



## Office of Temporary and Disability Assistance

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Release Date:

May 13, 2019

Request For Proposals

Access and Visitation Program

Submission Deadline:

June 27, 2019

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## Part A: Request For Proposals (RFP) Summary Information

### I. Timetable and Proposal Submission

#### A. Questions Concerning this RFP

Organizations may submit questions via electronic mail or by mail to the address(es) provided below. All questions must be typed. No handwritten or telephone inquiries will be accepted. Along with your question(s), provide your name, organization, mailing address and e-mail address. Questions must be submitted by 2:00 p.m. on May 20, 2019.

The written response to all questions will be posted in the Grants Gateway website at [www.grantsgateway.ny.gov](http://www.grantsgateway.ny.gov) and at [www.otda.ny.gov](http://www.otda.ny.gov) on or by May 29, 2019.

Any question received after the specified deadline will be answered at the discretion of the OTDA and will be published in the Question and Answer document.

New York State Office of Temporary and Disability Assistance  
Division of Child Support Services  
Attn: Ann-Marie Yeates  
40 North Pearl Street, 13-C  
Albany, NY 12243

or:

[Ann-Marie.yeates@OTDA.NY.gov](mailto:Ann-Marie.yeates@OTDA.NY.gov) and [otda.sm.dcse.bpo@OTDA.NY.gov](mailto:otda.sm.dcse.bpo@OTDA.NY.gov)

#### B. Proposal Submission and Due Date

Proposals must be submitted through the Grants Gateway at [www.grantsgateway.ny.gov](http://www.grantsgateway.ny.gov) and must be received no later than 3:00 p.m., June 27, 2019. Any proposal received after the deadline or outside of Grants Gateway will be reviewed solely at the discretion of the OTDA. The OTDA will conduct a thorough review of each proposal submitted. Eligible applicants should complete and submit all answers to all questions, and submit all required forms outlined in this RFP. Failure to submit all required forms and answer all required questions will adversely affect the overall competitive score, or make the proposal ineligible. The OTDA is not responsible for any third-party error in the submission of proposals.

All applications must meet the following requirements:

1. Applications must be submitted by eligible applicants as defined in section II.D.; and
2. All applicants must be prequalified in the Grants Gateway as explained in section I.C.

#### C. Prequalification Requirement in the Grants Gateway

Pursuant to the New York State Division of Budget Bulletin H-1032, revised July 16, 2014, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway

and complete the Vendor Prequalification process for proposals to be evaluated. Information on these initiatives can be found on the [Grants Reform website](#).

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. A variety of resources are available to assist with prequalification at <https://grantsmanagement.ny.gov/get-prequalified#helpful-resources>. Additionally, there are twice weekly prequalification webinars to assist you.

1. Register for the Grants Gateway.
  - a) On the Grants Reform website under the “Get Started” tab, download a copy of the [Registration Form for Administrators](#). A signed, notarized original form must be sent to the Division of Budget at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.
  - b) Users who have previously registered with Grants Gateway and have forgotten their username should email [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov). Users who know their username, but have forgotten their password, should navigate to the Grants Gateway login page and click the [Forgot Password](#) link, then follow the prompts.
2. Complete your Prequalification Application.
  - a) Login to the Grants Gateway. Users logging in for the first time must update their password. Enter a new password. Save.
  - b) Click the “Organization(s)” link at the top of the page. Complete all required fields, including selecting the State agency you have the most grants with. Applicants with no history of grants should select the OTDA. Complete this page in its entirety. Save. On a successful save, the “Document Vault” link will appear near the top of the page.
  - c) Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional documents are not required unless specified in the RFP.
  - d) Specific questions about the prequalification process should be referred to [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov).
3. Submit your Prequalification Application
  - a) After completing your Prequalification Application, click the Submit Document Vault link located below the Required Documents section to submit for State agency review. Once submitted, the status of the Document Vault will change to “In Review”.
  - b) If the Prequalification Specialist has questions or requires additional information, you will receive a system-generated email instructing you to login to the Grants Gateway and take necessary action.
  - c) Once your Prequalification Application has been approved, you will receive a Grants Gateway notification that you are now

prequalified to do business with New York State. The status of the Document Vault will change to "Prequalified".

- d) Please note, you may work on your Prequalification Application and your proposal simultaneously. You do not need to receive approval before beginning your proposal, but you will need to be prequalified before your proposal is submitted.

D. RFP Timetable

- RFP Release Date – May 13, 2019
- Deadline Date for Questions – May 20, 2019
- Response to Questions Posted – May 29, 2019
- Proposal Due Date – June 27, 2019
- Date of Notification of Award – August 21, 2019
- Contract Start Date - October 1, 2019
- Contract End Date - September 30, 2024

E. Agency Rights

The OTDA reserves the right to:

- Award funds by geographic region to ensure the availability of funds statewide;
- Seek clarifications and revisions of applications;
- Use applicant information obtained through site visits, interviews, voucher submissions, experience, and any materials submitted by the applicant in response to the agency's request for clarification, in the course of evaluation and/or selection under this RFP;
- Conduct contract negotiations with the next responsible applicant should negotiations be unsuccessful after a reasonable amount of time, unless otherwise agreed to by the parties; and
- Make as many or as few awards, or refrain from making any awards under this RFP and determine if a new solicitation is necessary.

**II. Summary of the RFP**

A. Purpose

The OTDA supports Access and Visitation Program efforts, through approved services delivered in safe settings, to help separated and divorced families of all income levels achieve improved parenting opportunities and develop abilities that enable both custodial and noncustodial parents to fulfill their responsibility to raise their children.

Toward that end, the OTDA administers an Access and Visitation Program that is funded by the federal grant known as the "Grants to States for Access and Visitation Program," (Access and Visitation Program) as set forth in the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 at section 391 (codified at 42 U.S.C. §669b). The availability of Access and Visitation Program funding (AV funding) is subject to receipt of notification of a successful federal grant application by New York State. Federal legislation

provides that such programs shall “support and facilitate noncustodial parents’ access to and visitation of their children.”

B. Funding

A total of \$509,256 in federal funds is available to support selected Access and Visitation Programs for a one (1) year period beginning October 1, 2019. Funds for annual program periods beyond the initial one (1) year period are contingent upon the availability of continued federal funding and State budget authority, satisfactory performance, and at the discretion of the OTDA.

The funding available through the State for the Access and Visitation Program will be referred to as the “Grant Share” and all other support will be supplied by the offeror and be referred to as the “Local Share.” The Grant Share for the 2019-2024 Access and Visitation Program can be used to create new, or expand upon existing, Access and Visitation Programs, however the money cannot replace any existing funding for similar types of program services. Grant Share added to Local Share is the Total Program Cost. Allocated Administrative Overhead is limited to 15% of the grant award.

For this program a Local Share greater than or equal to 10% of the Total Program Cost must be reflected on the Financial Projection Summary submitted with the proposal. Local Share may include in-kind, and/or program donations. The calculated value and source of all Local Share, including Program Income, shall be included in the Financial Projection Summary and be itemized in the Financial Projection Narrative.

Program Income is any amount received by the program generated directly from any activity supported by and allocable to the Access and Visitation Program. Where any provider elects to charge fees\* for services provided or to earn any other type of Program Income, the entire amount earned must be expended by the provider for the purposes of providing services under the Access and Visitation Program in accordance with the applicable Terms and Conditions and as stated in Attachment A-2 of this RFP.

\*The charging of fees is optional in the Access and Visitation Program. Under the Addition Alternative treatment of Program Income, any program that charges fees will have three (3) separate funding sources for program expenditure: Grant funds, local share funds and fees. Program Income will increase the total amount of funds available to the program during the project period. The program will continue to receive its full allocation of grant funds and must provide its full share of local match. Program Income must be expended during the annual project period in addition to Grant shares and Local shares. Program Income must be used for the purpose set forth in this RFP and will be subject to the conditions of the contract. If the program offeror elects to charge fees, the protocol for informing clients, collecting the fees, and the fee schedule must be set forth in the proposal. All Program Income shall be reported quarterly. Any fees charged to participants in this program shall

be reasonable to the family's circumstances and shall not inhibit parent-child access.

Should additional funds be made available to support this RFP, the OTDA reserves the right to make awards in excess of the amount listed above. In the event the amount requested by selected organizations exceeds the amount available, the OTDA will reduce the award amounts to stay within the overall funding limit.

Should additional funds become available, the OTDA reserves the right to allocate additional funds to contractors that have substantially attained their program goals and have expended 90% of their awarded funds by the end of an annual funding cycle, and/or to make additional awards based on the remaining proposals submitted to the OTDA as a result of this RFP, in lieu of releasing a new RFP if deemed in the best interest of the State. In the event funds become available, projects would be awarded funding in a manner consistent with the award methodology set forth in this RFP. The OTDA also reserves the right to solicit and accept new proposals, as funding becomes available.

