD FAITH EFFORTS

Contractors (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State contracts) must document “good faith efforts” to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers/vendors in the performance of this contract.

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

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

- (k) The Contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise. "Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available; and,
- (l) The Contractor undertook efforts to make payments for any work performed by certified minority- and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority- and women-owned business enterprises.

Signature Date

Print Name

Title

Company

Contract Number

Program/Solicitation Name

MWBE SUBCONTRACTOR REQUEST FOR WAIVER FORM

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

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

Note:

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

Section B. AGENCY INFORMATION

**NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
CONTRACTOR/SUBCONTRACTOR BACKGROUND QUESTIONNAIRE**

General Information

Federal Identification Number: _____

Name of Firm: _____

Mailing Address: _____

Actual Location: _____

City: _____ **State:** _____ **Zip code:** _____

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

Background Questionnaire

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

<p>1a. If you, the bidder, are a natural person, are you a New York State resident?</p> <p>1b. If you are a corporation, are you a New York State corporation?</p> <p>1c. Are you registered with the New York State Department of State (DOS) to do business in New York State?</p> <p>If no, you will be required to comply with the New York State Department of State guidelines for doing business in New York State before you will be eligible for a Contract award. Do you agree to these conditions?</p>	<p>_____ NO _____ YES</p> <p>_____ NO _____ YES</p> <p>_____ NO _____ YES</p> <p>_____ NO _____ YES</p>
<p>2. How many years has the bidder been in business?</p>	<p>_____ Years</p>
<p>3a. Are you a certified minority owned business enterprise, certified by the NYS Department of Economic Development? (Your company is eligible to be certified if it is at least 51% owned and controlled by minority group members (i.e. Black, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native)?)</p> <p>3b. Are you a woman owned business enterprise, certified by the NYS Department of Economic Development? (Your company is eligible to be certified if it is at least 51% owned and controlled by women.)</p>	<p>_____ NO _____ YES</p> <p>_____ NO _____ YES</p>
<p>4. How many people are employed by the bidder?</p>	<p>_____ Employees</p>
<p>5. Total number of people employed by the bidder:</p> <ul style="list-style-type: none"> * Within New York State? * Outside of New York State? * Outside of United States? 	<p>_____</p> <p>_____</p> <p>_____</p>
<p>6. Is the bidder independently owned and operated?</p>	<p>_____ NO _____ YES</p> <p>(If no, provide details.)</p>
<p>7. List and describe any liquidated damages assessed, and/or liens or claims over \$25,000 filed against the bidder and remaining undischarged or unsatisfied for more than 90 days, on any contracts within the past five years.</p>	<p>_____ NO _____ YES</p>

8. Within the past five years has the bidder, any affiliate, any predecessor company or entity, any owner of 5.0% or more of the bidder's equity, or any director, officer, partner, or employee, or other agent of the bidder who either routinely or frequently acts for the bidder, or has acted for the bidder at any time in conjunction with the pending contract, or any similar contract with New York State, been the subject of:

- a) A judgment of conviction for any business-related conducts constituting a crime under state or federal law?
- b) A currently pending indictment for any business-related conducts constituting a crime under state or federal law?
- c) A grant of immunity for any business-related conducts constituting a crime under a state or federal law?
- d) A federal suspension or debarment, New York rejection of any bid or disapproval of any proposed subcontract for lack of responsibility, denial or revocation of pre-qualification in any state, or a voluntary exclusion agreement?
- e) A civil or criminal investigation of the New York State Ethics Commission involving a violation(s) of Section 73 and/or Section 74 of the Public Officer's Law?
- f) Any bankruptcy proceeding?
- g) Any suspension or revocation of any business or professional license?
- h) Anyone whose license to provide health care services under investigation, citation, suspension (including suspension stayed on compliance with compulsory terms) and/or conviction by any State licensing authority for reasons bearing on professional competence, professional conduct, or financial integrity?
- i) Any failure to notify the OTDA of any investigation, citation, suspension (including suspension stayed on compliance with compulsory terms) and/or conviction by a State agency of a matter within its jurisdiction?
- j) Any citations, Notices, violation orders, pending administrative hearings or proceedings or determinations for violations of:
 - * federal, state or local health laws, rules or regulations;
 - * unemployment insurance or workers compensation coverage or claim requirements;
 - * ERISA (Employee Retirement Income Security Act);
 - * federal, state or local human rights laws; or,
 - * federal, state security laws?
- k) A grant of immunity for any business-related conducts constituting a crime under a state or federal law?
- l) Any federal determination of a violation of any labor law or regulation, or any OSHA serious violation?
Was violation willful?
- m) Any state determination of a violation of any labor law or regulation?
- n) Any state determination of a Public work violation?
Was violation deemed willful?
- o) A revocation of MBE or WBE certification?
- p) A rejection of a low bid on a state contract for failure to meet statutory affirmative action or MWBE requirements?
- q) A consent order with the NYS Department of Environmental Conservation, or a federal or state enforcement determination involving a construction-related violation of federal or state environmental laws?

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

- _____ NO _____ YES

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

CERTIFICATION

The undersigned: 1) recognizes that this questionnaire is submitted for the express purpose of inducing the New York State Office of Temporary of Disability Assistance to award a contract or approve a subcontract;

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

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Revised September 2005

Section B. AGENCY INFORMATION

MINORITY BUSINESS ENTERPRISES AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION NARRATIVE

Describe what affirmative steps will be taken to foster and promote participation by Minority Business Enterprises and Women-Owned Business Enterprises in the procurement of goods and services as subcontracts and vendors/suppliers, and by minorities and women in the development and operation of the proposed project.

Following this narrative, attach copies of the following:

- ✓ A copy of the agency’s Board Profile
- ✓ Verification of current Worker Compensation Coverage
- ✓ Verification that Charities Registration is current
- ✓ A copy of the agency’s Certificate of Incorporation
- ✓ A copy of the agency’s most recent Audited Financials (Should have been completed within the past 12 months; if not provide an explanation)
- ✓ Employment Opportunity (EEO) Policy Statement; OTDA’s policy statement may be used here.

Section C. QUALIFICATIONS & DOCUMENTATION OF NEED

Describe the program to be funded by the proposal. Include supporting information regarding the magnitude of the need for services in the county or counties in which the program is proposed to operate. This section should also demonstrate the expertise of the Offeror, indicating how the organization is uniquely qualified to conduct the program

Describe the proposed program's operation. Include a discussion of how the programmatic considerations and program organization requirements will be met. If other eligible entities are to be involved in the advocacy program, the proposal should set forth the relationship contemplated between the various organizations. This section also should contain the strategy for providing services to persons with a variety of disabling conditions within the coverage area, and should identify outreach methods to be used to foster good working relationships with local social services districts.

No further entries on this page.

