



**Office of Temporary  
and Disability Assistance**

Release Date: October 18, 2021

**Request for Proposals**

# **Wage Subsidy Program III**

Submission Deadline: December 1, 2021

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## **I. IMPORTANT INFORMATION**

This page contains information regarding the Wage Subsidy Program (WSP) Request for Proposals (RFP) that is essential for any prospective applicant. Since the WSP RFP is released through the New York State Grants Gateway system, the traditional manner of submitting hard copy applications to OTDA is no longer permitted. As a result, OTDA has designed the RFP to help applicants navigate the Gateway system and submit proposals correctly. The WSP RFP is categorized into four sections listed below:

1. PART A: RFP Summary Information
2. PART B: Application Instructions
3. PART C: Required Uploaded Documents
4. PART D: Printed Version of Gateway Application

### **A. RFP Summary Information**

This section of the RFP is the traditional 20 to 30 pages explaining requirements of the RFP. It includes timelines, a summary, program and contract information, proposal requirements and other aspects of the procurement.

### **B. Application Instructions**

All agencies submitting a proposal for this procurement must use the New York State Grants Gateway system at [https://grantsgateway.ny.gov/IntelliGrants\\_NYSGG/module/nysgg/GOPortal.aspx](https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/GOPortal.aspx). Since some agencies may not have experience with the system, we included this section to assist applicants in using the system efficiently.

It is important to note that while any employee with access may work on the application, only someone with a Grantee Signatory or a System Administrator role can submit the application to the State.

Applications will not be accepted outside of the Grants Gateway System.

### **C. Required Uploaded Documents**

This section lists all documents and forms that must be submitted with the application. Where a document is requested, a link is provided so an applicant can download the form, complete, and upload it as required.

### **D. Printed Version of Gateway Application**

This section will contain a complete copy of the application questions contained in the Grants Gateway system.

## **E. Prequalification Requirements**

Pursuant to New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process 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. The Vendor Prequalification Manual on the Grants Reform Website, which details the requirements, and an online tutorial are available to walk users through the process.

### **1. Register for the Grants Gateway.**

On the Grants Reform Website, download a copy of the Registration Form for Administrator. Registration forms are now only being accepted electronically via email at [GrantsReform@its.ny.gov](mailto:GrantsReform@its.ny.gov). A signed, notarized original form must be sent to this email address. You will be provided with a Username and Password allowing you to access the Grants Gateway.

If you have previously registered and do not know your Username please email [GrantsGateway@its.ny.gov](mailto:GrantsGateway@its.ny.gov), from the email address which was registered with your request. If you do not know your username but don't remember your password, please click on 'Forgot Password' from the login page. You will be prompted to enter your user ID and your email address that you registered with. The system will send you a temporary password to log in with one time then prompt you to change your password to something only you will remember. NOTE: If you copy and paste the temporary password from the email to the Gateway, make sure you are not capturing a blank space after the last character. The system will read this as another character and tell you the password is wrong.

### **2. Complete your Prequalification Application.**

Log in to the [Grants Gateway](#). If this is your first time logging in, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.

Click the Organization(s) link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A Document Vault link will become available near the top of the page. Click this link to access the main Document Vault page.

Answer the questions in the Required Forms and upload Required Documents. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.

Specific questions about the prequalification process should be referred to your agency representative or to the Grants Reform Team at [GrantsGateway@its.ny.gov](mailto:GrantsGateway@its.ny.gov)

### **3. Submit Your Prequalification Application.**

After completing your Prequalification Application, click the Submit Document Vault Link located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted the status of the Document Vault will change to In Review. The system will send you an email confirming that your Document Vault has been submitted for review. If you do not receive an email, you may not have actually submitted the vault.

If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.

Once your Prequalification Application is approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

#### **4. Other helpful information:**

Live webinars on the Prequalification Process and on how to complete an application using the Grants Gateway are provided every Tuesday and Thursday. Please see the Resources for Grant Applicants page of the Grants Management website to sign up for a webinar or for additional resources including instructional videos and step by step documents to help navigate the system.

For any technical questions regarding the Grants Gateway, the Help Desk is available Monday – Friday, 8am – 5pm via phone at (518) 414-2784 or email at [GrantsGateway@its.ny.gov](mailto:GrantsGateway@its.ny.gov)

## **PART A: RFP SUMMARY INFORMATION**

### **II. TIMELINES AND PROPOSAL SUBMISSION**

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

Bidders may submit typed questions via email or by mail to the address provided below. Questions regarding the RFP will be accepted until 2:00 p.m., November 8, 2021. No handwritten or telephone inquiries will be accepted. Answers to all questions received by this date will be posted in the Grants Gateway website at [https://grantsgateway.ny.gov/IntelliGrants\\_NYSGG/module/nysgg/goportal.aspx](https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx) and on the New York State Office of Temporary and Disability Assistance's website at [www.otda.ny.gov](http://www.otda.ny.gov) no later than November 15, 2021.

New York State Office of Temporary and Disability Assistance  
Contract Management and Quality Assurance  
Attn: Patricia Stefanik  
40 North Pearl Street, 8A  
Albany, NY 12243-0001  
Email: [patriciam.stefanik@otda.ny.gov](mailto:patriciam.stefanik@otda.ny.gov)

#### **B. Proposal Submission and Due Date**

All Proposals must be submitted via the New York State Grants Gateway at [https://grantsgateway.ny.gov/IntelliGrants\\_NYSGG/module/nysgg/goportal.aspx](https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx) and be received no later than 12:00 p.m., December 1, 2021. Once the deadline has passed, the Grants Gateway system will no longer accept applications. Eligible applicants should complete and submit all answers to questions and submit any forms required by this RFP. Failure to submit all required forms and answer all required questions may adversely affect the proposal's competitive score or make the proposal ineligible.

#### **C. RFP Timetable**

- RFP Release Date – October 18, 2021
- Deadline Date for Questions – November 8, 2021
- Deadline Date for Responses to Questions – November 15, 2021
- Proposal Due Date – December 1, 2021
- Date of Notification of Award – February 1, 2022
- Project Start Date – May 1, 2022

### **III. SUMMARY OF THE RFP**

#### **A. Purpose**

The purpose of the Wage Subsidy Program (WSP) is to secure the services of eligible organizations who can use wage subsidies to develop job opportunities for public assistance recipients and other low-income individuals. OTDA seeks to contract with organizations that have demonstrated successful job placement experience, can present a plan that includes strong linkages with employers and have the capacity to manage the WSP on their own or through subcontracts with other organizations.

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

A total of \$475,000 in federal Temporary Assistance for Needy Families (TANF) funding is expected to be available to support selected Wage Subsidy projects for a 12-month period beginning May 1, 2022. Funds for program periods beyond the initial 12-month period are contingent upon subsequent budget appropriations. Awards of up to \$175,000 will be made, with not less than 62% being awarded to programs operating in New York City. OTDA reserves the right to award contracts to bidders that score fewer points than others in order to serve additional geographical areas of the State. Should additional funds become available to support this RFP, OTDA reserves the right to make awards in excess of the amounts listed above.

In the event the amount requested by selected organizations exceeds the amount available, OTDA will reduce the award amounts to stay within the overall funding limit. Necessary award reductions may be achieved by a proportionate decrease across selected proposals, or by basing the reduction on the proposal's score and/or rank.

The Catalog of Federal Domestic Assistance (CFDA) title and number for these funds is 93.558. These funds are subject to requirements of Title IV-A of the Social Security Act as amended by Title IV-A of the personal responsibility and work reconciliation Act of 1996, PRWORA, P.L. 104-193. Award Name: Temporary Assistance for Needy Families (TANF) Program. Award Agency: Department of Health and Human Services, Administration for Children and Families.