Furthermore, should a contractor not expend at least 75% of the annual award amount by the end of an annual funding cycle, or should a contractor not attain 75% of their program goals by the end of an annual funding cycle, the OTDA reserves the right to adjust the award amount for future years.

C. Contract Period

This RFP governs contracts for the cycle starting October 1, 2019 and ending September 30, 2024. Award amounts for the initial and any subsequent periods are contingent upon the availability of funding and the degree to which performance outcomes have been achieved. The OTDA desires to engage the services of organizations that are successful in helping facilitate noncustodial parents' access to and visitation with their children, and may terminate contracts or initiate contract modifications to reduce award amounts of those projects that are not making progress in fulfilling the performance component of this initiative.

D. Eligible Applicants

Organizations eligible to apply for funding under this initiative are limited to not-for-profit community-based organizations. All not-for-profits are subject to the Prequalification Requirement as described in Section I.C.

### **III. Program and Contract Information**

#### **A. Program Background**

Both custodial (CP) and noncustodial (NCP) parents have a duty to expend all reasonable efforts to provide the support systems needed for their children to mature to self-sufficiency. The New York State Office of Temporary and Disability Assistance (OTDA) is committed to facilitating services that strengthen the parenting foundation of families to improve lifetime opportunities for all children. Annually, households are growing in number wherein one parent does not reside with his/her children. Statistics today show that, in New York State, almost 40% of children are born out of wedlock with most being raised in single parent households. The ongoing emotional and financial needs of children in separated families can become disregarded or overlooked. This outcome is particularly common if the parties are in conflict over parental access to, and visitation with, the children and over decisions regarding parenting roles, including the payment of child support. Furthermore, in a significant number of these families in conflict, domestic violence, child abuse, substance abuse, and/or mental health issues may also compromise the quality of the child's environment and impair his/her development.

It is widely recognized that children benefit significantly from the outcomes of shared parenting roles where both parents contribute consistent emotional and financial support. Evidence suggests that children, when raised in healthy two-parent families, develop better life coping skills and have a greater chance of success in becoming self-sufficient adults. On the contrary, children raised in single parent homes are more likely to be poor, become involved in drug and alcohol abuse, drop out of school, and suffer from health and emotional problems. In addition, boys are more likely to become involved in the criminal justice system, and girls are more likely to become pregnant as teens. The positive influence a noncustodial parent can have on a child's well-being and development is invaluable. Living arrangements that separate one parent from another do not rescind parental responsibility. With diligence and care, parents that live separately can and should achieve the same nurturing environment for their children as parents living together.

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

The program targets noncustodial parents and their relationship with their children. However, custodial parents are integral to the establishment/restoration of satisfactory co-parenting environments and shall be provided with services as appropriate to accomplish the performance target. The customers to be served are parents not living together either through separation, divorce, or other absence of co-residence and their children who are already experiencing conflict, or are at risk of experiencing conflict, over parent-child access. Funding provided through this RFP may not include services for visitation with children in foster care placements. Only grandparents who at one time have been custodial parents or who can be verified as being in the application process to become the custodial caregiver of the child may be enrolled for services, and then only by referral from the court.



C. Description of Services Sought

Federal law specifies that the types of activities that may be utilized under the AV grant are limited to mediation (both voluntary and mandatory), counseling, education, development of parenting plans, and visitation enforcement (including monitoring, supervision and neutral drop-off and pickup). Under the New York State Access and Visitation Program, other activities may not be funded with AV funding.

Applicants for the Access and Visitation Program funding may only choose from services 1 - 5 listed in this section, and must complete post-program follow-up. Creative program proposals are encouraged.

If the program will involve use of a pre-services evaluation by tests or other evaluative instruments, the proposal shall include a description and copy thereof. As mentioned earlier, the program outcome must be the support and facilitation of noncustodial parents' increased parenting time with their children.

Noncustodial parents served under this program may not be mandated to pay child support as part of the services of the program, however they should be made aware of the importance of supporting their children financially and emotionally.

Programs may provide referrals to services for preventive purposes and/or in response to chronic or acute conflict prior to or after custody and visitation are adjudicated, including but not limited to substance abuse, mental illness, and anger management. Program offerors will determine the length/duration of family enrollment in their program consistent with community need and local court requirements. Proposals should be structured to result in transition of the family to self-managed noncustodial parent/child parenting time whenever possible.

Each proposal must contain safeguards to ensure the safety of children, parents and staff and must be confined to a combination of the following services:

1. Counseling – These services could include, but are not limited to, professional advice or guidance provided to parents by a licensed or certified mental health professional. This provision of service is intended to help parents work through their interpersonal conflicts by focusing on the best interests of the child. Counseling services must support and facilitate noncustodial parents' increased parenting time with their children.
2. Parent Education – These services could include, but are not limited to, an educational workshop, class or seminar that provides noncustodial and custodial parents with information on a range of issues, such as: the effects of separation and divorce on children and families; impact of parental conflict on children; improving parenting skills; how to put a parenting agreement into effect; court procedures for filing a motion for visitation; and custody and visitation compliance issues. Educational services must be delivered by qualified trainers and support and facilitate noncustodial parents' increased parenting time with their children.
3. Mediation – These services could include, but are not limited to, court connected or community-based services involving professionals (certified and trained as family mediators) who meet with both parents to: resolve parenting disputes; develop parenting plans and visitation agreements; and increase noncustodial parenting time with children. Under the Access and Visitation Program, mediation may be voluntary or mandatory.
4. Development of Parenting Plan – These services could include, but are not limited to, the development of formal or informal parenting plans or parenting agreements through services other than mediation which increase noncustodial parenting time with children. These plans may or may not be filed with the court depending upon the wishes of the parents.
5. Visitation Enforcement – These services could include, but are not limited to: Supervised Visitation; Monitored Visitation; Monitored Child Exchange; and/or Neutral Site Unobserved Child Transfer. Court ordered visitation enforcement must ensure the safety and welfare of children, parents, and providers and services appropriate to the age of the child and the family's history must be delivered by qualified, experienced personnel at a specified location. These services should be structured as an interim solution to the family's conflict with the need for visitation enforcement ultimately being resolved whenever possible. The proposal should thoroughly describe:
  - a) the types of visitation enforcement that will be provided;
  - b) under what circumstances the supervision of the family visit will transition from immediate direct supervision to indirect supervision; and
  - c) whether visitation enforcement will be delivered in group or individual settings.

The parameters of monitored child exchange or neutral site unobserved child transfer must be set forth. The respective roles of provider and parents throughout visitation enforcement should be thoroughly detailed and made known to all parties in advance of service. The expectation with regard to referrals, post-program reporting to the referring agent, and follow-up should be outlined.

For the purpose of this program, Supervised Visitation shall provide the most regulated form of noncustodial parent/child interaction and involves direct visit observation that may progress to diminishing stages of direct/indirect observation. This activity does not involve contact between parents. Monitored Exchange and Visitation shall offer families a transitional stage wherein child exchange is observed. Visits may become self-managed, may occur onsite with indirect observation or offsite without immediate observation, and always includes post-visit follow-up, which may be by telephone with both parents, to assess results. During Monitored Visitation parent-to-parent interaction and contact can evolve as circumstances permit. Neutral Site Unobserved Child Transfer (parent-to-parent exchange) presents an option that may facilitate achieving self-managed co-parenting in the separated family.

Visitation enforcement services must support and facilitate noncustodial parents' increased parenting time with their children.

Applicants must describe how their program will promote a healthy and safe environment; promote healthy women, infants and children; and/or promote well-being and prevent mental health and substance use disorders consistent with Executive Order (EO) 190 (examples might include reducing conflict in families; developing skills for co-parenting; creating a safe environment for transfer of children in conflicted families; and addressing barriers that prevent parents from connecting with their children). Applicants must also describe how their program will provide information through a variety of means and in a culturally competent manner consistent with EO 190 (examples might include description of a language access plan, or a plan for communication regardless of parents' reading, physical or technological abilities). For more information about EO 190, see attachment 1.

D. Post-Program Follow-Up

For the purpose of measuring increased noncustodial parenting time with children, each program will be required to conduct post-service surveys within one (1) month after the last date of noncustodial parent program participation, and again at four (4) months. The survey will measure whether the noncustodial parent has experienced an increase in the number of hours, days, and/or holidays they spend with their child(ren) as compared to parenting time prior to the provision of the access and visitation services. Programs are encouraged to consider secure online surveys or other successful methodologies.

E. Outcomes

The OTDA requires the Access and Visitation proposals to identify the program deliverables as related to supporting the program outcome of increasing the

noncustodial parents' access to and visitation (parenting time) with their child(ren). The baseline measure will be the level of visitation and access to their child(ren) prior to participation and upon completion of the program - as measured by a pre-services survey administered by the program. The program results will be measured by two (2) post-program noncustodial parent surveys administered one (1) and four (4) months after completion of the program.