Section D. PROGRAM PLAN / PROGRAM NARRATIVE

Program Work Plan for Legal Representation Services

The Offeror must submit the Program Work Plan and the service goals for Work Plan, attached as Appendix C, for Legal Representation services. The work plan must address the following factors:

1. The expected number(s) and type(s) of cases for which legal representation will be undertaken during the contract period. Subsequent work plans must identify the number of cases actually opened during the prior contract period when applicable.
2. The number of cases expected to be closed during the contract period. Subsequent work plans must identify the number of cases actually closed during the prior contract period.
3. Any service changes that your organization is pursuing (site relocation, expansion/contraction of coverage area, sources of funding, staff changes, impending contracts and subcontracts, etc.).
4. The methods the Offeror will utilize to achieve and maintain the required performance goals, including the performance of subcontractors.
 - a) Subsequent work plans must include justification and corrective action plan for deficient performance, if any, by the contractor or subcontractors.
5. The number, respective position(s) and percentage of time to be spent by staff assigned to the project.
6. The time frames for hiring and training of any additional staff needed to provide services at the anticipated level of need for these services within the Offeror's area of operation and the plan for your organization to be 100% operational at the time of contract start-up.
7. The electronic database, if any, used by the Offeror for legal research;
8. The Offeror's plan to meet the need for continuing training of its staff to keep them abreast of changes and developments in the law affecting disability benefits, a positive statement of the Offeror's willingness to utilize the statewide legal support services described above, and a description of how the Offeror will integrate such services into its plan to meet the need for continuing training of its staff;
9. The Offeror's plan for obtaining access to a spreadsheet application or other relational database computer software, with the capacity for importability and exportability, for use in electronic submission of case closing data;
10. The demonstrated record of the Offeror in establishing and maintaining formal and informal cooperative referral networks with community based private and public human

services agencies, and the Offeror's plan for securing the services of legal consultants with established credentials in the area of disability law;

11. The manner in which the Offeror will regularly exchange information with other providers in order to identify and attempt the resolution, through litigation, of systemic errors in the administration of the disability benefits program;
12. The initial work plan must contain a statement that the Offeror agrees to submit annually to the Office, a sample signed Authorization for Release of Disability Advocacy Program Information Form (Appendix D4) for a client whose case is accepted for representation on and after the date of contract execution, as a condition for receiving payment from funds for the legal services provided during the period of this contract. The sample release will be accorded confidential treatment by this Office.

A. Program Work Plan for Statewide Legal Support and Administrative Services

The Offeror must submit a work plan for Statewide Legal Support and Administrative Services, which must address the following factors:

1. A description of strategies and methods to provide training on the federal disability application and appeals process to DAP contractors and local social services district staff;
2. A description of experience and information which demonstrates the Offeror's capability to provide a periodic law newsletter, which includes a sample newsletter and which highlights statewide and national litigation, legislation and advocacy strategy to assist DAP advocates in providing legal representation in Social Security cases;
3. A description of the Offeror's expertise and experience to provide legal advice to disability advocates representing individuals seeking disability benefits;
4. The capability to provide legal research for DAP advocates, including free computer assisted legal research;
5. The demonstrated capability to provide co-counsel representation of disability clients in individual cases, and in all cases involving systemic problems in the SSI/SSD disability programs;
6. The experience and ability to provide drafting and review of legal documents, briefs and memoranda for DAP advocates;
7. The capability to provide informational clearinghouse functions regarding matters such as disability litigation, laws, regulations, policies and hearing decisions;
8. The capabilities to liaison with the Office on substantive legal issues concerning the disability determination process and the administration and operation of the Disability Advocacy Program;

9. The capability and expertise to maintain and monitor the accuracy of a database that contains case closing and monthly activities information that DAP providers submit electronically on a monthly basis using a statistical collection report form prescribed by the contract;
10. The ability to retrieve and transmit to the Project Director and other Office staff, at least quarterly, or otherwise upon request, case closing data to be used for reporting purposes, computation of county charge-back amounts, quarterly review of contractors' win/loss rates and general oversight of the Program;
11. The capability and experience to provide assistance to contractors regarding problems with data collection and case reporting, including having a mechanism to inform contractors on a quarterly basis of the information reflected in the case closing database and to reconcile resolved cases;
12. The ability to provide assistance, pursuant to the direction of the Office, in the preparation of the biennial DAP Report to the Legislature required by Section 35 of the Social Services Law, which describes the Disability Advocacy Program activities;
13. The plan to provide periodic reports, and other documentation, as determined necessary by the Office, to the Project Director regarding the statewide legal support services provided under this contract; and
14. The ability to produce ad-hoc reports on an as needed basis in a timely manner.

Organization Background

1. Briefly describe the history of your agency and provide a general description of the agency structure. (Please include and organizational chart.)
2. Describe resources and skills your organization specifically will commit to carry out the proposed DAP funded activities.
3. Provide evidence that your organization has the ability to administer all financial and programmatic aspects of this initiative.
4. Provide evidence of your agency's experience in providing services to this or similar populations.

No further entries on this page.

Section E. Budget

INSTRUCTIONS FOR COMPLETION OF THE BUDGET

This section is available in electronic excel format (with and without formulas) at the OTDA website:

http://www.otda.state.ny.us/main/cgo/procurement_bid.htm.

Agencies requesting grant funds in categories where it is possible to purchase goods and/or services from MWBEs are required to demonstrate how they will use these purchases to meet OTDA's MWBE goal of 10.5%, 5% Minority Owned Business and 5.5% Women Owned Business participation. The MWBE participation goal of 10.5% is only applied to the amount of grant funds requested in support of activities that provide MWBE opportunities. The possible categories in which there could be MWBE participation include:

- contractual services (with for-profit firms only; this excludes subcontracts with other NFPs and units of local government)
- consultant services (with for-profit firms only)
- supplies
- equipment
- administration (for non-agency personnel costs only)

Offerors who intend to request funds in categories such as those above in which MWBE participation is possible are required to complete all forms set forth in this RFP including the MWBE and EOD sections. Offerors that request funds in support of MWBE opportunities that have not yet identified specific certified businesses to achieve the desired goals should indicate "TBD" on the MWBE Utilization Plan and include with the Plan a narrative that details what steps will be taken to foster and promote participation by MWBEs.

Offerors who do not request funds in areas that offer MWBE opportunities, (i.e. those in which all grant funds will support direct personnel or contractual relationships with other NFPs/units of local government) will have a 0% participation goal. These Offerors should label MWBE forms "Not Applicable, as all grant funds will support personnel or contracts with other NFPs/units of local government". Please note that all Offerors are required to complete the EOD section of the proposal.

B-1 Personnel Expense Detail

Employees who should be included on this form are those who will be paid in full or in part from Funding Request. Any key personnel listed in the budget should be included in the narrative. Key personnel must provide direct services to program participants. There are separate sections for salaried employees and hourly employees.

To complete this section:

List the titles of the appropriate salaried personnel. "Salary" column requires that you prorate the salary for the contract term. For example, if the contract term is 9 months and the

project director's annual salary is \$20,000, you would multiply the \$20,000 by 9/12 (75%). The correct amount to enter in this column would be \$15,000. Next determine and enter the "Percentage of Time" this individual will spend performing program related job duties. Please calculate the amount of salary cost that is allowable and enter it in the "Budget Funds" column based on the percentage of time.

Next determine and enter the "Percentage of Time" this individual will spend performing program related job duties. Please calculate the amount of salary cost that is allowable and enter it in the "Budget Funds" column based on the percentage of time.