## **C. Contract Period (Multiyear)**

Successful applicants will receive a five-year contract to begin on May 1, 2022 and end April 30, 2027. Funding for the initial 12-month period and any subsequent periods is contingent on the continued availability of funding and satisfactory performance of the contractor. OTDA desires to engage the services of organizations that are successful in helping participants reach the milestones outlined in the RFP and may initiate contract modifications to reduce or terminate award amounts of those projects that are not on schedule to fulfill contract goals by the end of each program period.

## **D. Eligible Applicants**

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

# **IV. PROGRAM AND CONTRACT INFORMATION**

## **A. Program Background**

In 1996 Congress enacted the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) that created the Temporary Assistance for Needy Families (TANF) program. TANF provides assistance and work opportunities to needy families by granting states the federal funds and flexibility to develop and implement their own public assistance program and otherwise address the needs of low-income families.

The TANF block grant program requires New York State to engage individuals in countable work activities as needed to meet its TANF work participation rate. Our success in meeting this goal rests largely on our ability to develop employment strategies for individuals in receipt of public assistance that address their employment

needs. Many individuals accessing public assistance have limited educational attainment and work histories and require enhanced employment services to help them obtain and retain a job. The Wage Subsidy Program is one effective strategy to address the employment needs of individuals in receipt of public assistance and other low-income populations with barriers to employment. Since 2001, not-for-profit community-based organizations (CBO) have operated wage subsidy programs to place public assistance recipients and other low-income individuals with employment barriers into jobs. Using a pool of funds to subsidize wages, WSP providers recruit and enroll participants, develop jobs with employers, and provide ongoing services to ensure successful entry into unsubsidized employment.

## **B. Coordination with the Social Services District**

Since public assistance recipients are a target group for the WSP program, it is important that proposals be developed in consultation with the social services district (district). The district will serve as a source of referrals to your program, will be able to identify appropriate individuals and target groups that could benefit from the services and activities you offer, and provide individuals with the support services needed to facilitate participation. Applicant organizations should contact their district early in the planning process to learn what their process is for obtaining their support of your proposal, and to allow sufficient time for you to obtain the signed District Partnership Form (Attachment B2) by the submission deadline. For example, the NYC Human Resources Administration (HRA) requires that these requests be submitted to the Commissioner/Administrator and the Grants Officer in the Finance Office three weeks prior to the date the letter is required. At the time of the request, HRA also requires the submission of a cover letter with all pertinent information, a link to the RFP the organization is responding to, an executive summary detailing program design with respect to the priorities of the RFP and a draft of the requested letter. Agencies awarded a contract will be required to cooperate fully with the district for submitting attendance information within specific time frames and maintaining records of excused absence. Further, once cash assistance recipients become employed, agencies must submit proof of employment to the district.

## **C. Description of Services Sought**

### **Recruitment**

The WSP targets those individuals who have been unable to obtain employment through conventional job search techniques. Agencies are asked to develop a variety of outreach strategies to recruit eligible participants for the WSP. Where public assistance recipients are served, close coordination with the local social services district for the identification and referral of participants is mandatory. Appropriate WSP candidates include those who:

- Have received public assistance for an extended period
- Have not earned a high school diploma or high school equivalency
- Have a history of alcohol/substance abuse
- Possess physical or mental limitations
- Are ex-offenders
- Are unable to read, write or speak English
- Have a poor work history or
- Possess other barriers to employment

### **Participant Eligibility**



## 1. Family Assistance (FA) Recipients

Adult family members who are in receipt of FA.

### **Safety Net Families**

Adult family members who were in receipt of FA but have reached their 60-month limit on TANF and transitioned to Safety Net (SN) assistance.

## 2. Families at or below 200% of Poverty

Adult family members whose gross monthly household income is at or below 200% of the federal poverty level and meet TANF certification requirements.

NOTE: Public assistance recipients must comply with assigned work requirements for the duration of their participation in WSP, including any preparatory period before subsidized employment. Failure to comply with these requirements may result in a sanction of their FA case. WSP agencies intending to serve public assistance recipients must coordinate with their local social services district regarding required hours of participation.

OTDA's Local Commissioners Memorandum, TANF Services for Individuals and Families with Incomes up to 200% of the Poverty Level (00 LCM-20), provides guidance regarding the certification requirements and services for TANF-funded programs serving eligible individuals and families with incomes at or below 200% of the federal poverty level. 00 LCM-20 is available online at the OTDA website at <https://otda.ny.gov/policy/directives/2000/>.

The TANF Services Application/Certification Form and the TANF Services Certification/Application Review Form, referenced in 00 LCM-20, must be completed by all applicants for 200% services, including the Wage Subsidy Program. The 200% certification is valid for 12 months regardless of any change in the participant's circumstances. After 12 months, participants must be recertified. Recertification may occur prior to the end of the 12-month period. Applicant organizations must familiarize themselves with the certification requirements and other elements discussed in this guidance. The current version of the TANF Application/Certification Form (LDSS-4726) can be found at: <http://otda.ny.gov/programs/applications/>

In brief, to be eligible under the 200% guidelines, an individual not receiving Family Assistance (FA) or Safety Net Assistance due to exceeding FA time limits must:

- Be a resident of New York State;
- Be a United States citizen or qualified TANF non-citizen;
- Be a member of a family that includes a minor child or pregnant woman or be a noncustodial parent of a minor child. A minor child is defined as a child under the age of 18, or under age 19 and attending secondary school or its equivalent; and,
- Have gross family income that does not exceed 200% of the federal poverty level listed in the attached table.

Applicants under the age of 21 may be eligible for services regardless of whether the family includes a minor child. The minimum age for participation in the Wage Subsidy Program is 16. Participants under the age of 21 do not need to meet the requirement of having minor children but must meet the income guidelines.

**200% of Federal Poverty Guidelines Chart**  
**TANF Program Year June 1, 2021 through May 31, 2022**  
 (Updated Annually)

<b>Family Size</b>	<b>Annual Income</b>	<b>Monthly Income</b>	<b>Bi-Weekly Income</b>	<b>Weekly Income</b>
<b>1</b>	\$25,760	\$2,146	\$990	\$495
<b>2</b>	\$34,840	\$2,903	\$1,340	\$669
<b>3</b>	\$43,920	\$3,660	\$1,689	\$844
<b>4</b>	\$53,000	\$4,416	\$2,038	\$1,019
<b>5</b>	\$62,080	\$5,173	\$2,388	\$1,193
<b>6</b>	\$71,160	\$5,930	\$2,737	\$1,368
<b>7</b>	\$80,240	\$6,686	\$3,086	\$1,542
<b>8</b>	\$89,320	\$7,443	\$3,436	\$1,717

For Family units with more than eight members, add:

\$9,080                      \$756

**3. Additional Requirements for Noncustodial Parents**

In order to qualify under the TANF 200% of poverty eligibility standards, a noncustodial parent is required to complete a Noncustodial Parent Information Referral Form (Attachment D of 00 LCM-20), which provides additional information regarding his/her noncustodial children. The information will be forwarded to the local child support office for the purpose of obtaining or enforcing a child support order.

**Assessment and Employment Plan**

At intake, the WSP agency will conduct and document an assessment of each individual’s employability, including recent and past work history, employment skills, educational background, interests and barriers to employment. If determined appropriate for WSP based on this assessment information, an Employment Plan will be developed which documents the participant’s goals during WSP participation. The client will take an active role in this process and will assist in the development of the Employment Plan.

**Job Readiness Training (JRT)**

The WSP agency is asked to provide JRT for individuals who need help improving job search and job retention skills. OTDA seeks programs that can engage participants into employment quickly, and do not expect JRT to extend beyond 3 weeks. JRT is normally conducted in a structured group setting and includes instruction in completing employment applications, resume writing, job interviewing techniques, workplace expectations and behaviors and life skills. JRT programs improve job placement and retention success by improving job interviewing skills, workplace behaviors and self-confidence and promoting personal responsibility. The WSP agency must educate participants concerning eligibility for State and federal Earned Income Tax Credits and assist them in the application process, including referral to area Volunteer Income Tax Assistance sites.