It is anticipated that 100% of the noncustodial parents who complete the post-program surveys will report on one (1) of the following:

- Regular access to and visitation (parenting time) with their child(ren) has been established and can continue unassisted; or
- Regular access to and visitation (parenting time) with their child(ren) has been established but continues to require supervision; or
- The court has decreed that noncustodial parent access to and visitation (parenting time) with their child(ren) is not in the best interest of the child at the present time.

Programs may, and in fact are encouraged to, include additional program outcomes provided they are consistent with the performance target of this RFP.

F. Reports

Reports will be required on at least a quarterly basis and must describe the progress of Access and Visitation activities and participants served. Reports will be due within 15 days of the end of each quarter. A report template will be provided to all awardees.

G. Voucher Submittal

Vouchers for claims through the Access and Visitation Program must be submitted through the Grants Gateway on at least a quarterly basis, and must follow the submission guidelines for supporting documentation to be established by the OTDA.

H. Record Keeping

Contractors must ensure that books, records, documents and other evidence pertaining to cost and expenses of the contract are maintained in such detail as will reflect all costs of materials, equipment, supplies, services, building costs and all other costs and expenses for which reimbursement is claimed or payment is made under the contract. Additionally, all records pertaining to awards made under this funding opportunity, including financial audits, budgets, plans/drafts, supporting documents, statistical records, etc., must be retained for a period of at least six (6) years following the submission of the final expenditure report.

In the event that any claim, audit, litigation for State/federal investigation is started before the expiration of the aforementioned record retention period, the records must be retained by the contractor until all claims or findings are resolved. The OTDA shall have access to any records relevant to the project, including books, documents, photographs, and correspondence necessary for audits, examinations, transcripts, and excerpts. If the OTDA determines that such records possess long-term historic value, they must be transferred to the OTDA.

I. Monitoring

Programs will be monitored by the OTDA on a regular basis throughout the term of the contract. Monitoring may include site visits, e-mails or telephone contact. The goal of monitoring is to ensure that the terms of the contract are being met. In addition, monitoring enables the OTDA to provide technical assistance, where necessary, to assist the contractor in meeting the terms of the contract. It is the responsibility of the contractor to monitor any and all subcontracts to ensure compliance with the requirements and goals of the Access and Visitation Program.

**IV. Proposal Requirements**

A. Evaluation Process

All proposals will be reviewed by the OTDA staff assisted by such other State personnel as is deemed appropriate. Following the desk review of applications, several other steps may take place to further evaluate proposals. These steps may include a telephone interview with the designated contact person in the organization; a request for additional written information or documentation, if necessary; a site visit; a face-to-face meeting with agency representatives; and/or communication with references.

Proposals will be evaluated by a comparative analysis among proposals received. Proposals will be reviewed and assigned an overall competitive score. Proposals will be funded based upon the score received, subject to the availability of funds. In addition:

- Awards may be allocated proportionately at a level below the amount requested by an applicant to ensure the availability of funds statewide.
- The requested amount of funding may be reduced by ineligible expenses.
- The requested amount of funding may be reduced based on past AV spending practices.

B. Evaluation Criteria

The following is provided as the relative weight for each section of the application:

- Up to 50 points may be earned for:
  - Description of how program intends to facilitate noncustodial parent access to and visitation with their children;
  - Documentation of community needs assessment;
  - Correlation of program with needs;
  - Well-defined baseline customer behaviors;
  - Strong program design and delivery;
  - Inclusion of robust outcome validation procedures, including method for successfully collecting post-program data;
  - Description of how program will promote a healthy and safe environment; promote healthy women, infants and children; and/or promote well-being and prevent mental health and substance use disorders consistent with

EO 190 (examples might include reducing conflict in families; developing skills for co-parenting; creating a safe environment for transfer of children in conflicted families; and addressing barriers that prevent parents from connecting with their children) and how the program will provide information through a variety of means and in a culturally competent manner consistent with EO 190 (examples might include description of a language access plan, or a plan for communication regardless of parents' reading, physical or technological abilities); and

- Provision of relevant and appropriate services including safeguards to ensure the safety of parents, children and staff.
- Up to 25 points may be earned for:
  - Overall program cost-effectiveness;
  - Consistency of project with funding guidelines and program priorities;
  - A realistic plan for continued funding; and
  - Additional resources and local match beyond the required amount where required.
- Up to 25 points may be earned for:
  - Appropriate staffing patterns;
  - Staff qualifications and responsibilities consistent with services and performance targets;
  - Staff recruitment/retention plans;
  - Agency experience, capacity and ability to deliver proposed program;
  - Coordination with other community services, if such exist; and
  - Overall creativity.

C. Award Procedure

The contracts resulting from this RFP will start on or about October 1, 2019. It is anticipated that successful applicants will receive multi-year contracts for five (5) years with an allowance for termination at any time. Contracts submitted to the Office of the State Comptroller (OSC) and the New York State Office of the Attorney General (OAG) will include the maximum amount of the award for the entire five (5) year period. Upon approval of funding recommendations by the OTDA and award notices, contract development instructions will be issued to awardees. The OTDA reserves the right to negotiate any aspect of a proposal in order to ensure that the final agreement meets the Access and Visitation Program objectives. Awardees will be asked to develop and provide electronically a detailed implementation plan that sets forth the program goals. Successful applicants are required to submit a Vendor Responsibility Questionnaire and are encouraged to do so electronically by registering with the OSC Vendor Responsibility System at <https://www.osc.state.ny.us/vendrep/>. In addition, Workers Compensation coverage, Disability coverage, and registration of exemption status with the Attorney General's Charities Bureau are required.

The OTDA encourages Access and Visitation Program applicants to use other funding resources and programs in concert with Access and Visitation funds. These resources should be fully integrated in a comprehensive service plan for the target population. Successful applicants must present explicit information on these other resources, demonstrate how the program will be enhanced by these

resources, and how duplication of services within the applicant's community will be prevented. Program money cannot supplant (replace) any existing funding for similar types of program services.

Contractors will be required to develop a comprehensive assessment and work plan. Contractors will also be required to provide quarterly reporting data to the OTDA and federal survey data consistent with federal regulations and requirements.

Should additional AV funds become available, the OTDA reserves the right to consider other proposals in response to this RFP and/or amend existing contracts. Updated information will be requested as deemed necessary by the OTDA. The OTDA reserves the right to solicit and accept new proposals if or when additional funding becomes available.

Should available funds be decreased in future years, the OTDA also reserves the right to reduce awards on a pro-rated basis.

D. Method of Selection

The method of selection will be based on a point system. Awards will be based on the highest total points earned and in accordance with the guidelines set forth in Section III. In order to best maximize statewide program access, the OTDA reserves the right to consider lower scoring proposals to address statewide coverage. Regardless of score, the OTDA reserves the right to:

- Seek clarifications and revisions of proposals;
- Fund, or not fund, a proposal based on availability of funds and/or other relevant information, including an organization's financial position; and
- Award all, some, or none of the funds available.

E. Required Pre-Submission Uploads

Following are explanations of the forms applicants are required to upload prior to submitting a proposal. Download all forms by following the links available on the Grants Gateway Upload Screen, or you may print the forms in Part C of this RFP. Upload all forms in the places designated throughout the application. If you are unable to produce required information, you must upload an explanation in its place.

- **Contractor Information Form (Attachment 2)** – This form includes required applicant information and authorized signatories.
- **Agency Agreement (Attachment 3)** – This form must be signed by an authorized signatory and certifies agreement to the terms described herein.
- **M/WBE Goal Requirements Certification of Good Faith Efforts (Attachment 4)** – This form must be signed, certifying agreement to 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.
- **Staffing Plan (Attachment 5)** – The staffing plan should be completed based on the composition of staff working on the project. Enter the numbers or count in the corresponding boxes, and add up the totals in

each column. This form is for diversity research purposes only and has no bearing on M/WBE participation requirements or overall participation goals.

- **M/WBE-EEO Policy Statement (Attachment 6)** – This is an acknowledgment that New York State is an Equal Employment Opportunity employer, and by extension it expects all vendors, contractors, and subcontractors that hold contracts with New York State to ensure the same standard of equal opportunity in their employment practices. Applicants must sign and return the M/WBE – EEO Policy Statement with their proposals.
- **M/WBE Utilization Plan (Attachment 7)** – This form must be submitted with any bid, proposal, or proposed negotiated contract, or within a reasonable time thereafter, but prior to contract award. The Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) under the contract. A dually certified firm cannot be counted toward both the MBE and WBE participation goals.
- **M/WBE Subcontractor and Suppliers Letter of Intent to Participate (Attachment 8)** – This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. The form serves as an agreement with the vendors that will provide supplies and/or services under the approved contract. Letters of Intent must be submitted for each MBE and WBE indicated on the M/WBE Utilization Plan.



