



**Office of Temporary
and Disability Assistance**

Request for Proposals

Legal Services for Housing Stability Program - LSHSP

RFP Release Date: January 12, 2026

RFP Due Date: March 5, 2026, at 3pm.

Designated Contact:

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Agency: Office of Temporary & Disability Assistance

Title: Program Manager

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Office of Temporary and Disability Assistance

Legal Services for Housing Stability Program

Request for Proposals

Timeline of Key Events and Procurement Schedule

Event	Date
Request for Proposals Release	January 12, 2026
Deadline to Submit Questions	February 4, 2026
Proposed Date of Answers (on or about)	February 11, 2026
Proposals Due	March 5, 2026
Award(s) Announced	April 30, 2026
Contract Start Date	October 1, 2026
Contract End Date	September 30, 2031

Inquiries:

Any questions about this RFP must be submitted in writing by 2:00pm on February 4, 2026 to the attention of Geoffroy Green at the New York State Office of Temporary and Disability Assistance (OTDA), Bureau of Housing and Support Services, 40 North Pearl Street, Floor 10B, Albany, New York 12243 or e-mail to servicesRFP.ganda@otda.ny.gov.

All questions must be typed. Along with your question(s), provide your name, organization, mailing address, and email.

The written responses to all questions will be posted at [OTDA Procurement/Bid Opportunities page](#). OTDA will not entertain questions via telephone. Any question received after the specified deadline may be answered at the discretion of OTDA and if answered would be published in the Question and Answer document.

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Section One – Summary Information

1.1 Introduction

The New York State (NYS) Office of Temporary and Disability Assistance (OTDA) anticipates the availability of approximately \$35,000,000 annually with funds from NYS to support contracts which provide legal services for individuals and families in all areas of the State outside of New York City who need assistance to prevent eviction and maintain housing stability through the **Legal Services for Housing Stability Program (LSHSP)**. Contracts resulting from this Request for Proposals (RFP) are expected to begin on or about October 1, 2026. This RFP governs the provision of LSHSP for a five (5) year contract cycle to be funded annually for one (1) year periods.

The intent of the LSHSP is to provide advice, advocacy, mediation, counsel and direct representation in court proceedings for tenants facing a housing instability problem, event, or crisis, including eviction, that could lead to loss of housing. The goal of the program is to stabilize housing as quickly as possible through the provision of legal assistance. Any tenant experiencing a housing instability event, regardless of citizenship status, may be served. All LSHSP providers are encouraged to participate with the local Continuum(s) of Care (CoC) and make LSHSP services available to all communities throughout the region being served.

Current Legal Services grantees under contract with OTDA **MUST** apply to this RFP for continued funding. OTDA will award available funds for projects on a competitive basis. The goal and intent of this solicitation is to cover five (5) funding cycles of anticipated LSHSP funding to be provided annually for one (1) year periods depending upon the availability of continued funding, satisfactory performance, and the discretion of OTDA. Proposals should reflect projections, needs and budget(s) for a one-year period. If selected, the proposal and all parts of it submitted in response to this RFP may become part of a contract with OTDA, subject to approval by the New York State Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC). At the time of contract development, awardees will be required to submit additional budget and program information for the final contract. Successful applicants will be required to submit all final contract documents, narratives, and budgets electronically.

OTDA reserves the right to negotiate any aspect of a proposal to ensure that the final agreement meets OTDA objectives.

Applications must be submitted electronically through The Statewide Financial System (SFS) at <https://www.sfs.ny.gov/>

OTDA will conduct a thorough review of each application submitted. Eligible applicants should answer all questions and submit all forms requested by this RFP. Failure to submit all forms and answer all questions will adversely affect the overall competitive score of an application. Applications cannot be submitted in SFS after the deadline.

All applications must meet the following requirements:

- Applications must be submitted by Eligible Applicants, as defined in Section 1.3; and
- Applicants must be prequalified in the SFS as outlined in Section 1.4.

Should an application fail to meet these requirements, it will be disqualified.

1.2 Available Funding

Available funding is anticipated at approximately \$35,000,000 annually to support programs awarded through this RFP. OTDA anticipates awarding funds regionally according to estimated percentages as stated in the chart below unless appropriation language in the enacted state budget states otherwise. Percentages may be adjusted based on the appropriation language in the enacted state budget. OTDA expects applicants to serve all counties in the region for which they are applying.