## **Job Development**

WSP contract agencies must focus their job development efforts on sectors of the economy experiencing employment and wage growth. Agencies are encouraged to develop jobs which provide advancement opportunities, pay at least the higher of federal or applicable State minimum wage, and are likely to promote economic independence. The WSP agency will work closely with participating employers to refer suitable WSP participants to fill identified job openings. The agency should inform participating employers of the various State and federal tax credits and incentives available to them, including the Work Opportunity Tax Credit, and the Workers with Disabilities Employment Tax Credit. Further information on these programs can be found at [www.labor.ny.gov](http://www.labor.ny.gov). Also, agencies must alert participating employers to the potential unemployment insurance costs they may incur for layoffs after the subsidy period.

## **Support Services**

The WSP contractor will assist WSP participants in arranging needed support services and document all service needs and efforts made in the participant file. These services include, but are not limited to, referrals to childcare, career counseling, referrals to other services and assistance with transportation.

## **Post-Employment Services**

WSP agencies must maintain regular contact with participants once they start working to foster their successful transition to the world of work. Newly employed participants benefit from job coaches or case managers who provide support, advocacy, motivation and training in areas such as life skills and workplace survival skills. The WSP contractor must design a systematic case management process for case managers or job coaches to follow to assess client needs and ensure client access to needed services. All barriers, service needs, and services provided must be clearly documented in the participant file. Post-employment services include, but are not limited to:

- Tracking and monitoring the progress of the employee, which includes observing the participant on the job and meeting with the site supervisor;
- Providing a written evaluation of the participant's job knowledge, skills and abilities;
- Coordinating the receipt of transitional benefits and/or other available programs with the local social services district;
- Developing a transition plan that moves the participant from subsidized to unsubsidized work;
- Developing linkages with education and training providers who provide services that complement the work schedule so WSP participants may receive services to improve job performance and promote advancement.

## **TANF Work Activities**

To the extent eligible public assistance recipients are served, activities offered prior to entry into subsidized or unsubsidized employment are generally expected to count toward the TANF work participation rate. WSP

providers must coordinate services with the social services district and are expected to develop a program proposal that aligns with district needs.

For participation rate purposes, countable activities can be offered alone or in combination with another activity. To fully count toward the work participation rate, a public assistance recipient whose youngest child is under six years of age must participate for a total of 20 hours a week in a core activity and those whose youngest child is six years of age or older must participate at least 30 hours a week, 20 of which must be in a core activity. Districts may require recipients to participate in up to 40 hours of activities a week. Core and non-core activities include the following:

<b>Core Activities Count towards 20 hours of participation</b>	<b>Non-Core Activities Only count after 20 hours of core activity</b>
Unsubsidized Employment Subsidized Employment Work Experience On-the-Job Training Community Service Vocation Education (up to 12 months lifetime) Job Readiness/Job Search	Job Skills Training directly related to employment Education directly related to employment Satisfactory attendance in secondary school

**Job Qualification**

To subsidize a job under the WSP model, the job must provide an average of 30 hours of work per week over a 30-day period and pay at least New York State minimum wage. The rate of pay must be maintained even after the subsidy period ends.

**Length of Subsidy**

The length of subsidized employment can be up to 26 weeks but cannot extend beyond the contract period. Agencies have flexibility in determining the duration of the subsidy period, and the length may vary with the type of job and the employee’s skill level.

**D. Reimbursement Structure**

To ensure the effective delivery of services by the contractor, OTDA will, within the limits noted above, reimburse all non-wage subsidy costs and a portion of the wage subsidy costs to the WSP contractor on a performance basis. However, the contractor will not be reimbursed for performance milestones under the WSP if such milestones/services are also reimbursed under the terms of another State or local agreement.

Reimbursement for both non-wage subsidy and wage subsidy costs will be made on a performance basis through voucher claims. Agencies must submit vouchers once per quarter. If it appears that an agency will earn all its non-wage subsidy funds, but wage subsidy funds will remain, OTDA reserves the right to modify the percentage of the award designated to the wage subsidy and non-wage subsidy categories.

Applicant organizations are encouraged to leverage other resources to help offset Wage Subsidy costs. Applicant organizations may also negotiate with the employer to reimburse them for an amount less than 100% of the wages paid to the participant during the subsidy period.

**1. Non-Wage Subsidy (NWS) Costs: 100% Performance-Based**

NWS costs are the payments the organization will receive for achieving milestones and outcomes sought by OTDA. Reimbursement for 100% of the NWS costs will be made on a performance basis through voucher claims. Retention milestones will only be paid for those participants who were not employed at the time of enrollment in the Wage Subsidy Program. Payments will be made based on the following milestone categories:

<b>Employment Milestone</b>	<b>Payment</b>	<b>Additional \$250 for PA Recipients</b>
30 days in subsidized employment or 30 days in unsubsidized employment for direct job placement, with no subsidy	\$1,000	\$1,250
Transition to unsubsidized employment	\$1,500	\$1,750
90-day retention in unsubsidized employment (following transition from subsidized employment) or 120-day retention in unsubsidized employment for direct job placement, with no subsidy	\$2,000	\$2,250

This payment schedule encourages the use of subsidized employment by allowing contract agencies to earn more milestones when a subsidy is used, but also allows funds to be earned when an employer does not seek reimbursement for wages paid (the 120-day direct placement option).

**2. Wage-Subsidy (WS) Costs**

WS costs are the wages and fringe benefits paid to participants by the employer during the subsidized employment period and reimbursed to the employer by the WSP agency. In the chart on Attachment B3, prospective bidders must calculate the projected amount of funds needed to reimburse employers for the WS costs. The total amount of the wage subsidy will depend on the projected pay rates of jobs to be developed, the length of the subsidy period(s) to be used, and the number of participants and must be no more than 50% of the requested award amount. However, the maximum amount of wages for WSP to be subsidized must not exceed \$20/hour. While the actual wages may exceed \$20/hour, the amount subsidized using wage subsidy funds must not exceed this amount. Further, reimbursement of fringe benefit costs must be limited to those fringe benefit costs related to the subsidized wages. Agencies will authorize WS costs only after the receipt of properly completed payroll documentation provided by the employer. Such documentation may include a payroll ledger or other employer payroll form, signed and authorized by the employer.

### **WSP – 25% Performance Based**

Agencies will make subsidy payments to employers for 75% of the WS costs during the subsidy period. Agencies will withhold 25% of the WS costs from the participating employer pending the retention of the participant in unsubsidized employment for 90 days after the subsidized period. As participants complete the 90-day job retention milestone, agencies will make payment to the employer for the withheld amount.

### **3. Employer Agreement**

OTDA has attached an Employer Agreement that must be completed to ensure that each participating employer:

- Makes a good faith commitment to transition and retain successful WSP participants in unsubsidized employment;
- Complies in all respects with Sections 336-e or 336-f, as applicable, of the Social Services Law, related to wages and benefits of program participants, their employment and labor law rights, and the rights of incumbent workers to be protected against displacement;
- Certifies that they have not, in the past five years, been convicted of a felony or misdemeanor with the underlying basis of which involved workplace safety or health standards;
- Provides a description of job responsibilities for each person hired;
- Identifies a site supervisor, if applicable;
- Understands that 25% of the wages subject to subsidy will be withheld if the participant is not retained for at least 90 days following the subsidy period; and
- Provides the WSP agency with documentation of the wages paid and fringe benefits allocated for each subsidized employee.

NOTE: A WSP agency may use WSP funds to hire a participant as an agency employee. In this case, the agency, as the employer, must comply with Sections 336-e and 336-f of Social Services Law and adhere to WSP job requirements.