## **V. General Terms and Conditions**

- A. The award will be made to the applicants whose proposals are determined to best meet the criteria for proposal evaluation and selection set forth in this RFP. The OTDA reserves the right to terminate the contract in whole or in part, or modify the contract at its discretion or due to the unavailability of funds. If additional funding becomes available, the OTDA reserves the right to subsequently reconsider eligible proposals submitted in response to this RFP at that time, using the same scoring criteria and award methodology. Updated information may be requested as deemed necessary by the OTDA.
- B. The OTDA also reserves the right to issue a new RFP to solicit new proposals.
- C. This RFP does not commit the OTDA to award any contracts or to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for any services. The OTDA reserves the right to amend, modify, or withdraw this RFP and to reject any and all proposals submitted, and may exercise such right at any time and without notice or liability to any applicant or other parties for any expenses incurred in the preparation of a proposal.
- D. This RFP and any resulting contracts are subject to all applicable laws, rules, and regulations promulgated by any federal, State and municipal authority having jurisdiction over the subject matter thereof. Any contract awarded pursuant to this RFP will be subject to the OTDA's processing procedures for contracts of this type, including approval as to form by the OAG, as to award by the Division of Budget, and by the OSC. The successful applicant will receive the complete standard contract for execution in the Grants Gateway. The applicant is encouraged to review sections of the contract that are attached before submitting an application.
- E. It is the policy of the OTDA to encourage the employment of qualified applicants/recipients of Temporary Assistance by both public organizations and private enterprises that are under contractual agreement with the OTDA for provision of goods or services. The OTDA may require applicants to demonstrate how they have complied or will comply with the aforesaid policy.
- F. The proposal of the successful applicant will serve as the basis for the contract, the terms of which will be modified within the context of this RFP. Applicants may view a sample contract on the OTDA Procurement page. The following will be incorporated into any contracts resulting from this RFP:
  - 1. NYS Master Contract Terms and Conditions;
  - 2. Attachment A-1 (Program Specific Terms and Conditions);
  - 3. Attachment A-2 (Federally Funded Grants Terms and Conditions);
  - 4. Attachment B-1 (Expenditure-Based Budget);
  - 5. Attachment C (Work Plan); and
  - 6. Attachment D (Payment and Reporting Schedule).

- G. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the OTDA of third parties with regard to the applicant's experience or other matters relevant to the proposal. The OTDA reserves the right to request and consider additional information from any applicant beyond that presented in the initial proposal. The award of the contract, if any, may be made in reliance on additional information requested. Such information may include budget justification, program information, operation details, verification of past performance, personnel information, or other funding source information.
- H. All products, deliverable items and working papers resulting from this contract will be the sole property of the OTDA, and the applicant is prohibited from releasing these documents to any persons other than the Commissioner of the OTDA or his/her designee unless authorized by the OTDA to do so. The proposal shall be signed by an official authorized to bind the applicant and shall contain a statement to the effect that the proposal is a firm offer for a 180-day period. The proposal shall also provide the name, title, address, telephone number and area code of individuals with authority to negotiate and contractually bind the applicant, and who may be contacted during the period of proposal evaluation.

## VI. General Information for Successful Bidders

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

- A. **Cost of Proposal Preparation** – The OTDA will not be liable for any costs of work performed in the preparation and production of a proposal, or for any work performed prior to the formal execution of a contract. By submitting a proposal, the bidder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the specifications, or because of any misinformation or lack of information. The proposals shall become property of the State of New York.
- B. **Assurances** – The applicant warrants that it has carefully reviewed the needs of the State as described in the RFP, its attachments and other communications related to the RFP, and that it has familiarized itself with the specifications and requirements of the RFP. The applicant warrants that it can provide such services as represented in their proposal. The applicant agrees that it will perform all of its obligations in the resultant contract in accordance with all applicable federal, State and local laws, regulations and policies now or hereafter in effect.
- C. **Electronic Files or Data** – If electronic files are to be exchanged as a part of this proposal or as a product of the contract, they must conform to agency policy and guidelines.
- D. **Conflict of Interest** – Applicants may be requested to provide evidence that the award of the contract from this RFP will not result in a conflict of interest with regard either to other work performed by the contractor, or to a potential conflict of interest among specific contractor staff or subcontractors.

- E. **Ownership of Materials** – All materials developed with funding provided by the State and all proposals, work plans and budgets become property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to the OTDA and to the State of New York. The OTDA may use any of the materials developed with program funds for any OTDA or other State purpose.
- F. **Equal Employment Opportunity** – By submission of its bid, the successful applicant warrants that it is an Equal Opportunity Employer, and that it does not discriminate in its employment and business practices on any of the bases provided in the New York State Human Rights Law or any applicable federal laws.
- G. **Prompt Payment Provisions** – The payment of interest on certain payments due and owed by the State may be made in accordance with the criteria established in Article XI-A of the State Finance Law.
- H. **Contract Award** – Upon receipt of necessary State approvals, an award letter will be issued by the OTDA to the successful applicant advising them of a contract award. A contract defining all deliverables and the responsibilities of the contractor and the OTDA will then be developed for signature by both parties and for approval and processing in accordance with State policy and practice. The contract does not become legally binding upon the State of New York until it is executed by the OSC.
- I. **Publicity** – Includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of our materials, our agency name, or other such reference to New York State and/or the OTDA in any document or forum is considered publicity. News releases or any other public announcements regarding this project may not be released without prior approval from the OTDA.
- J. **Freedom of Information Law and Bidder's Proposals** – The purpose of New York State's Freedom of Information Law (FOIL), which is contained in Public Officers Law Sections 84-90, is to promote the public's right to know the process of governmental decision making and to grant maximum public access to governmental records. Thus, a member of the public may submit a FOIL request for contracts awarded by the State, or for the proposals submitted to the State in response to Requests for Proposals. After formal contract award, the proposal of the successful applicant and the proposals of non-successful applicants are subject to disclosure under FOIL. However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful applicant's contract which "are trade secrets or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Please note that information which you may claim as proprietary, copyrighted or rights reserved is not necessarily protected from disclosure under FOIL. If there is information in your proposal which you claim meets the definition set forth in Section 87(2)(d), you must so inform us in a letter accompanying your proposal.

- K. **Americans with Disabilities Act (ADA)** – The successful applicant shall comply with all applicable requirements of the ADA, codified at Title 42 of the United States Code, section 12101 et seq. and associated regulations, including, but not limited to, those located in 28 C.F.R. Part 36. The successful applicant shall comply with all applicable requirements of the New York State Human Rights Law, codified in the Executive Law sections 290-301 and applicable regulations implemented pursuant to that law. The successful applicant shall warrant to the OTDA that the successful applicant is in compliance with both the ADA and its regulations, and the New York State Human Rights Law and its regulations. Any products developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the ADA.
- L. **Contract Modification** – The contract budget can be modified, upon mutual agreements of the parties, during any term by written amendment. Budget modifications over 10% require external approvals by both the NYS Office of the Attorney General and the OSC.
- M. **Contract Cancellation** –The OTDA reserves the right to cancel the contract or any part thereof, at any time, upon 30 days written notice. If, in the judgment of the OTDA, the selected contractor fails to perform the work in accordance with the contract, the OTDA may terminate the contract immediately by written notice for cause. The OTDA may elect to suspend contract performance or provide a cure period prior to termination.
- N. **Responsibility Determination** – Article 11 of the New York State Finance Law requires that competitive bids be awarded to responsive and responsible bidders. In order to fulfill this requirement, you must complete the Vendor Responsibility Questionnaire in the VendRep system at <http://www.osc.state.ny.us/vendrep/index.htm>. By signing the bid proposal, you hereby authorize the OTDA to review any records in its possession concerning your organization including, but not limited to, wage records, unemployment insurance records, public works records, labor standards, and safety and health records. Based on the responses you provide, the OTDA will determine whether your organization is a responsible bidder. If you are disqualified based on a determination of non-responsibility, you will be notified in writing and may appeal the determination in writing within 10 days to the Commissioner. If you fail to identify a violation and the OTDA discovers the failure to disclose such violation, your contract may be terminated immediately upon written notice.