LSHSP Region	Estimated Percentage of Available Funds per Region	Maximum Number of Awards
Capital and North Country Region: Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, and Washington Counties	16.30%	1
Central New York, Mohawk Valley & Southern Tiers: Broome, Cayuga, Chenango, Cortland, Delaware, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego and Otsego Counties	15.99%	1
Finger Lakes & Southern Tiers: Allegany, Cattaraugus, Chautauqua, Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, and Yates Counties	18.06%	1
Hudson Valley: Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester Counties	22.36%	1
Long Island: Nassau and Suffolk Counties	12.94%	1
Western New York: Erie, Genesee, Niagara, Orleans, and Wyoming Counties	14.34%	1

Applicants should indicate their LSHSP region of service in the application and are expected to perform services in the entire region. The primary region of service for the application should be based on the location where the largest number of clients is served. This does not preclude an applicant from serving a participant in one or more counties outside a defined service region. If an applicant fails to indicate a primary service region, it will be assigned a primary service region based on the location where

the largest number of clients is proposed to be served. Applicants may submit no more than one (1) application in response to this RFP. If more than one (1) application is submitted in response to this RFP, the last application that is received will be reviewed and considered for funding. All other applications will be rejected.

1.3 Eligible Applicants

All applicants are subject to the prequalification requirement in the Statewide Financial System (SFS).

Pursuant to New York State Division of Budget Bulletin H-1032, dated January 19, 2025, New York State has instituted a key reform initiative to the grant contract process which requires not-for-profits to be prequalified for proposals to be evaluated and any resulting contracts executed.

Proposals received from eligible LSHSP applicants who have not been Prequalified by the proposal due date of 3:00 PM EST on March 5, 2026, will not be able to submit their bid response through SFS.

Please do not delay in beginning and completing the prequalification process. The State reserves 5-10 business days to review submitted prequalification applications. Prequalification applications submitted to the State for review less than five (5) days prior to the RFP due date and time may not be considered. Applicants should not assume their prequalification information will be reviewed if they do not adhere to this timeframe. Due to the length of time this process could take to complete, it is advised new registrants send in their registration as soon as possible. Failure to register early enough may prevent potential applicants from being able to complete an application on time.

Applicants that are not prequalified can initiate and complete bid responses. However, applicants that are not prequalified will NOT be able to submit the bid response for consideration.

Detailed information on [Registration](#) and [Prequalification](#) are available on the SFS website

To register an organization, send a complete Grants Management Registration form for Statewide Financial System (SFS) Vendors ([grants-management-registration-form-for-statewide-financial-system.pdf](#)) and accompanying documentation where required by email to grantsreform@its.ny.gov. You will be provided with a Username and Password allowing you to access SFS.

1.4 Application Process (how to apply)

See section 2.1 for further instructions. Submit only one application per Agency.

This grant opportunity is being conducted as an SFS bid event on the SFS online platform. Go to www.sfs.ny.gov. Applicants should log-in with Vendor credentials. If you have previously registered and do not know your Username, please contact the SFS Help Desk at (855) 233-8363 or at Helpdesk@sfs.ny.gov. If you do not know your Password, please click the [Forgot My Password](#) link from the main log in page and follow the prompts.

The three role permissions needed to view and work on a bid event are: Bid Event Inquiry, Bid Event Initiator, and Bid Response Submitter.

Training materials focused on grants management functionality is currently available in SFS from the SFS Coach tile. Selecting **SFS Training for Vendors** from the topic drop-down list. Leave other fields blank. Select **Searching/responding to Grant Opportunities video** as a guide on how to apply.

Additionally, the [SFS Vendor Portal Access Reference Guide.pdf \(ny.gov\)](#) can help Grantees understand which Grants Management roles they need in the SFS Vendor Portal based on the work they are currently involved in. The [Grantee / Vendor User Manual \(ny.gov\)](#) provides screenshots and step-by-step guidance on how to complete grants management related tasks in SFS.

Specific questions about SFS should be sent to the SFS Help Desk at helpdesk@sfs.ny.gov

1.5 Program Description

The purpose of the LSHSP program is to provide legal assistance to renter households in all areas of the state outside of New York City who need assistance to maintain housing stability. LSHSP contractors will be required to ensure that services are available throughout the region. If necessary to provide comprehensive services to residents, each provider will be required to engage partner agencies. Applicants should describe a comprehensive legal services program model that incorporates support services for individual and families facing housing instability either on-site, via a subcontract or through a Memorandum of Understanding (MOU) with a community-based service provider.

LSHSP contractors will be required to ensure that services are available to individuals regardless of immigration status.

Up to 15% of each contractor's annual allocation may be used for rental arrears payments to satisfy an active court proceeding.

Awards will be made based on the service areas and the ability to provide legal eviction prevention and comprehensive housing stability services. Applicants should demonstrate extensive experience working with vulnerable populations to provide housing stability and eviction prevention related services. Applicants should demonstrate extensive experience defending tenants in court. Funding will allow LSHSP

contractors to assist tenants and landlords in coordinating their efforts to access homelessness prevention funds and settle disputes.