The Employer Agreement must be completed and signed by both the WSP agency and the participating employer. Only one signed agreement is necessary for each participating employer who hires more than one WSP participant. However, an addendum for each participant in subsidized employment must be attached which specifies the job title and description, start date, number of hours, pay rate, and length of subsidized employment.

### **4. Voucher Submission and Recordkeeping**

Vouchers for claims for the Wage Subsidy program will be required to be submitted through the Grants Gateway on at least a quarterly basis. Contractors must ensure that books, records, documents and other evidence pertaining to milestones achieved provide the detail required by OTDA. Additionally, all records pertaining to awards made under this funding opportunity including financial audits, budget, plans/drafts, supporting documents, statistical records, etc., must be retained for a period of at least six (6) years following submission of the final expenditure report.

If any claim, audit, litigation or 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 regarding the records are resolved.

OTDA shall have access to any records relevant to the project, including books, documents, photographs, correspondence, and records to make audit, examinations, transcripts, and excerpts. If OTDA determines that such records possess long term or historic value, they must be transferred to OTDA.

Projects will be monitored by OTDA on a regular basis throughout the term of the contract. Monitoring may include site visits as well as regular telephone contact. The goal of monitoring is to ensure that terms of the contract are being met. In addition, monitoring enables 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 sub-contracts.

#### **E. Documentation Requirements**

The following chart outlines the documentation requirements for each Wage Subsidy Program milestone and related costs.

**DOCUMENTATION REQUIREMENTS**

<b>Issue/Milestone</b>	<b>Documentation</b>
30 Days in Subsidized Employment or 30 Days in Unsubsidized Employment for direct job placement with no subsidy	Wage stubs verifying at least 30 days of employment, an Employment Verification Form, or an equivalent employer statement must be completed and maintained in the participant file. When using pay stubs OTDA must be clearly able to discern when a client started employment and that the client has obtained the 30 days.
90 Day Retention in Unsubsidized Employment (following transition from subsidized employment) or 120-Day Retention in Unsubsidized Employment for direct job placement, with no subsidy	Wage stubs verifying at least 120 days of employment, an Employment Verification Form, or an equivalent employer statement must be completed and maintained in the participant file. When using pay stubs OTDA must be clearly able to discern when a client started employment and that the client has obtained the 120 days.
Wage Subsidy (WS) Costs	Payroll documentation provided by the employer, such as a payroll ledger or other employer payroll form, signed and authorized by the employer.
Transition to Unsubsidized Employment	Employment Verification Form or equivalent employer statement, clearly showing the date of transition.
25% Withholding	Payroll documentation provided by the employer, such as a payroll ledger or other employer payroll form, signed and authorized by the employer. Documentation must also include proof of reimbursement of wages, such as a cancelled check.



## V. PROPOSAL REQUIREMENTS – FORMAT AND CONTENT

Proposals will consist of two parts – a technical section and a budget section. To ensure that all proposals are evaluated on the same basis, all of the following must be included. Proposals must also be organized in the sequence described below. OTDA's Contract Management and Quality Assurance bureau will establish Review Committees to evaluate the proposals.

### A. Evaluation Process

The evaluation process will abide by the following rules:

- a. All bidders that are determined not to be responsive or responsible will be disqualified after completing a review.
- b. Proposals that fail to meet the requirements may be disqualified after completing a full review.
- c. Applicant organizations must meet the prequalification requirements set forth on pages 3 and 4 of this RFP. If your Document Vault is not in a status of Prequalified by the application due date, you are not eligible and your application will not be reviewed.

### B. Evaluation Criteria

OTDA will evaluate proposals based on the following technical criteria. The points assigned are reflective of the importance of each item as it relates to the total technical score.

#### Technical Section

- **Priority Feature (10 points)**

Priority will be given to organizations that propose to serve eligible public assistance recipients and include a District Partnership Form from each participating district to demonstrate their support of the proposal and willingness to refer public assistance recipients to the program.

- **Project Strategy, Design and Instructional Methodology (70 points)**

The quality with which the proposal has addressed the items described below. Points will be allocated as follows:

**Project Summary and Program Description (40 points)**

Outline the overall program goals and objectives. Project how many individuals will be served and what percentage will be public assistance recipients. Include a brief description of your organization and the types of programs it provides. If your organization will subcontract or partner with other agencies, their roles and responsibilities in the program must be described.

Clearly address the following program components:

- A description of the population to be served and how they will be identified, recruited and determined appropriate for participation. Applicants must include a District Partnership Form from each participating district to demonstrate their support of the proposal and willingness to refer FA recipients to the program;
- A description of the assessment and Employment Plan development process and the steps participants will take to achieve the goal of unsubsidized employment. Explain how the participant will take an active role in the development of the Employment Plan;
- A description of the activities that will be used to prepare participants for available employment (i.e., JRT);
- The subsidized employment period(s) to be used and the factors that went into the decision;
- A description of the case management approach to be used;
- If other funding sources will be leveraged to offset wage subsidy costs (i.e., employer contribution, grant diversion for FAs), detail how such funds will be utilized;
- Linkages to education and training providers to connect WSP participants with services to improve job performance and promote advancement;
- The strategy that will be used to place participants in jobs which provide advancement opportunities, pay more than the minimum wage, and are more likely to promote self-sufficiency;
- The organization's job placement and retention strategy to ensure those served obtain employment and retain employment after the wage subsidy period. Describe specific actions taken to achieve these goals; and,
- An outline of the project organization and the specific job duties of all project staff.

#### Marketing to Employers and Job Development Plan (10 points)

Describe your organization's plan to market the WSP, as well as your strategy to develop jobs, including the following:

- A description of methods to market the program to employers;
- An outline of specific job development efforts you will make to solicit employer participation in the WSP; and,
- Written commitments from at least three employers to hire and retain appropriate program participants.

#### Experience and Past Performance (20 points)

The applicant provides evidence to demonstrate their capability and relevant experience in developing and operating job development and job placement program(s) for public assistance recipients and/or other hard-to-place individuals. Highlight current/past efforts in:

- Operating a successful federal, State or local wage subsidy project;
- Assisting participants in obtaining jobs with competitive pay rates and which provide advancement opportunities;
- Helping hard-to-serve populations obtain and retain employment; and,
- Placing individuals in sectors of the economy experiencing employment and wage growth.

Performance in meeting contract goals to date will be used in scoring this section for current OTDA contractors responding to this RFP. Applicants who are not current OTDA contractors should provide

quantitative evidence of performance related to providing the specific services requested as part of this RFP, and include names and contact information of funders to verify performance.

- **Budget (20 points)**

A reimbursement schedule is provided for applicants to complete to calculate the number of milestones they expect WSP participants to reach during the program period and the maximum amount of reimbursement that will be earned as a result (Part A). In addition, you are asked to project how five years' worth of funding (anticipated first year award amount multiplied by five) would be dispersed among the milestone categories (Part B). The five-year projected schedule will not be used in the budget scoring for the RFP.

Using the formulas provided below, these points will be earned based on the proposed number of individuals who will reach the following milestones and the total funds requested.

**30 Days Subsidized Employment (30 Days Unsubsidized Direct Placement)**

(Lowest cost per individual (30 day)/cost per individual (30 day) of proposal being evaluated) x 8 Points = Points Earned.

**90 Days Unsubsidized Employment (120 Days Direct Placement)**

(Lowest cost per individual (90 day)/cost per individual (90 day) of proposal being evaluated) x 12 Points = Points Earned.

To illustrate how points would be earned, the following example consists of 3 agencies applying for funding to operate a WSP model.

The first agency requests \$200,000 and expects that 40 individuals will meet the 30-day job retention milestone, and that 20 individuals will reach the 90-day job retention milestone. In this example the average cost is \$5,000 for 30-day retention, and \$10,000 for 90-day retention.