- O. **Iran Divestment Act** – By submitting a bid in response to this solicitation, or by assuming the responsibility of a contract awarded hereunder, the contractor (or any assignee) certifies that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors Pursuant to the New York State Iran Divestment Act of 2012” list (Prohibited Entities List) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>, and further certifies that it will not utilize for such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, the contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended. During the term of the contract, should the OTDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certification, the OTDA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the OTDA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the contractor in default. The OTDA reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.
- P. **OTDA Bid Protest Procedure** – It is the policy of the OTDA to provide all applicants with an opportunity to resolve complaints or inquiries related to bid solicitations or pending contract awards administratively. The OTDA encourages all successful or unsuccessful applicants who desire a debriefing to contact the OTDA. All such matters will be accorded impartial and timely consideration. Detailed procedures are as follows:
1. **Formal Written Protests** – Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any applicant or prospective applicant who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of this RFP, proposal evaluation, or contract award phases of the procurement, may present a formal complaint to the OTDA and request administrative relief concerning such action (“formal protest”). A formal protest must be submitted in writing to the OTDA, by ground mail (except where alternate arrangements have been made), to the Director of the OTDA Bureau of Contract Management (BCM), Christine Irvine, 40 North Pearl Street, 12<sup>th</sup> Floor, Section D, Albany, NY 12243. A formal protest must include a statement of all legal and/or factual grounds for disagreement with an OTDA specification or purchasing decision, a description of all remedies or relief requested, and copies of any and all applicable supporting documentation.

2. **Deadline for Submission of Formal Protests or Omissions in the Procurement Process** – The OTDA must receive formal protests concerning errors, omissions, or prejudice, including patently obvious errors in the RFP specifications or documents, at least 10 calendar days before the proposal due date.
3. **Deadline for Submission of Formal Protests of Contract Award** – The OTDA must receive a formal protest concerning a contract award within 10 business days of the issuance of notice of contract award.
4. **Review and Final Determination of Protests** – Protests will be resolved through written correspondence. However, the protestor may request a meeting to discuss a formal protest or the OTDA may initiate a meeting on its own accord, at which time the participants may present their concerns. Either the protestor or the OTDA may decline such a meeting. Where further formal resolution is required, the Director of BCM may designate an OTDA employee (“designee”) to determine and undertake the initial resolution or settlement of any protest. The designee will conduct a review of the records involved in the protest and provide a memorandum to the Director of BCM summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Director of BCM shall: (a) evaluate the designee’s findings and recommendations, and the evaluation team’s reports and recommendations; (b) review the materials presented by the protesting party and/or any materials required of or submitted by other Offerors; (c) if necessary, consult with the OTDA Counsel’s Office; and (d) prepare a response to the protest. A copy of the protest decision, stating the reason(s) upon which it is based and informing the protestor of the right to appeal an unfavorable decision to the OSC shall be sent to the protestor or its agent within 45 calendar days of receipt of the protest, except that upon notice to the protestor such period may be extended. The protest decision will be recorded and included in the procurement record, or otherwise forwarded to the OSC upon issuance.
5. **Appeals** – Specifics on the Nonprofit Contract Appeal Process can be found at: <http://otda.ny.gov/contracts/>. Upon receipt of the OTDA’s determination of a protest, a protestor has 10 business days to file an appeal of determination with the OSC, Bureau of Contracts. The appeal must be filed with Ms. Charlotte Davis, Director, Bureau of Contracts, New York State Office of the State Comptroller, 110 State Street, 11<sup>th</sup> Floor, Albany, NY 12236. The protestor’s appeal must contain an affirmation in writing that a copy of the appeal has been served on the OTDA, the successful applicant (except where the contracting agency upholds the protest and the successful applicant is the appealing party), and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges the OTDA’s determination. The OSC Bureau of Contracts will conduct a formal review and issue its determination of the appeal in accordance with its established policy and procedures.

6. **Reservation of Rights and Responsibilities of the OTDA** – The OTDA reserves the right to waive or extend the time requirements for protest submissions, decisions, and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State and the OTDA. If the OTDA determines that there are compelling circumstances, including the need to proceed immediately with the contract award in the best interest of the State, then these protest procedures may be suspended and such decision shall be documented in the procurement record. The OTDA will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of contract award prior to issuance of a formal protest decision.
7. **Procurement Activity Prior to Final Protest Determination** – Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by the OTDA. If a formal protest or appeal is received by the OTDA on a recommended award prior to the underlying contract being forwarded to the OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC. If a final protest decision or final decision on appeal has been reached prior to transmittal to the OSC, a copy of the final decision must be included in the procurement record and forwarded with the recommendation for award. If a final protest decision is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under State Finance Law §112, a copy of the final OTDA decision shall be forwarded to the OSC when issued, along with a letter either: (a) confirming the original OTDA recommendation for award and supporting the request for final §112 approval; (b) modifying the proposed award recommendation in part and supporting a request for final §112 approval as modified; or (c) withdrawing the original award recommendation.
8. **Record Retention of Bid Protests** – All records related to formal applicant protests and appeals shall be retained for at least one year following resolution of the protest. All other records concerning the procurement shall be retained according to the statutory requirements for records retention.

## **ATTACHMENT A-1**

### **AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS**

#### **OTDA Specific Terms and Conditions**

##### **I. PERSONNEL**

- A. It is the policy of the 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 the OTDA for the provision of goods and services. Contractors will be expected to make best efforts in this area. The OTDA may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.
- B. 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 the OTDA, to the degree that such change is within the reasonable control of the Contractor.

##### **II. OFFICE SERVICES**

- A. 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 the 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 the OTDA. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the OTDA, unless the OTDA has given direction for or approval of an alternative means of disposition in writing.
- B. Upon written direction by the OTDA the Contractor shall maintain an inventory of those properties which are subject to the provisions of paragraph A.

##### **III. GENERAL PROVISIONS**

- A. 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 the OTDA under the Federal Social Security Act.
- B. The 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.

##### **IV. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION, EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND WORKFORCE UTILIZATION REPORTING REQUIREMENTS FOR ALL NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE CONTRACTS AND GRANTS**



**Authority:** Article 15-A of the Executive Law, 5 NYCRR parts 140-145, Executive Order No. 162 Ensuring Pay Equity by State Contractors, and requirements of any federal law concerning opportunities for Minority and Women-owned Business Enterprises which effectuate the purpose of Article 15-A.

## **A. General Provisions**

1. The OTDA is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), and Executive Order No. 162 Ensuring Pay Equity by State Contractors for all applicable State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
2. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the OTDA, to fully comply and cooperate with the OTDA in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder and Executive Order No. 162 Ensuring Pay Equity by State Contractors. These requirements include equal employment opportunities for minority group members and women ("EEO"), contracting opportunities for New York State- certified minority and women-owned business enterprises ("MWBEs"), and Workforce Utilization Reporting. The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.
3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to the OTDA pursuant to the Contract and applicable law.

## **B. Contract Goals**

1. For purposes of this Contract, the OTDA hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified minority-owned business enterprise ("MBE") participation and 15% for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract].
4. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
  - a. Evidence of outreach to MWBEs;
  - b. Any responses by MWBEs to the Contractor's outreach;
  - c. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women oriented publications;
  - d. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the OTDA with MWBEs; and,
  - e. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

### **C. Equal Employment Opportunity (“EEO”) and Workforce Utilization Reporting**

1. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women, and Executive Order No. 162 Ensuring Pay Equity by State Contractors, shall apply to the Contract.
2. In performing the Contract, the Contractor shall:
  - a. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - b. The Contractor shall submit an EEO policy statement to the OTDA within seventy- two (72) hours after the date of the notice by the OTDA to award the Contract to the Contractor.

- c. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the OTDA may require the Contractor or subcontractor to adopt a model statement (see Form OTDA-4970 Minority and Women-owned Business Enterprise – Equal Employment Opportunity Policy Statement).
- d. The Contractor's EEO policy statement shall include the following language:
  - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.
  - ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - iii. 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.
  - iv. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### 3. Form OTDA-4934 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by the OTDA.

### 4. Form OTDA-4971 - Workforce Utilization Reporting

To ensure compliance with this Section, the Contractor shall do the following:

- a. Complete a Workforce Utilization Report, and require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the OTDA on a QUARTERLY basis during the term of the Contract.
- b. Select the Occupation Classification and Job Title that best describes each group of employees performing work on the state contract.

- c. Include the Total Compensation for all groups of employees that perform work under each Occupation Classification and Job Title.
  - d. Submit separate Workforce Utilization Reports for Contractor and any subcontractors performing work on the contract.
5. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **D. MWBE Utilization Plan**

- 1. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by the OTDA, through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the OTDA, either prior to, or at the time of, the execution of the contract.
- 2. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- 3. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

#### **E. Waivers**

- 1. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the OTDA. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the OTDA shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- 2. If the OTDA, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regard to such non-compliance, the OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **F. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to the OTDA by the 7th day following the end of each quarter during the term of the Contract.

#### **G. Liquidated Damages - MWBE Participation**

1. Where the OTDA determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the OTDA liquidated damages.
2. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and,
  - b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OTDA, the Contractor shall pay such liquidated damages to the OTDA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

#### **V. SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOBS) UTILIZATION**

**Authority:** Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The OTDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the OTDA contracts.