List the "Titles" of the appropriate hourly personnel. For each employee enter the "Hourly Wage" and the number of "Hours on Project" you expect them to spend. Then calculate the amount of salary cost that is allowable and enter it in the "Budget Funds" column. Please carry these amounts to the "Budget Summary Worksheet".

B-2 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 and/or dental insurance. The total fringe benefit and payroll taxes chargeable to this program cannot exceed what is allowable by the Office of the State Comptroller. The percentage of fringe benefits allocated to the "Total Project" cannot be greater than the percentage of Salaries/Hourly Wages charged to the project, but you may allocate a lower percentage. For example if the project director spends 50% of her time on the project, only 50% of her total fringe benefits for the number of months in the term of the contract may be allocated to the project.

These amounts should be reflected in the "Budget Summary Worksheet". **You must explain all costs associated with this budget line in the Justification/Explanation section of this worksheet.**

B-3 Consultant Expense Detail

Consultants are entities who are not supervised by your organization. They perform jobs as they determine appropriate, 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.

In the Explanation/Justification 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 the Agreement will be submitted prior to vouchering and will be subject to prior approval by the OTDA. ***Paid consultants may not be members of the Board of Directors.*** Indicate how each consultant will be paid; e.g., \$20 per hour x 80 hours or 6 days at \$75/day.

These amounts should be reflected in the "Budget Summary Worksheet".

B-4 Travel 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 organizations, and for outreach purposes, etc. Program participants travel costs are not eligible.

NYS has travel rates established for its employees. The rates you charge may not exceed the current approved NYS rates. The mileage rate is currently **\$0.51** per mile for personal car. Hotel and per diem rates vary upon the destination. If you spend more than the established NYS rates you will be reimbursed only up to the NYS rates. A guide for travel is available upon request.

In the Explanation/Justification 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.*** For each item of travel, show the calculation used to determine the “Travel Expense”; i.e., \$0.50 x 100 miles = \$50.00 or 100 bus tokens at \$1 = \$100.00.

These amounts should be reflected in the “Budget Summary Worksheet”.

B-5 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 any item 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. These bids must be attached. 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. The acquisition cost of “general purpose” and “special” equipment as defined in OMB Circular A-122, “Cost Principles for Non-Profit Organizations”, which exceed \$5,000 will be evaluated to determine if leasing is a practical and cost effective alternative. Equipment purchases with grant dollars will be limited and substantial equipment purchases are strongly discouraged and should be avoided.

In the Explanation/Justification section, describe the equipment and how it relates to service delivery. If other than the low 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.

These amounts should be reflected in the “Budget Summary Worksheet”.

B-6 Supplies Expense Detail

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

In the Explanation/Justification describe how the purchase of supplies relates to service delivery. 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).

These amounts should be reflected in the “Budget Summary Worksheet”.

B-7 Contractual Services Expense Detail

This section should include any costs that have a formal (written) or informal (oral) contract. Examples include rental/lease of equipment, printing, photocopying, etc.

If contractual services are to be reimbursed by the contract, you must include documentation. Leases exceeding \$5000 will require three competitive bids for review by OTDA. All other factors being equal, OTDA will choose the lowest bidder. If documentation is not available, include a reasonable estimate along with the basis for the calculation used to determine the cost.

In the Explanation/Justification, describe why the contractual services are needed for service delivery. If the costs to be paid for by the 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. Costs associated with direct services provision should be represented under consultants.

These amounts must be reflected in the “Budget Summary Worksheet”.

B-8 Other Expense Detail

This section should include any direct costs that do not fit into the other expense categories. Examples include postage, telephone, conference fees, etc.

In the Explanation/Justification section, describe how Other Expenses relate to service delivery. Show all calculations.

These amounts must be reflected in the “Budget Summary Worksheet”.

B-9 Administrative Costs Expense Detail

These costs are for the administration of the program. Any cost, which is budgeted completely or partially in an itemized direct cost category, **may not** be part of the budgeted administrative costs. For example a portion of the Bookkeeper, Executive Director, and Program Director’s salary may be considered administrative charges, however those associated salaries then cannot be charged in the personal services budget. 15% may be charged with an itemized listing of costs. The administrative cost **may not** include any portion of costs that are assignable to other federal, state or funding agencies.

Upon completion of budget sections B-1 through B-9, transfer the information to the Annual Budget Statement and then to the Master Budget Statement. The first period of funding is for six months. Years 1 - 4 funding total must be the same annually.

XVII. APPENDICES

State of New York Multi-Year Agreement

- A Standard Clauses for All New York State Contracts
- A1 Office of Temporary and Disability Assistance-Agency Specific Clauses
- B Budget
- C Payment and Reporting Schedule
- D Contractor Information
- D1 Current Number of SSI Recipients by County and Arranged by Region Served by Current DAP Providers
- D2 Service Goals for Work Plan
- D3 Disability Advocacy Program Case Closing
- D4 Authorization for Release of Disability Advocacy Program Information (English and Spanish)
- X Modification of Agreement Form
- Z Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Participation Requirements For All NYS Office of Temporary and Disability Assistance Contracts and Grants

Attachment Q Notices

STATE OF NEW YORK
MULTI YEAR AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

II. Payment and Reporting

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

- F. The CONTRACTOR shall also comply with the State Comptroller's requirement to file a Substitute Form W-9. The form and the instructions for completing the form, as well as the Electronic Payment Authorization Form are located at [Electronic Payment and Substitute W-9](#).

III. Terminations

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

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

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

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

No further entries on this page.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

June, 2011

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term

specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies,

equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the

provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will

indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority

and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE

TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

NYS OFFICE OF TEMPORARY & DISABILITY ASSISTANCE
AGENCY SPECIFIC CLAUSES
APPENDIX A1

1. PERSONNEL

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

2. OFFICE SERVICES

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

3. GENERAL TERMS AND CONDITIONS

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

site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

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

4. REPORTS AND DELIVERABLES

- a. The Contractor shall prepare and submit all reports, documents and projects required, and especially those reports, documents and products contained in the APPENDICES, to OTDA's Contract Manager for review and approval. These reports shall be in such substance, form and frequency as required by OTDA in order to meet State and Federal requirements.
- b. Should the Contractor fail to submit, to the extent required by the Office, any reports or documents as required in the above paragraph (a), the Office reserves the right to suspend any payments due until such time as the reports or documents are submitted by the Contractor to the Office.
- c. If the Contractor expends \$500,000 or more in Federal funds during any one fiscal year, the Contractor will be subject to the Audit Requirements and provisions of OMB Circulars: A-110; A-122, A-133; and, all other audit requirements determined applicable by the OTDA. The audit shall be completed on an annual basis and the audit report submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the OTDA. The audit shall be conducted in accordance with generally accepted government auditing standards by an independent auditor and submitted in a form determined by the OTDA. The OTDA will report its finding and any recommendations to the Contractor and may impose any sanctions as determined appropriate. The cost of audits made in accordance with these provisions are allowable charges to the Contract, charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars.

5. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such information with regard to services authorized by the Social Services Law in conformity with the provisions of applicable State and Federal laws and regulations (e.g. Sections 136 and 372 of the Social Services Law, 18NYCRR 357). Recipients of services other than those which are authorized by Social Services Law shall have their confidentiality protected as directed by OTDA. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

- b. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). In the event of an information security breach, the Contractor must immediately notify the Office's Information Security Officer, and adhere to State and Office procedures regarding information security incident reporting and management. The Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

6. PUBLICATIONS AND COPYRIGHTS

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

7. PATENTS AND INVENTIONS

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

8. TERMINATION

- a. This AGREEMENT may be terminated by OTDA, if OTDA deems that termination would be in the best interest of the State, provided that OTDA shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. OTDA agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, OTDA may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent via registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefor. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, OTDA may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to OTDA. Upon such termination, OTDA may require a) the repayment to OTDA of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at OTDA's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of OTDA terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OTDA to the Contractor.
- d. Should OTDA determine that Federal or State funds are unavailable; OTDA shall deem this contract terminated immediately. OTDA agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, OTDA shall follow this up immediately with written notice. OTDA will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from OTDA. If State or federal funds become unavailable prior to completion of a performance-based contract, the contractor is entitled to receive reimbursement in an amount equal to the amount the contractor would otherwise have received for the payment points that have been completed at the time that the funds become unavailable.

9. ADDITIONAL ASSURANCES

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

APPENDIX B

BUDGET

Organization Name: _____

4.5 YEAR BUDGET STATEMENT							
	Object of Expense	YEAR .5 Funding Request	YEAR 1 Funding Request	YEAR 2 Funding Request	YEAR 3 Funding Request	YEAR 4 Funding Request	Total
A.1	Personnel Services						
B2	Fringe Benefits						
X	Personal Services Total (Lines B1 + B2)						
B3	Consultants						
B4	Travel						
B5	Equipment						
B6	Supplies						
B7	Contractual Services						
B8	Other Expenses						
B9	Administrative Costs						
Y	Non-Personal Services Total (Lines B3 thru B9)						
Z	PROJECT TOTAL						

*YEARS .5 through Year 4 Funding Request: Fill in with anticipated amounts, detail will be requested annually. Project Total should be the same every year, except for half year.

Organization Name _____

In the space below, please indicate the funding formula that corresponds to your agency’s proposed DAP **annual budget**. The total annual amount should be detailed and justified in the subsequent budget pages. Please refer to Section XI – Funding Formula of the RFP for additional information.

Choose only one and complete.

ANNUAL BUDGET SUMMARY

Object of Expense		Annual Funding Request	Total
B1	Personnel		
B2	Fringe Benefits		
X	Personal Services Total (Lines B1 + B2)		
B3	Consultants		
B4	Travel		
B5	Equipment		
B6	Supplies		
B7	Contractual Services		
B8	Other Expenses		
B9	Administrative Costs		
Y	Non-Personal Services Total (Total Lines B3 - B9)		
Z	ANNUAL PROJECT TOTAL		

~~(Non-Personal Services Total (Y) is limited to no more than 20% of the grant award.)~~(07/13/11)
Administrative Costs (B9) are limited to no more than 15% of the grant award.

INSTRUCTIONS: For each of the following charts, provide a brief explanation of the items and a justification for their inclusion in the budget. Space will be provided for the narrative directly following each chart. If additional space is required, sheets should be attached and clearly identified.

PERSONAL SERVICES BUDGET STATEMENT

Personal Services Costs

A minimum of 80% of contract funds must support personal services costs that are directly associated with the provision of legal representative services for the disabled. Contract funds for agency administrative costs will be limited to 15%. The contract amounts requested here that are administrative in nature will be added to the charges listed under administrative costs and tested against the limits.

PERSONAL SERVICES BUDGET			
B-1 Personnel Expense Detail			
Salaried Employees' Title	Total Annual Salary	% Time on Project	Annual Funding Request
Subtotal Salaried Personnel			
Hourly Employees' Title	Hourly Wage	# Hours on Project	Annual Funding Request
Subtotal Hourly Personnel			
TOTAL PERSONNEL EXPENSES			

Explanation/Justification:

Provide title and job description for positions funded by this budget. Attach additional page if necessary.

B-2 Fringe Benefit Expense		
Employee Title	Fringe %	Annual Funding Request
Total Fringe Benefit Expenses		

EXPLANATION/JUSTIFICATION:

Provide listing of benefits included as fringe.

NON-PERSONAL SERVICES BUDGET STATEMENT

~~(Non-personal services costs are limited to a combined maximum of 20% of the Budget Funds total.)~~(07/13/11)

B-3 CONSULTANT EXPENSE DETAIL	
ITEM	Annual Funding Request
TOTAL CONSULTANT EXPENSES	

Explanation/Justification:

Explain need for and/or use of each item for which you are requesting funding. Requests in support of this grant category, if not with another not for profit or unit of local government, are **required** to demonstrate how they will use these purchases to meet MWBE goals. The required forms are located in the Agency Information section.

B-4 TRAVEL EXPENSE DETAIL	
ITEM	Annual Funding Request
TOTAL CONSULTANT EXPENSES	

Explanation/Justification:

Explain need for and/or use of each item for which you are requesting funding.

B-5 EQUIPMENT EXPENSE DETAIL	
ITEM	Annual Funding Request
TOTAL CONSULTANT EXPENSES	

Explanation/Justification:

Explain need for and/or use of each item for which you are requesting funding. Requests in support of this grant category are **required** to demonstrate how they will use these purchases to meet MWBE goals. The required forms are located in the Agency Information section.

B-6 SUPPLIES EXPENSE DETAIL	
ITEM	Annual Funding Request
TOTAL CONSULTANT EXPENSES	

Explanation/Justification:

Explain need for and/or use of each item for which you are requesting funding. Requests in support of this grant category are **required** to demonstrate how they will use these purchases to meet MWBE goals. The required forms are located in the Agency Information section.

B-7 CONTRACTUAL EXPENSE DETAIL	
ITEM	Annual Funding Request
TOTAL CONSULTANT EXPENSES	

Explanation/Justification:

Explain need for and/or use of each item for which you are requesting funding. Requests in support of this grant category, if not with another not for profit or unit of local government, are **required** to demonstrate how they will use these purchases to meet MWBE goals. The required forms are located in the Agency Information section.