The second agency requests \$150,000 and expects that 25 individuals will meet the 30-day job retention milestone, and that 25 individuals will reach the 90-day job retention milestone. In this example the average cost is \$6,000 for 30-day retention, and \$6,000 for 90-day retention.

The third agency requests \$140,000 and expects that 20 individuals will meet the 30-day job retention milestone, and that 10 individuals will reach the 90-day job retention milestone. In this example the average cost is \$7,000 for 30-day retention, and \$10,000 for 90-day retention.

### 30 Day Goal Sample Calculations

Agency	Cost Per 30 Day Subsidized Retention and/or 30 Day Unsubsidized Direct Placement	Formula	Points Earned
1	\$5,000	$\$5,000 / \$5,000 \times 8$	8
2	\$6,000	$\$5,000 / \$6,000 \times 8$	6.66
3	\$7,000	$\$5,000 / \$7,000 \times 8$	5.71

### 90 Day Goal Sample Calculation

Agency	Cost Per 90 Day Unsubsidized Retention 120 Day Direct Placement	Formula	Points Earned
1	\$10,000	$\$6,000 / \$10,000 \times 12$	7.20
2	\$6,000	$\$6,000 / \$6,000 \times 12$	12
3	\$14,000	$\$6,000 / 14,000 \times 12$	5.14

### Total Budget Score Calculation

Agency	30 Day Goal Points Earned	90 Day Goal Points Earned	Total Points
1	8	7.20	15.20
2	6.66	12	18.66
3	5.71	5.14	10.85

### C. Method of Selection

The method of selection will be based on a point system. Awards will be based on the highest total points, but in order to best maximize funding, OTDA reserves the right to consider lower ranked proposals in the cases where multiple proposals are received for one county or to achieve a greater geographical diversity. Also, as required by the enacting appropriation language, not less than 62% of available funds will be awarded to programs operating in New York City.

Should additional funding become available at any time during the period which this RFP covers, in lieu of releasing a new RFP if deemed in the best interest of the State:

- OTDA may make additional awards based on the remaining unfunded proposals submitted to OTDA as a result of this RFP in a manner consistent with the award methodology set forth;
- OTDA may increase awards to selected providers beyond the maximum award specified in this RFP or to previously proportionally reduced award amounts to current contractors; and/or,
- OTDA may increase awards to contractors that have demonstrated positive outcomes as determined by a methodology developed by OTDA.

- OTDA reserves the right to solicit and accept new proposals, as funding becomes available, should there not be acceptable remaining proposals.
- Should available funds be decreased in future years, OTDA reserves the right to reduce awards on a pro-rated basis or based on agency performance.

#### D. Required Pre-Submission Uploads

Following are explanations of the forms that applicants are required to upload prior to submitting a WSP application. Download all forms by following the links available in the Grants Gateway Upload Properties section. If you are unable to produce required information, you must upload an explanation in its place.

- **Reimbursement Schedule** - A reimbursement schedule is provided for applicants to complete to calculate the number of milestones they expect WSP participants to reach during the program period and the maximum amount of reimbursement that will be earned as a result. In addition, you are asked to project how five years' worth of funding (anticipated first year award amount multiplied by five) would be dispersed among the milestone categories. The five-year projected schedule will not be used in the budget scoring for the RFP. This form must be uploaded as part of your answer to question 14.
- **District Partnership Form** – This form must be signed by the district representative for each district the applicant is proposing to serve. Completion of the District Partnership Form substantiates that the district has participated in the design of the proposal and agrees to identify and/or refer participants in receipt of PA during the program period.
- **M/WBE Goal Requirements Certification of Good Faith Efforts** – This form must be signed to certify 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** – 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** – This is an acknowledgement 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** – 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** – 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.

- **Subcontractor and Supplier Identification Form** – This form for OTDA For-Profit and Nonprofit procurements (IFB/RFP/Contract Reporter \$50,000 or more) was created for applicants to complete as part of the bid solicitation. The form requires applicants for each new procurement (IFB/RFP/Contract Reporter Purchases of \$50,000 or more) to list all subcontractors and the requested information for each that is in place to provide the goods and services required by that contract. This form was created to provide OTDA with a list of all subcontractors and key information, including dollar value of the subcontracts over the contract term, to assist OTDA in assessing the discretionary portion of each contract and overall compliance with NYS/OTDA M/WBE requirements.
- **Not for Profit Contract Attestations** – The following forms are available in the Grants Gateway and must be signed and submitted with all applications: EO177 Certification, Non-Collusive Bidding Certification, Acknowledgement of Understanding of Post-Employment Provision, Assurance of No Conflict of Interest, and Sexual Harassment Prevention Certification.

#### **E. Terms and Conditions Governing this RFP**

1. Awards will be made to applicants whose proposals are determined to best meet the criteria for proposal evaluation and selection set forth in this RFP. NYS OTDA reserves the right to terminate the contract in whole or in part, or to modify the contract at its discretion or due to the unavailability of funds. If additional funding becomes available, 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 OTDA. OTDA also reserves the right to issue a new RFP to solicit new proposals.
2. This RFP does not commit 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. 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.
3. 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 Office's processing procedures for contracts of this type, including approval as to form by the State's Attorney General, as to award by the DOB, 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.
4. It is the policy of OTDA to encourage the employment of qualified applicants/recipients of PA by both public organizations and private enterprises that are under contractual agreement with OTDA for provision of goods or services. OTDA may require applicants to demonstrate how they have complied or will comply with the aforesaid policy.
5. 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:
  - NYS Master Contract Terms and Conditions;

- Attachment A-1 (Program Specific Terms and Conditions);
- Attachment A-2 (Federally Funded Grants Terms and Conditions);
- Attachment B-2 (Expenditure-Based Budget);
- Attachment C (Work Plan); and
- Attachment D (Payment and Reporting Schedule).

6. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA of third parties regarding the applicant's experience or other matters relevant to the proposal. 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.

7. All products, deliverable items and working papers resulting from this contract will be the sole property of OTDA, and the applicant is prohibited from releasing these documents to any persons other than the Commissioner of OTDA or his/her designee unless authorized by the Office to do so. The proposal shall be signed by an official authorized to bind the applicant and shall contain a statement to the effect that the proposal is a firm offer for a 180-day period. The proposal shall also provide the name, title, address, telephone number and area code of individuals with authority to negotiate and contractually bind the 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:

1. **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.
2. **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.

The bidder affirms that the terms of the RFP and the attachments do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

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

4. **Conflict of Interest** – 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.
5. **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 OTDA and to the State of New York. OTDA may use any of the materials developed with program funds for any OTDA or other State purpose.
6. **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.
7. **Prompt Payment Provisions** – The payment of interest on certain payments due and owed by the State may be made in accordance with the criteria established in Article XI-A of the State Finance Law.
8. **Contract Award** – Upon receipt of necessary State approvals, an award letter will be issued by OTDA to the successful applicant advising them of a contract award. A contract defining all deliverables and the responsibilities of the contractor and OTDA will then be developed for signature by both parties and for approval and processing in accordance with State policy and practice. The contract does not become legally binding upon the State of New York until it is executed by the OSC.
9. **Advances** - To the extent allowed by Federal law and regulation, OTDA may grant advances up to 25% of the contract value or an amount equal to the State share of the contract value or whichever amount is less, if requested and with sufficient justification. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to OTDA. In the event either party terminates the contract prior to its expiration, the Contractor agrees to refund any outstanding advance balance to OTDA immediately. The repayment schedule is part of the Master Contract, Attachment D, Payment and Reporting Schedule
10. **Publicity** – Includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of our materials, our agency name, or other such reference to New York State and/or OTDA in any document or forum is considered publicity. News releases or any other public announcements regarding this project may not be released without prior approval from OTDA.
11. **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.