##### **A. General Provisions**

1. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.
2. For purposes of this procurement, the OTDA conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the

Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

3. Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## **VI. REPORTS AND DELIVERABLES**

- A. Should the Contractor fail to submit, to the extent required by the OTDA, any reports or documents as required in the above paragraph (a), the OTDA reserves the right to suspend any payments due until such time as the reports or documents are submitted by the Contractor to the OTDA.
- B. If the Contractor expends \$750,000 or more in Federal funds during any one fiscal year, the Contractor will be subject to the Audit Requirements and provisions of OMB Super Circular, found in Federal regulations at 2 CFR Part 200 (Subparts A – F) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 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 findings 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.

## **VII. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

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, 18 NYCRR 357). Recipients of services other than those which are authorized by Social Services Law shall have their confidentiality protected as directed by the OTDA. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

## **VIII. PUBLICATIONS AND COPYRIGHTS**

All of the license rights so reserved to the OTDA and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services, United States Department of Agriculture, United States Housing and Urban Development, United States Social Security Administration, and subject to the provisions on copyrights contained in 45 CFR Part 74, Subpart O.

## **IX. 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 the 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.

## **X. TERMINATION**

To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the OTDA terminated immediately upon the insolvency of the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the OTDA to the Contractor.

## **XI. NOTICES AND REFUNDS**

### **A. Notices to the State shall be addressed to the Program Office designated below:**

To: **New York State Office of Temporary and Disability Assistance**

Contact Name:	Ann-Marie Yeates
Title:	Child Support Specialist 2
Address1:	40North Pearl Street, 13 <sup>th</sup> floor
Address2:	ATTN: DCSS A. Yeates
Telephone Number:	518-408-4008
Facsimile Number:	518-486-3127
E-Mail Address:	Ann-marie.yeates@otda.ny.gov

### **B. Refunds shall be made payable to and addressed, as stated below:**

Payable to: **NYS Department of Tax and Finance**

Mail to: New York State Office of Temporary and Disability Assistance Address1:  
40 North Pearl Street, 12D

Address2: Albany, NY 12243 Attention: Kathy Schwarz

### **C. Notices to the Contractor**, all notices shall be made to the contractor's designee as outlined on cover pages.

## **XII. 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. The OTDA and Contractor agree that Contractor is an independent Contractor, and not an employee of the 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 the 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 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 the OTDA (see federal Executive Order 12549 and 7 CFR Part 3017).

## **XIII. OTHER AGENCY USE**

- A. Upon request by any other State Agency, the Contractor may enter into an agreement with such agency for the purchase of the goods and services that are the subject of this AGREEMENT. Such new agreement shall provide that the cost of such goods and services to the agency entering into such agreement shall be the same as charged to the 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 fact that the agency requires the contractor to be obligated to standard contractual provisions that are more onerous than those contained in the Standard Clauses for New York State Contracts or the Master Contract for Grants.
- B. Upon request by a social services district or its designated purchasing agent, the Contractor may enter into an agreement with such district or agent for the purchase of the goods and services that 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 the 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 fact that the municipality constituting the



social services district requires the contractor to be obligated to standard contractual provisions are more onerous than those contained in Standard Clauses for New York State Contracts or the Master Contract for Grants.

The Contractor grants the option to the State of New York to extend the terms and conditions of this AGREEMENT to any other State agency in New York as well as local/county human services jurisdictions in New York for the provision of the services set forth herein.

#### **XIV. NO WAIVER**

Any failure by the OTDA to declare a breach or to insist upon the strict performance by the Contractor of any covenant, term or provision hereof shall not be deemed to be a waiver of any of the covenants, terms and provisions hereof, and the OTDA, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Contractor of any and all of the covenants, terms and provisions of this AGREEMENT to be performed by the Contractor.

#### **XV. SEVERABILITY**

In the event that any provision of this AGREEMENT is held to be invalid, such invalidity shall not affect other provisions, which can be given effect without the invalid provisions, and to this end provisions of this AGREEMENT are declared severable.

#### **XVI. ENTIRETY OF THE AGREEMENT**

This AGREEMENT contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

#### **XVII. Executive Order Number 38: Limits on State-funded Administrative Costs and Executive Compensation**

Funds requested in support of administrative personnel are subject to Executive Order

#38. Pursuant to this order, grant funds may not be used to support the salaries of administrative personnel that receive compensation in excess of \$199,000 without an approved waiver. The OTDA may adjust the compensation cap annually based on appropriate factors and with the approval of the Director of the Division of Budget.

On January 18, 2012, Governor Andrew M. Cuomo issued Executive Order Number 38, "Limits on State-Funded Administrative Costs and Executive Compensation," which required that certain State agencies, including those involved in this RFP, promulgate regulations limiting State reimbursement for administrative expenses and executive compensation of service providers. Any contract awarded through this RFP will be subject to the EO 38 regulations if the awardee is a "covered provider" within the meaning of those regulations. Important Legal Notice: Based upon the April 8, 2014 decision in *Agencies for Children's Therapy Services, Inc. v. New York State Department of Health, et al.* ("ACTS"), covered providers conducting business in Nassau County need not file Executive Order 38 disclosures. For purposes of this notice, "conducting business" means having a place of business within Nassau County, providing program services or administrative services involving the use or receipt of State funds or State-authorized payments within Nassau County, or otherwise

conducting business within Nassau County in relation to which executive compensation is paid. Please note that the ACTS decision is under appeal. Those affected by the ACTS decision should periodically check the EO 38 website for updates regarding any changes to this notice. <http://executiveorder38.ny.gov/>

## **PROGRAM SPECIFIC CLAUSES**

### **I. ADDITIONAL PROVISIONS**

- A. The Contractor shall be bound by the additional terms and conditions contained in the appendices which are attached hereto and made part hereof.
- B. The parties recognize that under the law of the State of New York, this AGREEMENT is not wholly executory until and unless approved by the Comptroller of the State of New York.
- C. The Contractor agrees that no part of any submitted claim will have been previously paid either by the State or by any other funding source(s).
- D. The Contractor warrants that all the statements, data and other information and material furnished by the Contractor are true, complete and correct.
- E. The section headings of this AGREEMENT are for convenience of reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.
- F. The rights and remedies of the OTDA provided in this AGREEMENT shall not be exclusive and are in addition to all other rights and remedies provided at law or in equity.
- G. As specified on the face page, the initial term of this AGREEMENT is as stated. This AGREEMENT may be amended at the discretion of the OTDA and the availability of funds, as specified within the AGREEMENT or within any subsequent Modification Agreement(s) (Appendix X). The OTDA reserves the right to adjust annual funding levels in subsequent contract years. Each modification shall be on the forms specified by the OTDA and which have been incorporated into this AGREEMENT.

## Part B: Instructions to Complete Application

### General Instructions

AV applications are due on June 27, 2019 by 3:00 P.M. Waiting until the last several days to complete your application online is ill advised, as you may have technical questions. Beginning the process of applying as soon as possible will produce the best results.

The entire AV application must be submitted in the Grants Gateway, which is accessible at <https://grantsgateway.ny.gov>. Applications, including all required documents, will not be reviewed if submitted outside of the Grants Gateway. Applicants should submit only one application per organization.

The New York State Grants Reform Team has developed a Guide to walk applicants through the online application process. This Guide is excerpted below.

### 1. Prerequisites

1. **Registration:** All entities that wish to apply for grants in New York State must be registered in the Grants Gateway. This process includes filling out and mailing a signed and notarized registration form. Your organization will not be able to start a grant application until it has an account with the Grants Gateway.

If your organization does not yet have a Statewide Financial System (SFS) Vendor ID number, the registration process will take an extra 2-3 business days to be processed.

Related Links:

1.1.1. [Registration Form for Administrators](#)

1.1.2. [Video: Grants Gateway Registration](#)

1.1.3. [Video: Get Prequalified](#)

2. **Prequalification:** All nonprofit organizations applying for grants in New York State must be prequalified in the Grants Gateway prior to the grant application due date and time.

#### Notes:

Governmental entities and for-profit organizations are not required to be prequalified.

You may work on your prequalification and grant applications simultaneously; you don't have to wait for prequalification to start an application.

Related Links:

1.2.1. [Vendor Prequalification Manual](#)

1.2.2. [Maintaining Prequalification Document](#)

1.2.3. [Video: Grants Gateway Prequalification](#)

3. **System Roles:** You must be logged in under the correct user role in order to begin a grant application. The role of *Grantee Delegated Administrator* **cannot** start a grant application. However, this user role can create accounts for roles that can start applications.

- 1.3.1. **Grantee:** This role can start, edit and save a grant application, but can't submit the application.

- 1.3.2. **Grantee Contract Signatory:** This role can start, edit, save and submit (sign) a grant application.

- 1.3.3. **Grantee System Administrator:** This role has the same rights as the Grantee Contract Signatory.