B-8 OTHER EXPENSE DETAIL	
ITEM	Annual Funding Request
TOTAL CONSULTANT EXPENSES	

Explanation/Justification:

Explain need for and/or use of each item for which you are requesting funding. Requests in support of this grant category, if not with another not for profit or unit of local government, are **required** to demonstrate how they will use these purchases to meet MWBE goals. The required forms are located in the Agency Information section.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

- a. In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Temporary & Disability Assistance (OTDA) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount shown on cover page, in accordance with the budget contained in Appendix B, which is attached hereto. Should funds become unavailable or the Division of Budget fails to approve sufficient funds to complete this project according to the amount agreed upon in this agreement, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds shall have actually been allocated.
- b. To the extent permitted by Federal law and regulation, OTDA may, at its own discretion, make advance payments to the Contractor, up to 25%, upon the submission of sufficient justification therefor. Said advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by the Comptroller of the State of New York and upon the submission to OTDA by the Contractor of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to OTDA. In the event either party terminates the contract prior to its expiration, the Contractor agrees to refund to OTDA immediately any advance balance then outstanding.
- c. OTDA agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York. These vouchers shall be submitted at least quarterly. OTDA agrees to submit each approved voucher to the Comptroller for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing and together with a justification therefor. The Contractor agrees to submit all vouchers to OTDA no later than thirty days following the completion or termination of this AGREEMENT. For purposes of Article XI-B of the State Finance Law, vouchers other than those for payment of advances are payable on the 45th day after the end of the vouchering period (monthly, quarterly or as defined in the payment schedule) if deemed acceptable by OTDA and Office of the State Comptroller, and if the contractor's voucher is received within 15 days after the end of said period. If the Contractor's voucher is received later than 15 days after the end of said period, then the voucher will be payable 30 days after receipt if deemed acceptable by OTDA and the Office of the State Comptroller.
- d. OTDA reserves the right to withhold up to 10% of any payment otherwise due under this AGREEMENT as security or the faithful completion of services under this AGREEMENT. Said amount is to be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT and the attachment thereto, a final voucher, the accounting for the advance payment made pursuant to this AGREEMENT, and upon certification, by the Contractor that it has completed its obligations and duties this AGREEMENT.

BUDGET REVISIONS

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

DESIGNATED PAYMENT OFFICE

Program Office:

Program Area:

Address:

**APPENDIX D
CONTRACTOR INFORMATION**

1) Incorporated Agency Name: _____

2) Street Address: _____

City, State, Zip Code: _____

County: _____

3) Agency Contact: _____ Title: _____

Phone #: _____ FAX #: _____

Email Address: _____

Mailing Address: _____

Program Contact: _____

Title _____ Phone # _____

FAX #: _____

Email Address: _____

Mailing Address: _____

4) Federal Employer Identification #: _____

State Registered Charitable Organization #: _____

Municipality #: _____

Community District(s): _____

Federal Congressional District(s): _____

State Senate District(s): _____

State Assembly District(s): _____

5) Award Amount: _____

6) **Organization Information**

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

Non-Profit Organization	Yes <input type="checkbox"/> No <input type="checkbox"/>	Women-Owned Business	Yes <input type="checkbox"/> No <input type="checkbox"/>
Minority Business Small Business	Yes <input type="checkbox"/> No <input type="checkbox"/>	Municipality	Yes <input type="checkbox"/> No <input type="checkbox"/>

7) **Non-Discrimination/Sectarian Organization Compliance Justification**

Is your organization a minority community-based agency? (At least 51% of the board members are African American, Hispanic, Asian, Native Americans, etc.)

Yes/no:

If yes, please specify one or more of the following:

African-American	<input type="checkbox"/>	Native American	<input type="checkbox"/>
Hispanic	<input type="checkbox"/>	Women	<input type="checkbox"/>
Asian	<input type="checkbox"/>	Other	<input type="checkbox"/>

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

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

CURRENT NUMBER OF SSI RECIPIENTS BY COUNTY AND ARRANGED BY REGION SERVED BY CURRENT DAP PROVIDERS

*Office of Temporary & Disability Assistance
Social Statistics, Table 17: Supplemental Security Income
Calendar Year 2010 Summary (Monthly Average Recipients)*

<u>CAPITAL</u>	<u>Recipients</u>	<u>NEW YORK CITY</u>	<u>Recipients</u>
Albany	7,018	New York City	416,278
Columbia	1,545		
Greene	1,285	<u>NORTHERN</u>	<u>Recipients</u>
Rensselaer	3,814	Clinton	2,854
Saratoga	2,836	Essex	1,021
Schenectady	4,956	Franklin	1,684
Warren	1,652	Hamilton	58
Washington	1,543	St. Lawrence	<u>3,844</u>
Total:	24,649	Total:	9,461
<u>CENTRAL</u>	<u>Recipients</u>	<u>WESTCHESTER</u>	<u>Recipients</u>
Broome	6,381	Dutchess	5,109
Cayuga	1,904	Putnam	817
Chenango	1,566	Westchester	<u>16,989</u>
Cortland	1,214	Total:	22,915
*Delaware	1,190		
Fulton	2,006	<u>WESTERN</u>	<u>Recipients</u>
Herkimer	1,672	Allegany	1,519
Jefferson	2,973	Cattaraugus	2,442
Lewis	633	Chautauqua	4,720
Madison	1,335	Chemung	3,451
Montgomery	1,760	*Erie	28,086
Oneida	8,118	Genesee	1,200
Onondaga	14,066	Livingston	1,109
Oswego	3,323	Monroe	23,667
Otsego	1,421	Niagara	5,630
Schoharie	709	Ontario	1,889
Total:	50,271	Orleans	912
		Schuyler	436
<u>HUDSON</u>	<u>Recipients</u>	Seneca	715
Orange	6,589	Steuben	3,215
Rockland	4,873	Tioga	1,170
Sullivan	2,586	Tompkins	1,706
Ulster	4,127	Wayne	2,000
Total:	18,175	Wyoming	657
		Yates	<u>502</u>
		Total:	85,026
<u>LONG ISLAND</u>	<u>Recipients</u>	**Mental Hygiene	<u>6,974</u>
Nassau	17,726	Grand Total NYS:	672,857
Suffolk	<u>21,382</u>		
Total:	39,108		

*county is its own provider
**total mental hygiene number for all counties

Service Goals for Program Work Plan

Definitions

For the purposes of this form the following definitions shall apply:

1. "Case" - A case includes any application for or attempt to retain Title II or Title XVI disability benefits or to prevent recoupment of alleged overpayments which would result in the total loss of such benefits, as to which a Contractor provides analysis, assessment, advice, counsel, representation or other service.
2. "Win" - A win is a case that results in a final determination which awards or retains Title II or Title XVI disability benefits after legal representation provided by a Contractor at the hearing or other initial claim review stage prescribed by the federal Social Security Administration and/or subsequent level of review.
3. "Loss" - A loss is a case that results in a final determination which denies or terminates Title II or Title XVI disability benefits after legal representation provided by a Contractor at the hearing or other initial claim review stage prescribed by the federal Social Security Administration and/or subsequent level of review.

Direct assistance or representation to individual clients - includes advice and counsel, brief service, information, referral to another entity where appropriate, representation before the Social Security Administration or federal courts, and any other form of direct assistance to an individual disabled person.

The assistance shall be provided in connection with not only a formal "case" opened by the Contractor but also contacts as to any other inquiry or request for advice or assistance regarding a disability related legal problem (thus, e.g., issues of overpayments, calculations or benefits, SSA procedures, and applications for or denials of benefits are among the relevant problems).

The unit of measurement is the number of clients to whom the prime Contractor has provided such services during the performance period, as determined by case closing reports. A client who has withdrawn without receiving any service is not counted as a unit of service, although the time spent in dealing with such client is a reimbursable expense.

Client Representation*

Estimated number of cases to be opened in contract year _____

Estimated number of cases to be closed in contract year _____

Direct client assistance* (other than Client Representation) _____

*a *minimum* of 30% of cases must be Safety Net

Note: The following two pages contain descriptions and reporting goals of services you may, or may not, plan on offering. If you are not planning on offering these services, the fields should be left blank.