- 12. 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 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.
- 13. 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.
- 14. Contract Cancellation** – 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 OTDA, the selected contractor fails to perform the work in accordance with the contract, OTDA may terminate the contract immediately by written notice for cause. OTDA may elect to suspend contract performance or provide a cure period prior to termination.
- 15. 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 OTDA to review any records in its possession concerning your organization including, but not limited to, wage records, unemployment insurance records, public works records, labor standards, and safety and health records. Based on the responses you provide, OTDA will determine whether your organization is a responsible bidder. If you are disqualified based on a determination of non-responsibility, you will be notified in writing and may appeal the determination in writing within 10 days to the Commissioner. If you fail to identify a violation and OTDA discovers the failure to disclose such violation, your contract may be terminated immediately upon written notice.
- 16. Insurance Coverage** - Successful bidders must provide acceptable proofs of disability and worker's compensation insurance coverage before their contract can be executed by the New York State Office of the State Comptroller.
- 17. 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 <https://ogs.ny.gov/iran-divestment-act-2012> 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 OTDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certification, OTDA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such

violation, then OTDA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the contractor in default. OTDA reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

**18. 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 Employment and Income Support Programs directly. All such matters will be accorded impartial and timely consideration. Detailed procedures are as follows:

- **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), Jason Wilkie, 40 North Pearl Street, 12th 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.
- **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.
- **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.
- **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.

- **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 Breeyear, Director, Bureau of Contracts, New York State Office of the State Comptroller, 110 State Street, 11th 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.
- **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.
- **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.

- **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.

**19. Contractor Requirements and Procedures for Participation by New York State- Certified Minority and Women-Owned Business Enterprises (M/WBEs) and Equal Employment Opportunity (EEO) for Minority Group Members and Women and Workforce Utilization Reporting** – Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, OTDA is required to promote opportunities for the maximum feasible participation of New

York State-certified M/WBEs, and the employment of minority group members and women in the performance of OTDA contracts.

**Business Participation Opportunities for M/WBEs** – For purposes of this procurement, OTDA hereby establishes an overall 0% M/WBE participation goal. OTDA conducted a comprehensive search and determined that the procurement does not offer sufficient opportunities to set specific goals for participation by MWBEs as subcontractors or service providers.

**Equal Employment Opportunity (EEO) and Workforce Utilization Reporting Requirements** – By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 – Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements therein (the “Work”), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed (religion), color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-Owned Business Enterprise and Equal Employment Opportunity Policy Statement (Form OTDA-4970, Attachment 9) to OTDA with its bid or proposal.

If awarded a Contract, the respondent shall submit form OTDA-4971 Workforce Utilization Report (Attachment 14) and shall require each of its subcontractors to submit a Workforce Utilization Report, in such a format as shall be required by OTDA on a QUARTERLY basis during the term of the Contract. The Workforce Utilization Report will include demographic information as requested in the Report and the Total Compensation for all groups of employees that perform work under each Occupation Classification and Job Title.

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

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

**20. Participation Opportunities for New York State Certified Service-Disabled Veteran- Owned Businesses** – 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. 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 OTDA contracts.

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. For purposes of this procurement, 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 the 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/>.

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.

**ATTACHMENT E**  
SECURITY AND CONFIDENTIALITY TERMS  
Last Updated: June 2019

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**The Security and Confidentiality Terms set forth in this Attachment E are made part of the Agreement between OTDA and the Contractor.**

## Definitions

For purposes of this Attachment E the following terms shall have the following meanings:

**“Protected Information”** means data or information to which the Contractor is given access which OTDA creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA’s information technology solutions, applications, systems, networks or data;
- e. Any other material designated by OTDA as being “Confidential,” “Personal,” “Private,” or otherwise “Sensitive.”

**“Authorized Persons”** means the Contractor’s employees, subcontractors or other agents who are authorized and have a business justification to access Protected Information to enable Contractor to perform the services pursuant to the Agreement.

**“Information Security Incident”** means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information.

**“Information Security Breach”** means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**“OTDA Contact”** means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

**“Continental United States (CONUS)”** – the 48 contiguous States and the District of Columbia

**“Follow the Sun”** – Follow-the-sun is a type of global workflow in which tasks are passed around daily between work sites that

are many time zones apart. All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

## Data to be Disclosed

While a listing of specific data elements and/or information required to effectuate the Agreement may be more specifically set out in the solicitation, the obligations set out apply not only to such data elements and/or information but to all Protected Information, as defined herein.

## Purpose of Data

Contractor represents that it is requesting and/or providing Protected Information solely for purposes specified in this solicitation. OTDA will release Protected Information to Contractor exclusively for this purpose. Contractor shall use the Protected Information only for the authorized purposes specified in this Agreement.

## Ownership of Data

Contractor agrees that OTDA shall be deemed the “owner” of Protected Information disclosed by OTDA to Contractor under this Agreement including for purposes of complying with the requirements of General Business Law Section 899-aa.

## Data Exchange Details

Prior to OTDA’s sharing of any data pursuant to this Agreement, Contractor and OTDA shall work together to provide and establish a secure, encrypted (both in transit and at rest) method of data exchange for any transfer of such data which shall, at a minimum, comport with the standards set and required by the [New York State Chief Information Security Office](#) (NYS CISO) and, where required, any additional heightened compliance obligations applicable to and necessitated by the data involved in any such exchange. The NYS CISO’s office shall, as OTDA deems appropriate, be provided with details of such proposed method of exchange for review and approval. The Parties agree that they will work together to create and keep current a Technical Service Description, to be made part of this Agreement, which sets forth the details of the Protected Information which OTDA shall furnish to Contractor, including, at a minimum, the frequency of the disclosure, timing, technical details of the method of data exchange (including all relevant details), and the format of any response as between the Parties.

## Data Protection

Safeguarding of Protected Information shall be an integral part of the business requirements and activities of the Contractor to ensure there is no inappropriate or unauthorized use or exposure of Protected Information at any time. Contractor shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures



shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the [NYS CISO](#), and must comply with all applicable state and federal law, rules, regulations, and policies.

- b. All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth by the [NYS CISO](#), all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.
- c. At no time shall any Protected Information be copied, disclosed or retained by the Contractor for any purpose other than performing the services under this Agreement.
- d. Contractor and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.
- e. Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Contractor's data and data belonging to the Contractor's other customers, including other governmental entities.
- f. All data center(s) used to perform the services under the resulting Contract must, at a minimum, meet or exceed Tier 3 standards for redundancy and resilience, which can be found at the Uptime Institute website.
- g. The contractor must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the NYS CISO and fulfill the compliance obligations for the protection of OTDA's Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

## Data Security

Contractor shall immediately disclose its non-proprietary security processes and technical limitations to OTDA such that adequate protection for Protected Information is attained. At a minimum Contractor represents and warrants that the security requirements and processes shall comport with the security standards and protocols set by the [NYS CISO](#). In addition, the Contractor shall also comply with any state and/or federal laws, rules, regulations and/or policies that are applicable to the data being exchanged under this Agreement, including any heightened compliance obligations. The system and procedure that the Contractor will maintain for handling, storage, use, and destruction of Protected Information governed by this agreement will be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

## Data Location

Contractor shall provide its services to OTDA and OTDA's end users solely from data centers physically located within the continental United States (CONUS), meaning the 48 contiguous States and the District of Columbia. Storage of

Protected Information at rest shall be located solely in data centers in the United States. The Contractor shall not store, access, maintain, or process Protected Information on a mobile or portable device. The Contractor will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that it will be secure from unauthorized access by any means.

## Contract and Data Center Audit

The Contractor shall allow OTDA and any other authorized government agency to audit the Contractor's compliance with the security procedures set forth in this section. Contractor shall perform an independent audit of its data centers which contain Protected Information at least annually and provide OTDA a copy of such audit report. Any non-critical deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Agreement safeguards must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to OTDA. Critical deficiencies must be immediately remedied within a timeframe that OTDA approves. The completion of these requirements is at the Contractor's expense with no additional cost to OTDA.