- 1.3.4. **Grantee Delegated Administrator** can add a new account by following these steps:

1.3.4.1. Click on **Organization(s)**.

1.3.4.2. Click on **Organization Members**.

- 1.3.4.3. Click on **Add Member**.
- 1.3.4.4. Click on **New Member**.
- 1.3.4.5. Fill out the required fields on the blank **New Member** page and select the appropriate role.
- 1.3.4.6. Click **[SAVE AND ADD TO ORGANIZATION]** when complete.  
Refer to the section starting on page 15 of the Grantee User Guide for detailed instructions.

## 2. Search for the Grant Opportunity

1. Log into the Grants Gateway in either one of the following roles:
  - Grantee
  - Grantee Contract Signatory
  - Grantee System Administrator
2. On your home page, there is a section called “View Available Opportunities”. Click on the **[VIEW OPPORTUNITIES]** button.



3. Search for the grant by using some of the search fields. You can select the agency's name or type in a key word in the Grant Opportunity Name field.

### Opportunities

Search by Grant Opportunity Name

Search by Due Date From:  To:

Search by Eligibility

Search by Funding Agency

4. The results will appear below the search box. Click on the link to the Grant Opportunity you wish to apply for. This will bring you to the Opportunity Funding Profile page.
5. Begin your application by clicking on the **[APPLY FOR GRANT OPPORTUNITY]** button.



## 3. Work Through the Forms Menu

Everything that is required of you will be found in the “Forms Menu” of the application. The Forms Menu includes several pages of forms and documents that you must complete and save. This includes your project address, questions to be answered (Program-Specific Questions), your budget, a work plan, and attachments (Pre-Submission Uploads).

## 4. Finding an Application You've Already Started

If you've started an application and have logged out of the system, the next time you log in the application will be found in your “My Tasks” section on the home page. You can also use the “Applications” search function at the top of the page to search for all applications started for your organization.

## My Tasks

You have 5 new tasks.

You have 0 tasks that are critical.

Select the **Open Tasks** button below to view your active tasks.


**OPEN TASKS**


### 5. Submitting Your Application

All grant applications have a due date and time. The Grants Gateway will not accept applications after the specific applications are due. You are strongly encouraged to submit your application 24 to 48 hours in advance of the deadline to ensure that any problems you encounter are handled before the deadline.

1. Log into the Grants Gateway in either one of the following roles:
  - Grantee Contract Signatory.
  - Grantee System Administrator.
2. Locate (search for) and access the application.
3. Review the application. You can go through each section in the Forms Menu and/or you can click on the “Print Application” option, which will show you all of your text-based answers. It will not show you the attachments you have added.
4. Submit the application.
- 5.4.1. Click on Status Changes and apply the status of **Application Submitted**.
5. Confirm that the application was submitted. You will receive an email a few minutes after submission, confirming that the application was submitted. Your task will go away, as it is now a task for the OTDA. The status of the application will change to “Assignment of Reviewers”.



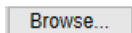
### Program-Specific Instructions

The following underlined headings correspond to the screens that must be completed for your AV application in the Grants Gateway. Each screen is listed as a link under the  [Forms Menu](#)

Click a link, complete the screen as directed, save the screen often, and then go back to the  [Forms Menu](#) and click another link. Continue in this manner until you have completed all the links/screens.


**Remember to click  often. If you do not, all data entered on the screen you are working in could be lost.**

### **Program Information**


1. Project Site Address Screen: Enter your organization’s name, site address, and agency specific region, then click . If additional site addresses are needed, click the  button.
2. Program-Specific Questions Screen:
  - Be sure to refer to the instructions at the top of the screen.
  - **The Project Title is Access and Visitation.**
  - Although most answer fields allow 4,000 characters, we encourage answers to be clear and concise.
  - If you are applying as a consortium, be sure to include the roles and responsibilities of each consortium member as they relate to all questions asked.
  - Questions 1.3, 5.4 and 5.5 allow uploads. Click  and add your attachment(s).

## Work Plan: Grant Opportunity Defined

### 1. Work Plan Overview Form:

- Please note that some of the information requested in this section will be duplicative from earlier in the application. You may copy/paste previous responses where appropriate.
- This section is to be completed from an annual perspective. Therefore, the Work Plan Period is October 1, 2019 through September 30, 2020.
- Although you will not be switching screens often during this section, it is recommended you  often.
- This section of the application will become your work plan/program narrative, and will be included in your final contract, if selected to operate AV. You must provide **detailed** responses to the following:
  - 1..1. Project Summary – Provide a high-level overview of your project including your location, target population(s) served, services provided, roles of partner organizations, additional services leveraged, the service delivery method, safety protocols and hours of operation. This section must include provisions incorporating the applicable criteria of EO 190. **This section should be a complete narrative description of your proposed AV Program, as it will become part of the contract for selected AV applicants.**
  - 1..2. Organizational Capacity – Describe the relevant experience of your organization and any partner organizations, including experience and capacity to administer AV services. Provide outcome information wherever possible. Include the staffing, qualifications, ongoing staff development/training activities, and relevant experience of staff to support the project.

### 2. Objectives and Tasks:

- Upon initially opening the Work Plan from the Forms menu, all objective sets will be expanded. You can work on each set either in the order listed, or collapse the full grid to see the overview of the entire Work Plan and expand each section as you complete it. You may input up to five (5) objectives, tasks and performance measures.
- Enter the anticipated number of families and children you expect to serve.
- Click .

## Pre-Submission Uploads

Follow the instructions provided to attach required and optional pre-submission uploads. Brief explanations of each upload are included in the Grants Gateway. In addition, all required pre-submission uploads are described in Part C of this RFP.

## **Executive Order No. 190: Incorporating Health Across All Policies into State Agency Activities**

Per Executive Order 190, this RFP incorporates the New York State Prevention Agenda and the World Health Organization (WHO) Eight Domains of Livability to further the Health Across All Policies initiative.

The New York State Prevention Agenda is the blueprint for action to improve the health of New Yorkers and become the healthiest state for people of all ages. The five priority areas of the New York State Prevention Agenda are:

1. Preventing Chronic Diseases
2. Promoting a Healthy and Safe Environment
3. Promoting Healthy Women, Infants and Children
4. Promoting Well-Being and Preventing Mental Health and Substance Use Disorders
5. Preventing Communicable Diseases

The WHO Eight Domains of Livability include:

1. Outdoor Spaces and Buildings
  - Providing safe, accessible places for the public to gather indoors and out. Ensuring that parks, sidewalks, safe streets, outdoor seating, and accessible buildings can be used and enjoyed by people of all ages.
2. Transportation
  - Increasing the accessibility, availability, and affordability of public transit options, as well as ensuring safe roadways.
3. Housing
  - Expanding affordable housing options for varying life stages, and enacting programs that help people remain in their homes longer to age in place.
4. Social Participation
  - Increasing access to affordable and community-based social activities can help address loneliness and isolation.
5. Respect and Social Inclusion
  - Increasing the availability of intergenerational activities and programs.
6. Civic Participation and Employment
  - Provide ways that all people, including older people, can, if they choose to, work for pay, volunteer their skills, and be actively engaged in community life.
7. Communication and Information
  - Providing information through a variety of means and in a culturally competent manner, recognizing that not everyone has a smartphone or internet access.
8. Community and Health Services
  - Ensuring accessible and affordable health services in every community.

The Health Across All Policies initiative is a collaborative approach that integrates health considerations into policymaking across all sectors to improve community health and wellness. To successfully improve the health of all communities, health improvement strategies must target social determinants of health and other complex factors that are often the responsibility of non-health partners such as housing, transportation, education, environment, parks, and economic development.

Consistent with Executive Order 190, where requested in this RFP, applicants must describe how their proposals can improve community health and wellness through alignment and coordination with the New York State Prevention Agenda priorities and the WHO Eight Domains of Livability.