APPENDIX D2 (2 of 3)

Class Action Representation - means litigation in which the Contractor, in their professional judgment, determines that suit on behalf of a plaintiff class, or against a defendant class, is appropriate.

Because such suits usually involve issues of significance to large numbers of disabled persons, they often take substantially greater resources and last considerably longer than individual cases. Therefore, the unit of measurement is the number of such lawsuits brought, or prosecuted, by the prime Contractor in the contract year. This type of case needs to be counted as a unit of service in each year it is pending, not just when closed.

The Contractor may want to express the unit of measurement in terms of the number of disabled persons benefited, if that can be at least approximately determined. However, this may not be possible as several years may elapse before any benefits accrue to the class members.

Note that it may be very difficult to project this type of service in advance of the contract year, because the necessity for the class action may rise from a pattern or practice of illegal conduct in a number of individual cases. Therefore, this service goal may need to be adjusted on the basis of case history.

Class Action Representation:

Estimated Staff Person Hours _____
Estimated Number of Class Actions _____

Community Legal Education (CLE) - CLE teaches eligible clients their legal rights and how to effectively apply or and obtain disability benefits. There are many vehicles for doing this: e.g., clinics, meetings with groups of disabled people, radio and TV public service announcements (PSA's), literature, posters, bus placards, slide shows, local newspaper articles.

CLE can be conducted directly or through training of other human services staff and volunteers, such as social services departments. Vocational rehabilitation agencies, associations of disabled people, churches, and client assistance program agencies, etc. Those staff in turn can act as advocates or can provide self-help education to disabled clients.

Both ways expand the available resources by utilizing the time of Contractor staff that would ordinarily be spent on 1-to-1 representation to instead teach clusters of people to represent themselves or others.

The unit of measurement can be either the number of education projects (events held, items of literature distributed, PSA's made, etc.) or the number of persons reached.

Community Legal Education:

Estimated Number of CLE Products or Events _____
Estimated Number of Persons Reached _____

Outreach - differs from CLE by its goal, which is to encourage disabled persons to apply for benefits, to encourage them to seek the help of the Contractor or other community agencies, and to inform them as to how to do these things. The methods are similar to those used in CLE and the units of measurements are the same as for CLE.

Outreach:

Estimated Number of Outreach Products or Events _____
Estimated Number of Persons Reached _____

APPENDIX D2 (3 of 3)

Non-legal Services Complementary to Legal Assistance -frequently a client requires non-legal service to supplement the assistance given on the legal problem. For example: identifying a community organization specializing in the given client's disability, advising the client of the availability of such services, and helping the client to obtain the services. Another example is counseling the client and her/his family concerning stresses caused by the disability.

It may not be practical to fragment the service by referring the client to another agency for such help, and there may be tragic consequences if the need is ignored. Those complementary services may be provided by legal or support staff, or by someone, such as a social worker, specifically trained for such purposes.

The unit of measurement is the number of clients to whom the services have been provided in the contract year, as determined by case closing reports.

Non –legal Services Complementary to Legal Assistance:

Estimated Number of Clients to be Provided Services _____

Pro Bono Related Services - an obvious source of additional legal resources is the private Bar. To take advantage of it, a Contractor must recruit attorneys willing to accept referrals of disability cases pro bono and must train those attorneys in the handling of such cases.

The units of measurement are (a) the number of attorneys recruited or disability cases, and (b) the number of training events held or (c) the number of attorneys trained. Paralegals working for private firms may also be counted.

Given the establishment by the Contractor of a volunteer lawyer program, with the intake and referrals of cases done by the Contractor, it follows that the legal representation services described above should include services performed by volunteer lawyers for clients referred by the Contractor.

Pro Bono Related Services:

Estimated Number of Attorneys to be Recruited _____

Estimated Number of Training Events _____

Number of Attorneys Trained _____

Disability Advocacy Program Case Closing

Region _____ Agency _____

County of Residence: _____

Opening Date: _____ Closing Date: _____

1) Client ID #: _____

a) Client Name: _____

b) Client Social Security Number: _____

c) Date of Birth: ___/___/___

d) Sex: _____ M = Male F = Female

e) Home Zip: _____

f) Ethnicity: _____ W = White B = Black H = Hispanic, N = Native American ("Indian") A = Asian or Pacific Islander

g) Is individual Eligible for Public Assistance without SSI/SSD Benefits: (Check if yes)

h) Category of Public Assistance (at time of application) : _____ TANF, SN or MA

i) DAP - TANF: (Check if yes)

j) Referral Source: _____

a) Former Client b) Friend c) Local DSS (list district _____)

d) Social Security Administration e) Other

2) Nature of Disability _____ (select 3 letters that apply)

- a) Musculoskeletal e) Digestive i) Endocrine m) Neoplastic Diseases
- b) Special Sense and Speech f) Genito-urinary j) Multiple Body n) Alcoholism/Drug Addiction
- c) Respiratory g) Hemic and Lymphatic k) Neurological o) Immune Disorder
- d) Cardiovascular h) Skin l) Mental Disorders

3) Legal Problem: _____ a) Claim Denial b) Termination c) Other

4) Level of Review - Representation provided: _____ (select letter of highest value)

- a) Reconsideration b) ALJ Hearing c) Appeals Council d) District Court e) Other

4a) ALJ Name: _____

5) Outcome: _____

- a) Client did not receive/retain benefits b) Client withdrew/failed to return
- c) Case remanded d) Short Service
- e) Client received/retained monthly benefits f) Client won/did not receive monthly benefits
- g) Client won/did not receive ANY benefits

6) Benefit Information:

- Did client receive DIB Benefits? (Check if yes)
- Did client receive SSI Benefits? (Check if yes)
- Did client receive SSI and DIB Benefits? (Check if yes)

Monthly Benefits SSI Benefit: \$ _____ DIB Benefit: \$ _____ Total: \$ _____

Total retroactive payment: \$ _____ (do not include interim assistance in retroactive amount)

Interim assistance recovered \$ _____

APPENDIX D4 (1 of 2)

Authorization for Release of Disability Advocacy Program Information

I consent to disclosure of information concerning the services I received from _____ (*contractor's name*) under the Disability Advocacy Program (DAP) that may be necessary for New York State to audit the delivery of services under DAP. This information includes my name, social security number, public assistance case number, date of SSI eligibility, amount of interim assistance paid to New York State and any financial information relevant to the audit. This release does not allow disclosure of my medical records or any other information not expressly provided for in this release.

Information concerning the services I received from _____ (*contractor's name*) may be audited for the exclusive purpose of assuring New York State that _____ (*contractor's name*) is properly fulfilling its undertaking according to the terms of the agreement and to assure that reports furnished in compliance with the provisions of the agreement are true and correct.

This authorization will apply to any SSI application or appeal I have presently pending before the Social Security Administration, and to any SSI application I make or appeal I request with respect to the period ending one year after I sign this authorization.

I consent to disclosure of information set out above concerning the services I received from _____ (*contractor's name*) for a period of 6 years from the date of this authorization, or from the date the Social Security Administration determines my case, whichever comes later.

