

AGENCY AGREEMENT

It is understood and agreed to by the applicant that (1) This RFP does not commit the New York State Office of Temporary and Disability Assistance (OTDA) to award any contracts, pay the costs incurred in the preparation of a response to this RFP, or to procure or contract for any services. (2) OTDA reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offeror or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offeror. (3) OTDA reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in this RFP, including timeframes for submission thereof. (4) Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA or third parties with regard to the applicant's experience or other matters deemed by OTDA relevant to the proposal, including performance under other grants administered by OTDA, if applicable. (5) Funds awarded for this project will be used only for the conduct of the project as approved. (6) The contract may be terminated in whole, or in part, by OTDA. Such termination shall not affect obligations incurred under the contract prior to the effective date of such termination. (7) When funds are advanced, any unexpended balance of funds unaccounted for at the end of the approved period must be returned. (8) Any significant revision of the approved project proposal must be requested in writing by the contractor prior to enactment of the change. (9) Progress reports must be submitted as required by OTDA. The final program and financial reports must be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to OTDA for audit purposes. (10) All reports of investigations, studies, and publications made as a result of this proposal must acknowledge the support provided by OTDA. (11) All personal information concerning individuals served or studies conducted under the project are confidential and such information may not be disclosed to unauthorized persons, corporations, or agencies. (12) OTDA reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project. (13) Successful applicants will be subject to the State's prompt contracting law. (14) Selected contractors agree to be bound by the Affirmative Action/Equal Opportunities anti-discrimination provisions as more fully set forth in Section VI, General Information for Successful Bidders.

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

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

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

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

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(Typed Name, Title, Date)