**Part C: Forms to Upload**

<b>Attachment</b>	<b>Form Title</b>
2	Contractor Information Form
3	Agency Agreement
4	M/WBE Goal Requirements Certification of Good Faith Efforts
5	Staffing Plan
6	M/WBE-EEO Policy Statement
7	M/WBE Utilization Plan
8	M/WBE Subcontractor and Suppliers Letter of Intent to Participate

**Contractor Information**

1. Incorporated Organization Name: <input type="text"/>	
2. Street Address: <input type="text"/>  City, State, Zip Code: <input type="text"/>  County(ies) Served: <input type="text"/>	
3. Organization Contact: <input type="text"/>	Title: <input type="text"/>
Phone Number: ( <input type="text"/> ) <input type="text"/> - <input type="text"/>	Fax Number: ( <input type="text"/> ) <input type="text"/> - <input type="text"/>
E-mail Address: <input type="text"/>	
Mailing Address: <input type="text"/>	
Program Contact: <input type="text"/>	Title: <input type="text"/>
Phone Number: ( <input type="text"/> ) <input type="text"/> - <input type="text"/>	Fax Number: ( <input type="text"/> ) <input type="text"/> - <input type="text"/>
E-mail Address: <input type="text"/>	
Mailing Address: <input type="text"/>	
4. Federal Employer Identification Number: <input type="text"/> - <input type="text"/>	
Charities Registration Number: <input type="text"/> - <input type="text"/> - <input type="text"/>	

AGREEMENT

It is understood and agreed to by the applicant that (1) This RFP does not commit the New York State Office of Temporary and Disability Assistance (OTDA) to award any contracts, pay the costs incurred in the preparation of a response to this RFP, or to procure or contract for any 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 this RFP, including time frames for submission thereof. (4) Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA of third parties with regard to the applicant's experience or other matters deemed by OTDA relevant to the proposal, including performance under other grants administered by OTDA, if applicable. (5) Funds awarded for this project will be used only for the conduct of the project as approved. (6) The contract may be terminated in whole, or in part, by OTDA. Such termination shall not affect obligations incurred under the contract prior to the effective date of such termination. (7) When funds are advanced, any unexpended balance or funds unaccounted for at the end of the approved period must be returned. (8) Any significant revision of the approved project proposal must be requested in writing by the contractor prior to enactment of the change. (9) Progress reports must be submitted as required by OTDA. The final program and financial reports must be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to OTDA for audit purposes. (10) All reports of investigations, studies, and publications made as a result of this proposal must acknowledge the support provided by OTDA. (11) All personal information concerning individuals served or studies conducted under the project are confidential and such information may not be disclosed to unauthorized persons, corporations, or agencies. (12) OTDA reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project. (13) Successful applicants will be subject to the State's prompt contracting law. (14) Selected contractors agree to be bound by the Affirmative Action/Equal Opportunities anti-discrimination provisions as more fully set forth in Section VI, General Information for Successful Bidders.

OTDA reserves the right, if funds become available, to make additional awards based on the remaining proposals submitted in response to this RFP, in lieu of releasing a new RFP, if deemed to be in the best interest of the State. The same evaluation criteria shall apply as used in the original selection process.

OTDA anticipates making awards to administer projects for a five (5) year contract cycle to be funded annually for one (1) year budget periods. For those applicants selected as a result of this Request for Proposals (RFP), subsequent year's funding may be at a decreased or increased level and may be awarded on a performance basis.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that s/he will comply with the above agreement if the contract is received.

---

(Signature of official authorized to sign for applicant)

---

(Date)

  
(Typed Name, Title, Date)

Office of Temporary and Disability Assistance  
 40 North Pearl Street, Albany, NY 12243  
[www.otda.ny.gov](http://www.otda.ny.gov)

OTDA-4976 (Rev. 1/2016)

## 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**



## STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation No.:</b>	<b>Reporting Entity:</b>	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Workforce to be utilized on this contract
<b>Offeror's Name:</b>	<input type="checkbox"/> Offeror	
<b>Offeror's Address:</b>	<input type="checkbox"/> Subcontractor	
	<b>Subcontractor's name</b> _____	

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

EEO-Job Category	Workforce by Gender		Workforce by Race/Ethnic Identification						Native American (M) (F)	Disabled (M) (F)	Veteran (M) (F)
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)					
Officials/Administrators											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers											
Labors											
Service Workers											
Temporary /Apprentices											
<b>Totals</b>											

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		<b>Submit completed with bid or proposal</b>

**MINORITY AND 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 \_\_\_\_\_

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (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 AGENCY 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 enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing 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, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) 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: \_\_\_\_\_

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

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

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority and Women's Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

\_\_\_\_\_  
(Authorized Representative)

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

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



## M/WBE 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) under the contract. Note – A dually certified firm cannot be counted toward both the MBE and WBE participation goals. Attach additional sheets if necessary.

Offeror's Name: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Solicitation Name/Contract No.: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_ M/WBE Certified ☐ NO ☐ YES % WBE: %  
Telephone No.: \_\_\_\_\_ M/WBE Participation Goals: MBE \_\_\_\_\_  
Region/Location of Work: \_\_\_\_\_

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			

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM - OTDA - 4969.**

PREPARED BY \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
(Signature): DATE: \_\_\_\_\_  
NAME AND TITLE OF PREPARER (Print or Type): \_\_\_\_\_  
FOR M/WBE USE ONLY  
REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_  
Estimated Date of Completion: \_\_\_\_\_  
Amount Obligated Under the Contract: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date: \_\_\_\_\_  
NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO Date: \_\_\_\_\_

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. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

### M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF INTENT TO PARTICIPATE

Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Address: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Dear Contractor:

I, \_\_\_\_\_ intend to perform work for \_\_\_\_\_  
 (Name of Subcontractor/Supplier) (Name of Prime Contractor)

My Minority/Women Business Enterprise (M/WBE) status as a MBE ☐ and/or WBE ☐ is certified as of \_\_\_\_\_  
 (Certification date) (Check one)

\_\_\_\_\_ is prepared to do the following:  
 (Name of Subcontractor/Supplier)

(Describe work to be performed on the above project)	Unit Price	Total Amount

You have projected \_\_\_\_\_ for such work to start.  
 (Commencement Date)

\_\_\_\_\_ will sign a formal contract for the above work conditioned  
 (Name of Subcontractor/Supplier)

upon the approval of your executed contract with the contractor.

Please choose one of the following options:

MBE: Subcontractor ☐ Supplier ☐  
 WBE: Subcontractor ☐ Supplier ☐

Company Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Company Official's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Address: \_\_\_\_\_

\*\*\*This section is to be completed by the prime contractor\*\*\*

Company Official's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Company Official's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## Part D: Printed Version of Grants Gateway Application

### Grant Creation and Editing Module

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#### PROGRAM SPECIFIC QUESTIONS

**Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.

**Project Title**

Please answer the following questions in either narrative format, or by uploading a document where allowed.

- 1.1 Describe the targeted service area including number of parents and children to be served. \*

- 1.2 Describe the local needs assessment used to develop your proposal. \*

- 1.3 Describe any existing linkages to community-based organizations (CBOs). Include any Letters of Participation from the CBOs, the local court system and the local social services district or it's NYC equivalent. \*

Upload:  No file chosen

- 1.4 Identify agencies (if any) with which you will need to establish a linkage or improve an existing connection in order to ensure success of this project.

- 2.1 Identify the elements of the proposed project, including the specific services to be provided. \*

- 2.2 Describe the delivery strategy, including any outreach, and community collaboration. \*

- 2.3 Describe how the roles of provider and parents will be made known to all parties in advance of service.

- 2.4 Describe the physical layout of the area(s) in which services will be delivered. Include ingress and egress. \*

- 2.5 Describe safeguards to ensure safety of parents, children and providers. \*

- 2.6 Describe how your program will promote a healthy and safe environment, promote well-being and prevent mental health and substance use disorders consistent with EO190. \*

- 2.7 Describe how your organization will provide communication through a variety of means and in a culturally competent manner consistent with EO 190. \*

2.8 Describe your record storage and retention plans. \*

3.1 Describe the customer service(s) your program will provide and how you will determine baseline need for each service. \*

Upload:  No file chosen

3.2 Describe the desired outcome(s) your program will produce. \*

3.3 Identify how you plan to verify that each customer has reached the performance target and has achieved a benefit. \*

Upload:  No file chosen

3.4 Describe how your program will make noncustodial parents aware of the importance of supporting their children financially and emotionally.

4.1 Describe how your organization will recruit and retain staff. \*

4.2 Describe the credentials you will require of each staff member. \*

4.3 Describe the process that will be utilized to ensure staff development is consistent with the program. \*

4.4 List, by title or work function, the key staff that will work on this project. \*

4.5 Describe the roles and responsibilities of the identified staff. \*

4.6 Describe how staffing patterns will support the regulation needed to provide varying levels of visitation.

5.1 Describe your organization's previous experience, if any, with the activities in this program area. \*

5.2 If your organization has not had previous experience with the activities in this program area, please describe the training efforts that will be implemented to ensure staff capability.

5.3 Describe the resources your organization intends to provide to support the project. Identify local share including any program fees if imposed or in-kind services that may be part of your proposal. \*

- 5.3 Describe the resources your organization intends to provide to support the project. Identify local share including any program fees if imposed or in-kind services that may be part of your proposal. \*

- 5.4 Include a list of your agency's Board of Directors with names, addresses and phone numbers. \*

Upload:  No file chosen

- 5.5 If you have developed or intend to develop an advisory committee, please so indicate and include a list of the names and/or titles of the members. \*

Upload:  No file chosen

- 5.6 Describe your organization's relationship with the local court system. \*

- 5.7 Describe your organization's relationship with the local district Child Support agency. \*