My questions about this form have been answered. I understand that all client related information released will be treated confidentially, and no permanent record of such information shall be made or maintained by the New York State Office of Temporary and Disability Assistance or the New York State Office of the State Comptroller. I understand that I may revoke this authorization at any time.

I do not waive any other aspect of the attorney-client privilege as to any other third party or any other files with this office.

DATE

SIGNATURE

**Autorización para Revelar Información
del Programa de Abogacía de Incapacitados**

Yo consiento a la divulgación de información concerniente a los servicios que recibí de _____ (*nombre del contratista*) bajo el Programa de Abogacía de Incapacitados (Disability Advocacy Program--DAP) que requiera la auditoría del Estado de Nueva York con respecto a la distribución de servicios bajo DAP. Esta información incluye mi nombre, mi número de seguro social, mi número de asistencia pública, fecha de elegibilidad para el SSI, la cantidad de asistencia interina pagada al Estado de Nueva York y cualquier información financiera relevante a la auditoría. Esta revelación no permite la divulgación de mis récords médicos o cualquier otra información que no se ofrece expresamente en esta revelación.

La información concerniente a los servicios que recibí de _____ (*nombre del contratista*) puede que sea examinada para el propósito exclusivo de asegurar al Estado de Nueva York que _____ (*nombre del contratista*) está cumpliendo apropiadamente con su compromiso, según los términos del acuerdo, y para asegurar que reportes provistos en cumplimiento con las provisiones del acuerdo son verdaderas y correctas.

Esta autorización se aplicará a cualquier solicitud de SSI o apelación que actualmente esté pendiente ante la Administración del Seguro Social, y a cualquier solicitud del SSI que yo haga, o apelación que solicite, con respecto al período que complete el año posterior a la firma de esta autorización.

Yo consiento a la divulgación de información establecida arriba concerniente a los servicios que recibí de _____ (*nombre del contratista*) por un período de seis años a partir de la fecha de esta autorización, o a partir de la fecha en que la Administración del Seguro Social determine mi caso, cualquiera que sea posterior.

Mis preguntas acerca de este formulario han sido contestadas. Comprendo que toda información relacionada al cliente que haya sido revelada será tratada confidencialmente, y ningún récord permanente de tal información deberá prepararse o ser mantenida por la Oficina de Asistencia Temporal y Asistencia para Incapacitados del Estado de Nueva York o la Oficina del Contralor del Estado de Nueva York. Yo comprendo que puedo revocar esta autorización en cualquier momento.

Yo no renuncio a ningún otro aspecto del privilegio entre abogado-cliente en cuanto a otra tercera persona u otro archivo mantenido en esta oficina.

Fecha

Firma

APPENDIX X

Agency Code: 27000

Contract Number: _____

Period: _____

Funding Amt. for Contract: _____

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

Whereas, the State and the Contractor wish to amend said agreement(CO _____); and the purpose of which is to modify the contract term and/or contract amount as referenced above and as amended in the attached Appendix(ices) -

All other provisions of said AGREEMENT shall remain in full force and effect.

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

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification

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

STATE OF NEW YORK)

SS:

County of _____)

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

_____ (Notary)_____

Attorney General's Signature

Approved:
Thomas P. DiNapoli, State Comptroller

By: _____

By: _____

Date: _____

Date: _____

APPENDIX Z

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

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

I. Introduction

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

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

Pursuant to Article 15-A of the New York State Executive Law and Regulations adopted pursuant thereto, NYS OTDA has established separate goals for participation of New York State Certified minority and women-owned business enterprises for all State Contracts. NYS OTDA is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all State contracts (1) in excess of \$25,000 for labor, services, supplies, equipment, materials, or any combination of the foregoing; (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair of real property renovations and construction; and (3) in excess of \$100,000 whereby the owner of a state

assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project. As a condition of the State contract, the Contractor and NYS OTDA agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement. Successful Contractors must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. For guidance on how NYS OTDA will determine a Contractor's "good faith effort," refer to 5 NYCRR §143.8.

ESTABLISHED OTDA GOALS FOR CONTRACTS ARE AS FOLLOWS:

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

ESTABLISHED GOALS FOR THIS PROCUREMENT/CONTRACT ARE AS FOLLOWS:

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

III. EEO Requirements

A. Prior to the Award of a State Contract

1. In addition to the requirements stated in Appendix A, Clause 12 (Equal Employment Opportunities for Minorities and Women), as a precondition to being selected for contract award and entering into a State Contract, the Contractor shall provide the following with its procurement submission:
 - a. An EEO Policy Statement, as described in Appendix A, Clause 12. The OTDA EEO Policy Statement form (OTDA Form 4970) can be used to satisfy this requirement.
 - b. Except for construction contracts, an EEO Staffing Plan of anticipated workforce, which should document:
 - i. The workforce proposed to be utilized on the State Contract; or
 - ii. Where the work force to be utilized in the performance of this State Contract cannot be separated out from the Contractor's and/or proposed Subcontractor's total work force (for example, certain commodities contracts), the Contractor's and/or proposed Subcontractor's total workforce including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by OTDA.
2. Failure to submit an EEO Policy Statement and EEO Staffing Plan of anticipated workforce may result in the rejection of the Contractor's procurement submission, unless the Contractor provides OTDA with a reasonable justification in writing for such failure (e.g., the failure to

submit a staffing plan where a Contractor has a work force of 10 or fewer employees), or makes a commitment to submit an EEO Policy Statement and an EEO Staffing Plan of anticipated workforce within the time frame specified in writing by OTDA.

3. If, after scoring, a Contractor is selected for award, before that award is completed (e.g., during contract negotiations), OTDA will conduct a review of the substance of the EEO Policy Statement and EEO Staffing Plan of anticipated workforce to determine whether the Contractor appears to be in compliance with Appendix A, Clause 12 and Executive Law Article 15-A, i.e., whether such documents demonstrate that the Contractor is committed to EEO. If, upon review, OTDA comes to the conclusion that such commitment to EEO principles is lacking, OTDA shall contact the Contractor and make every effort to resolve the deficiencies identified in the policy statement and staffing plan and to bring the substance of the policy statement and staffing plan into compliance with such requirements. Failure to correct such deficiency within a timeframe specified by OTDA shall result in noncompliance.