The contractor will maintain a formal policy and procedures for the handling, storage, use, and destruction of Protected Information governed by this Agreement which must be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

The contractor will permit OTDA, or their agent, to enter upon Contractor's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality, privacy, security, and compliance of the Protected Information. The contractor will also cooperate with OTDA, or their agent, in connection with any request for access to staff, information, or material related to an OTDA confidentiality, privacy, security, or compliance review, audit, or monitoring visit.

The contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense, a full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Agreement. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit.

## Access

The contractor will limit access to Protected Information to Authorized Persons who have a legitimate business justification for access to such data for the purposes described in this Agreement.

For Protected Information with heightened compliance requirements, including but not limited to Unemployment Insurance Benefit information, Federal Parent Locator Services

information, Federal Tax information, and Social Security Association information, Contractor will provide a listing of such Authorized Persons to OTDA at intervals determined by OTDA. The contractor will ensure that this list is kept current with any additions, changes, or removal of Authorized Persons needing access.

Access to Protected Information by Authorized Persons shall be closely monitored by Contractor and shall be removed in the event such access is no longer justified by a legitimate business need or where the person separates from service. Such removal must be immediate but in no event later than the close of business on the date of the triggering event.

Notice of all such changes will be sent to:

**OTDA General Counsel**  
40 North Pearl Street, 16C  
Albany, New York 12243  
(518) 474-9502  
Otda.sm.iso@otda.ny.gov

The contractor may not assign or subcontract the Agreement, its obligation or interest hereunder, without the express, written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and will constitute grounds for immediate termination of the Agreement by OTDA.

Contractor expressly represents and agrees that it will not re-disclose Protected Information provided by OTDA under this Agreement to third parties, including contractors or subcontractors, without the prior, written approval from OTDA. Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not provided for in this agreement without the express prior, written consent from OTDA.

The contractor will undertake precautions to limit access to disclosed Protected Information to Authorized Persons only. The contractor will adopt safeguards and procedures to limit dissemination only to authorized individuals with a legitimate business need/purpose related to the purpose of this project as set out in this Agreement.

## **Training**

The Contractor will ensure that all Authorized Persons who have access to any Protected Information for authorized purposes set forth in this Agreement have been instructed in a manner approved by OTDA regarding the confidential nature of the Protected Information, the safeguards required to protect such data, and the sanctions in applicable state, federal, and local laws, rules, regulations and/or policies for unauthorized disclosure of Protected Information. Contractor will annually sign an acknowledgement that all Authorized Persons with access to Protected Information have been instructed in a manner approved by and as set out above. Contractor will provide this acknowledgement upon request to OTDA and prior to the disclosure of any Protected Information hereunder and

annually, as required, to continue the disclosure of Protected Information hereunder.

## **Confidentiality Agreements**

Contractor shall require Authorized Persons to sign a confidentiality and non-disclosure agreement provided by OTDA in relation to access to Protected Information. Such signed agreements must be obtained prior to Authorized Persons commencing work. Contractor shall maintain such agreements for the duration of the audit period as set out in this Agreement and for the duration of any state, federal, and local laws, rules, regulations and policies applicable to the Protected Information being exchanged under this Agreement, whichever is longer, and shall provide them to OTDA upon request.

## **Background Investigation and Fingerprinting**

Contractor shall have a written personnel security policy that ensures a background investigation is completed for any individual who will need access to perform his/her job duties to Protected Information with heightened compliance obligations. The policy will identify the process, steps, and timeframes for determining whether an employee may be granted access to such Protected Information. The results of the background check will be reviewed by the Contractor to determine whether the applicant is suitable for access to such Protected Information. Suitability is defined as having verified citizenship or residency and no prior criminal offense or offenses where the nature of the offense creates a risk of misuse of such Protected Information as defined within this Agreement. Written background investigation policies and procedures must be provided to OTDA for review and approval. Policies and procedures, as well as a sample of completed background investigations, must be available for inspection upon request by OTDA or its agents.

## **Notification of Legal Requests**

The Contractor shall immediately inform OTDA in writing upon receipt of any legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests, electronic discovery, litigation holds, and discovery searches) for access to Protected Information that is not otherwise authorized under this Agreement and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. The Contractor will keep OTDA's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by OTDA. The notification shall be directed to:

**OTDA General Counsel**  
40 North Pearl Street 16 C  
Albany, NY 12243  
(518) 474-9502  
Otda.sm.iso@otda.ny.gov

## Report or Publication

Contractor will ensure that any study, report, publication, or other disclosure for which Protected Information shared by OTDA is the basis and which is permitted under this Agreement is limited to the reporting of aggregate, de-identified data, which means it will not contain any information that might lead to the identification of a private person or entity. OTDA shall have the right to review and approve any such study, report, publication, or other disclosure prior to disclosure or publication.

## Return/Destruction of Protected Information

In the event of termination or expiration of the Agreement, Contractor shall immediately implement an orderly return of all Protected Information, whether in digital or any other form, in a mutually agreeable format at a time agreed to by the parties and/or at the direction of OTDA. Thereafter, the Contractor shall, unless otherwise advised in writing by OTDA, immediately destroy and/or sanitize, as appropriate to the medium, such data and any extracts, copies, or backups of same thoroughly and irretrievably. The method for the sanitization of data shall, at a minimum, comport with the standards set by the [NYS CISO](#) for the sanitization of data. Contractor shall thereafter certify in writing and provide proof that these actions have been completed within 30 days of termination or expiration of this Agreement or within seven days of the request of an agent, employee or officer of OTDA, at the discretion of OTDA. The Contractor will not make, retain, copy, duplicate, or otherwise use any copies of Protected Information after completion of the purpose for which the data disclosed is served without prior written permission from OTDA.

## Data Retention

Notwithstanding any other obligation under this Agreement, Contractor agrees that it will preserve the Protected Information in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring applicable data records retention obligations are met.

## Compliance with Information Security Breach Notification Act and other Laws

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Protected Information does and will comply with all applicable federal, state and local privacy, confidentiality, security, data protection and compliance laws, rules, regulations, policies, and directives. Contractor warrants that it will comply with the applicable New York State Information and Security Breach Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). The contractor ensures that it and all Authorized Persons will be in compliance with the aforementioned state, federal, and local laws, rules, regulations, policies, and directives.

## Vulnerability Scanning

The contractor must perform appropriate and required environment vulnerability scanning in accordance with Industry

best practices and standards. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

OTDA, through ITS, will have the option to perform application scanning and web server scanning, as needed. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

When software vulnerabilities are revealed and addressed by a vendor patch, the Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of OTDA in consultation with ITS and Contractor. The contractor will apply all critical security patches, hotfixes, or service packs as they are tested and determined safe for installation after consultation with OTDA and ITS.

## Information Security Incident and Information Security Breach

If the Contractor or any Authorized Person becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Contractor shall within 30 minutes of becoming aware or having knowledge of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action is necessary for response to the same. At such time, Contractor shall provide OTDA with the name and contact information for an employee of Contractor who shall serve as Contractor's primary security contact and shall be available to assist OTDA 24 hours a day, seven days per week, in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

**OTDA General Counsel**  
40 North Pearl Street 16 C  
Albany, NY 12243  
(518) 474-9502  
otda.sm.iso@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Contractor shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of same and devise a proposed resolution and report the cause(s) and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future ; and 6) take any other action as may be directed by OTDA.  
Notification and Assistance to Affected Persons.

Contractor shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach (“Affected Persons”) or, as OTDA deems appropriate, an Information Security Incident. The contractor is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);
- b. If requested by OTDA and/or required by law, provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and any other services deemed reasonably necessary by OTDA to Affected Persons for a minimum of one year or longer, as determined by OTDA, (together referred to as “Affected Persons Assistance”);
- c. Costs. The Contractor shall bear all costs associated with providing Affected Persons Assistance. OTDA may reduce any Contractor invoice by an amount attributable to the Contractor’s failure to satisfactorily provide Affected Persons Assistance.

## **Business Continuity and Disaster Recovery**

The Disaster Recovery system shall be accessible by all users 24 hours a day, seven days a week, 365 days a year and available 99.982% of the time (uptime) per month and must not be rendered inoperable for any longer period for the purposes of maintenance, upgrades or hardware additions. OTDA will work with the Contractor to provide a listing of all essential functions related to the Agreement that must be sustained and maintained for the duration of the agreement. The Contractor shall have no less than one redundant data centers separated by at least 100 miles and on separate network fiber and separate power grids.

Contractor shall failover application to alternate hardware to perform planned maintenance, patches, code revisions, etc. to one instance, thoroughly test, then switch back to the upgraded instance before repeating the planned maintenance, patch, code revision, etc. on the second instance.

The contractor will provide OTDA with a business continuity and disaster recovery plan. This plan will include detailed precautions to minimize the effects of any disaster or interruption of service so that OTDA can rapidly continue to operate and resume mission-critical functions. OTDA will work with the Contractor to provide an analysis of business processes and continuity needs. The contractor will provide technical support staff with the skills required to interface with OTDA’s application, network, hardware, and software during planning and preparation for disaster recovery and business

continuity testing and/or during any declaration of an actual disaster. Minimum recovery time objective (RTO) and recovery point objective (RPO) will be determined by OTDA.

## **Suspension/Termination**

OTDA agrees to provide Protected Information pursuant to this Agreement subject to the representations and agreements by the Contractor contained in this document. OTDA will suspend the Agreement and the further disclosure of any Protected Information hereunder if: (i) Contractor fails to comply with any provision of this Agreement or (ii) OTDA General Counsel believes in good faith that the Contractor has violated its obligations to maintain the confidentiality, privacy, security and/or compliance status of such data or limit properly limit dissemination of such data. Such suspension will continue until corrective action, approved by OTDA, has been taken. In the absence of prompt and satisfactory corrective action, OTDA may, at its sole discretion, terminate the Agreement. Upon termination, the Contractor must immediately return all Protected Information obtained by the Contractor or Authorized Persons under the Agreement pursuant to the terms and conditions of the Return/Destruction of Protected Information section within this Agreement.

## **General Terms**

In addition to suspension or termination of the Agreement as provided herein, OTDA reserves the right to undertake, without limitation, any other action under the Agreement, or state or federal law, rule, or regulation, to enforce the Agreement and secure satisfactory corrective action and/or return and/or destruction of the Protected Information furnished hereunder, including seeking damages, penalties, and restitution from Contractor or its affiliates as permitted under law.

The Contractor’s and Authorized Person’s confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

## **Assignment or Subcontracting**







The Contractor may not assign or subcontract the obligations or interests outlined in this Section of this Agreement, without the express, prior written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and shall constitute grounds for immediate termination of the Agreement by OTDA.

## **Cloud Computing Provisions**



All privacy, confidentiality, security and compliance requirements set out in this Agreement shall apply to any cloud computing solution proposed for use by the Contractor to accomplish any obligation under this Agreement.

## PART B: Instructions for Completing the Application:

The Wage Subsidy Application must be submitted in Grants Gateway. Eligible entities are not-for-profit community-based organizations. Applicants should submit one application per agency. Read and apply all instructions while completing the screens in Grants Gateway. A printed version of the application appears in Section D. Please note; though others may work on the application, only someone with a Grantee Contract Signatory or a System Administrator role can submit the application to the State. Applications may not be accepted outside of the Grants Gateway system.










1. Find . Enter your search criteria then click .
2. Click the link for your opportunity.
3. From the  [Forms Menu](#), complete the following Forms/Screens listed below. Sections from the  [Forms Menu](#) do not have to be completed in any particular order. You must save your work before moving onto a new screen. If you do not complete it all in one session, search for the application in progress from the application link at the top of the screen when you return. After each section is completed and , return to the  [Forms Menu](#) and click on the next section to be completed.

### Forms/Screens

**Project Site Address Screen:** Enter all site addresses, one site per screen. Click . Click  for additional screens.

**Program Specific Questions Screen:** Follow instructions at top of screen. Answer all questions in this section. Note that most narrative answer spaces allow 4000 characters; however, OTDA expects answers to be concise. Upload forms when required. Click .

**Expenditure Budget:** As indicated in Part A, the Wage Subsidy Program is performance-based; however, for the purpose of submitting your proposal, your application must be reflected in a cost-based manner. The numbers needed to accomplish this will be drawn directly from your completed Wage Subsidy Reimbursement Schedule.

**Other Expenses Detail:** In the Type/Description field, enter the milestone category name. In the Total Grant Funds space, input the corresponding amount from the reimbursement schedule, then . For “30 Days in Subsidized Employment”, enter the amount in column (4) box (a) from the First Year Reimbursement Schedule. Remember to click , then . For “Transition to Unsubsidized Employment”, enter the amount in column (4) box (b) from the First Year Reimbursement Schedule. Click , then . For “90 Day Retention in Unsubsidized Employment”, enter the amount in column (4) box (c) from the First Year Reimbursement Schedule. Click , then . For “Wage Subsidy Costs”, enter the amount from column (4) box (d) from the First Year Reimbursement Schedule. . Each time you do so, the Category Total field will recalculate. Click  to view a



breakout of the funds requested. Please note that after adding the Wage Subsidy Costs, you do not need to complete the Other Narrative screen. Instead, click on the Expenditure Summary screen and hit Save.

**Work Plan: Grant Opportunity Defined Screens:** Section consists of the workplan overview form, objectives, tasks and performance measures.


Workplan Overview Screen: This section should be completed from an annual perspective. Therefore, the first annual Work Plan should be May 1, 2022 – April 30, 2023.





In the Project Summary section, project how many individuals will be served and what percentage will be public assistance recipients. Briefly describe your organization and the types of programs it provides. If your organization will subcontract or partner with other agencies, their roles and responsibilities in the program must be described.

In the Organizational Capacity section, describe staffing, qualifications and ongoing staff development/training activities and the relevant experience of the provider organization to support the project.

Objectives and Tasks: Complete Performance Measures for each of the two tasks listed. For the Number of New Enrollees, click [View/Add](#). Type the objective name again and in the narrative section, enter the estimated monthly enrollments. Click . For the Number of Public Assistance Recipients, click [View/Add](#), type the objective name again and in the narrative section, enter the estimated number of PA recipients you enrolled. Click . We will collect actual enrollment information monthly.

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

**Application Submission:** When you have completed your application, click . If you receive any error messages, all items must be addressed prior to submitting your application. The system will let you know when there are no outstanding items.

Remember only the Grantee Contract Signatory or System Administrator may submit the application. To do so, the appropriate person must sign into the Gateway with their credentials. This likely is someone other than the person who created the application, so at this juncture, log out. Once the appropriate person logs in, to submit the application, click [Applications](#) and  for your application. When you find it, click [Application Number](#). When you are ready to submit, click  [Status Changes](#) then . Prior to submission, you will need to certify the agreement as stated. You must click I Agree for your application to be submitted. You will know your application has been submitted successfully if you hover your mouse over  [Status Changes](#) and it shows “There are no available status options at this time.”

## **PART C: List of Required Upload Documents**

All required forms are available in the Upload Properties section of the Grants Gateway and must be submitted with your application.

### **Wage Subsidy Proposal Forms**

1. District Partnership Form
2. WSP Reimbursement Schedule Part A & Part B
3. Contractor/Subcontractor Background Questionnaire
4. Equal Employment Opportunity Staffing Plan
5. M/WBE – EEO Policy Statement
6. Subcontractor and Supplier Identification Form
7. Required Attestations

**PART D: Printed Version of Gateway Application**