B. After the Award of the State Contract

1. The Contractor will designate a Minority/Women Business Enterprise Liaison/Contact person to coordinate implementation of the M/WBE-EEO program between the Contractor and the OTDA M/WBE Program Management Unit, pursuant to Article 15-A, and requirements in furtherance of the Statute that may be established by OTDA.
2. After approval of the award of a State Contract, and during the performance of the State Contract, the Contractor shall periodically submit to OTDA EEO Workforce Employment Utilization/Compliance Reports (OTDA Form 4971) which must document: The workforce actually utilized, on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by OTDA. All forms and reports will be submitted to the OTDA program manager for this contract award and forwarded for review to: Ms. Wilma BrownPhillips, M/WBE Director, NYS OTDA, M/WBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8222; mail to: Wilma.BrownPhillips@OTDA.State.NY.US.
3. In addition to general compliance monitoring of State Contracts, including a contractor's compliance with the requirements of 5 NYCRR Part 142, OTDA shall conduct in-depth compliance reviews on selected State Contracts during the course of the year, in accord with 5 NYCRR § 142.3.
4. The EEO Workforce Employment Utilization/Compliance Reports shall be reviewed as part of OTDA's general compliance monitoring. If discrepancies exist between the EEO Staffing Plan of anticipated workforce submitted, where applicable, with procurement submission and the Contractor's EEO Workforce Employment Utilization/Compliance Reports, the Contractor/ Subcontractor may be subject to an in-depth EEO compliance review.
5. If deficiencies are identified with the Contractor during OTDA's general contract compliance monitoring or during in-depth compliance reviews, the Contractor and OTDA M/WBE Program Management Unit, and other OTDA staff, as appropriate, shall make every effort to resolve the deficiencies identified to bring the Contractor/Subcontractor into compliance with such requirements.
6. If the Contractor and the OTDA M/WBE Program Management Unit, and other OTDA staff, as may be appropriate, are unsuccessful in their efforts, and, upon review, the OTDA

Commissioner or his/her designee agrees that the Contractor/Subcontractor is non-compliant, such Commissioner or his/her designee shall submit a written complaint to: New York State Empire State Development (ESD), Division of Minority and Women's Business Development ("DMWBD"), regarding the Contractor's or Subcontractor's noncompliance and shall recommend to DMWBD that it review and attempt to resolve the noncompliance matter. Such Commissioner or his/her designee shall serve a copy of the complaint upon the Contractor or Subcontractor by personal service or certified mail, return receipt requested.

7. DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall refer the matter, within thirty days of the receipt of the complaint, to the American Arbitration Association for proceeding thereon, pursuant to statute (Executive Law § 316) and regulation (5 NYCRR § 142.5).

IV. M/WBE Requirements

A. The Contractor acknowledges that it is the policy of the State of New York and of OTDA that M/WBEs shall be given the opportunity for meaningful participation in the performance of State Contracts. Therefore, Contractors agree to make good faith efforts to solicit active participation to meet established goals under this procurement by M/WBEs identified in the New York State Empire State Development ("ESD") directory of certified businesses¹, which can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.

B. For the purposes of this Appendix Z, the question of whether a Contractor has engaged in and documented "Good Faith Efforts" to solicit active participation to meet established goals under this procurement by M/WBEs in the performance of State Contracts shall be determined by the OTDA Commissioner or his/her designee, after a thorough consideration of the factors listed in 5 NYCRR § 143.8.

C. The separate MBE and WBE participation goals established by OTDA for this procurement are based on the overall availability of M/WBEs that have been certified to perform the specific scope of work identified under this procurement. For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority- and Women-owned Business Program work.

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

A. Prior to the Award of a State Contract

1. Contractors shall document and/or demonstrate in their procurement submissions every good faith effort to solicit active M/WBE participation, at least equal to the goals established by OTDA. The M/WBE utilization should be measured by comparing (in detail) the dollar value of the component services/deliverable/materials provided/supplied by M/WBEs to the total dollar value of the services/deliverables/materials available under the State Contract.
2. The Contractor shall provide with its procurement submission:
 - a. A Certification of Good Faith Efforts, to achieve the overall prescribed M/WBE participation percentage (%) goals set forth in the procurement.
 - b. A M/WBE Subcontractor Utilization Plan, which should document actions taken and/or to be taken to meet established goals and the time frames needed to achieve results which could reasonably be expected by putting forth every good faith effort to achieve the overall prescribed M/WBE participation percentage (%) goals set forth in the procurement.
 - c. A M/WBE Subcontractor's and/or Suppliers' Letter of Intent to Participate, which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as Subcontractors if the Contractor is awarded the State Contract.
3. When M/WBE goals higher than 0% (zero percent) are included in OTDA's procurement document, a Contractor's failure to submit a M/WBE Subcontractor Utilization Plan and a M/WBE Subcontractor's and/or Suppliers' Letter of Intent to Participate, where applicable, may result in noncompliance with submission requirements, unless the Contractor provides OTDA with a completed M/WBE Subcontractor Request for Waiver, within the timeframe specified in writing by OTDA.
4. If, after scoring, a Contractor is selected for award, before that award is completed (e.g., during contract negotiations), OTDA will review the substance of the Subcontractor Utilization Plan submitted by a Contractor and within twenty (20) days from the receipt thereof by the OTDA MWBE Unit, issue a written notice of acceptance or deficiency.
5. If a notice of deficiency is warranted, the notice shall include:
 - i. The name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable;
 - ii. Elements of the contract scope of work which OTDA has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the contract by M/WBEs; and
 - iii. Other information which OTDA determines to be relevant to the M/WBE Subcontractor Utilization Plan.
6. A Contractor must provide OTDA with a written remedy in response to a written notice of deficiency within seven (7) business days of receipt or within a time frame as specified by OTDA to correct the specific deficiency. Failure to correct a deficiency and/or demonstrate compliance shall result in the necessity of the Contractor to submit to OTDA an M/WBE Subcontractor Request for a partial or total waiver of M/WBE participation goals on forms provided by the OTDA. Failure to submit the waiver form in a timely manner may be grounds

for noncompliance.

B. After the Award of the State Contract

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

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

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

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

program requirements have not been met in a timely and effective manner. Any/all of the following sanctions may be imposed:

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

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

Attachment Q Notices

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

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

State of New York [Agency Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

XVIII. PROPOSAL CHECK LIST

CONTRACTOR NAME:

--

Section	Included	Exempt	If Not Included then Explain
A – PROPOSAL GUIDELINES			
B – AGENCY INFORMATION			
Funding Agency Contact Form			
Agreement Form			
M/WBE and EEO Policy Statement			
Equal Employment Opportunity Staffing Plan			
M/WBE Subcontractor Utilization Plan			
M/WBE Letter of Intent to Participate			
M/WBE Certification of Good Faith Efforts			
M/WBE Request for Waiver Form			
Contractor/Subcontractor Background Questionnaire			
MWBE Participation Narrative			
Board Profile			
Verification of Workers Compensation Coverage			
Verification of Annual Charities Registration			
Certificate of Incorporation			
Audited Financial Report			
C – QUALIFICATIONS & DOCUMENTATION OF NEED			
D – PROGRAM PLAN / PROGRAM NARRATIVE			
Eligible Offerors			
Program Description			
Programmatic Considerations			
Organizational Requirements			
E – BUDGET			
4.5 Year Budget			
Annual Budget Summary			
Personal Services Budget			
Non-Personal Services Budget			

XIX. HOW TO SUBMIT COMPLETED PROPOSALS

Please complete the proposal checklist (pg 91) to ensure you have included all necessary documents. Assemble proposal package by placing documents/responses in the order as listed on the checklist. Use checklist (pg. 91) as the cover page of your proposal.

You should complete a full application for each population you propose to serve.

Offerors should submit 1 original and 4 copies of a completed proposal.

Send to:

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

Applications due by: 3:00 PM, August 25, 2011.

**Any proposal received after the deadline will be accepted solely at the discretion of OTDA.
Tele-faxed proposals or proposals sent electronically will NOT be accepted.**

END OF

2011

DAP APPLICATION