1.6 Eligible and Ineligible Activities, Expenses and Service Populations

Funds received under LSHSP may be used for eviction prevention and housing stability services for renters. Besides offering legal assistance, LSHSP programs are encouraged to provide or connect tenants with supportive services that may be helpful in addressing housing instability. Services may include referral to other Not-For Profit (NFP) organizations or local government entities in the community. LSHSP providers may assist with obtaining mainstream benefits. They may also provide direct rental arrears payments in conjunction with a case that has advanced toward court proceedings. Tenants receiving rental arrears payments should be assessed for ability to contribute towards payment, and any arrears payments made by LSHSP should ultimately retain housing.

Program services may include but are not limited to application for mainstream benefits, mediation programs, rental arrears assistance, and case management. OTDA intends to prioritize applications that provide comprehensive services in the entire LSHSP region.

Funds awarded through this RFP cannot be used to supplant or replace existing public or private funds. Applicants should clearly demonstrate that existing funds have not been supplanted. Certain expenses are subject to Minority/Women-Owned Business Enterprise (MWBE) provisions defined in the General Terms and Conditions of the Master Contract and in Attachment A1 posted with this opportunity.

Eligible expenses include (but are not limited to):

- ✓ Salaries for position such as but not limited to attorneys, paralegals, and case managers
- ✓ Employee fringe benefits
- ✓ Legal services to participants such as advice, counsel and direct representation
- ✓ Court fees on behalf of tenants in connection with active case
- ✓ Rental arrears payments in connection with a case for an eligible participant in an effort to preserve housing stability
- ✓ Security deposit for new residence if current residence is unable to be maintained despite provision of legal services
- ✓ Mediation programs with landlords
- ✓ Advocacy on behalf of participant with landlords, judges, courts, and local service organizations and/or government entities
- ✓ Activities to educate participants regarding tenant's rights and responsibilities; to organize tenants to address code violations, landlord abandonment or harassment
- ✓ Assistance in applying for any Federal, State, and local benefits such as Supplemental Security Income (SSI) benefits, Temporary Assistance (TA), Supplemental Nutrition Assistance Program (SNAP), veteran's benefits, provision of or referral to SOAR case management activities

- ✓ Referral to support services designed to stabilize households in permanent, habitable housing such as but not limited to substance use, domestic violence, housekeeping, budgeting, education, employment, parenting, mental health and physical health
- ✓ Staff or participant travel;
- ✓ Non-personnel costs associated with the provision of legal services activities
- ✓ Other expenses, as approved by OTDA, to allow a household to remain stably housed.
- ✓ Administrative expenses - Up to 15% of the grant award may be used for Administrative Costs, unless more is pre-approved by OTDA. Administrative Costs are the reasonable, necessary and allowable costs associated with overall program management and administration which are not directly related to the provision of program services. Administrative Costs can be both Direct Costs and Indirect Costs. Direct Costs are for activities that benefit one specific program or objective and can be identified to one specific contract. Indirect Costs are for activities that benefit more than one program or objective and, therefore, cannot be identified to only one specific contract. Indirect Costs are generally organization-wide costs and classified under functional categories such as general maintenance and operation costs, general office and administrative costs, or general overhead. Both Direct and Indirect Administrative Costs can incorporate an array of personnel (staffing) and non-personnel costs, where such costs are not directly related to the provision of program services. Examples of Administrative Costs can include, but are not limited to, human resources, legal support, accounting services, public relations, office support, information technology, audit services, postage, office supplies, etc. While Indirect Administrative Costs do not need to be itemized, all Direct Administrative Costs must be itemized.

Contractors may use an Indirect Cost Rate (ICR) approved by a federal agency. For contracts funded by State funds only an ICR approved by the City of New York may be used. In all instances, documentation of such approval must be provided. Contractors that do not have an approved ICR can use a de minimis rate of up to 15%. The ICR must be applied against the value of the total budgeted Direct Costs, including both Direct Program Costs and Direct Administrative Costs, to calculate the maximum value of allowable Indirect Administrative Costs, and such value must still be within the overall 15% limit on Administrative Costs. Contractors must ensure that no costs are budgeted or claimed as both Direct Costs and as Indirect Costs. OTDA retains the right to audit to ensure that all costs are being accounted for appropriately.

Ineligible expenses include:

- Affirmative Housing Litigation and Advocacy
- Representation in fair hearings
- Services to persons already homeless who are residing on the street, in emergency shelters, transitional housing or other homeless situations
- Services to homeowners or on behalf of property owners

- Salary of any personnel related to other programs funded by your agency
- Direct payments to program participants
- Mortgage costs (including funds to homeowners with any fees, taxes, or other costs of refinancing a mortgage to make it affordable)
- Furniture, food, supplies for client household
- Substantial construction or rehabilitation
- Credit card bills or other consumer debt
- Participant personal vehicle expenses
- Payments to medical, mental health and substance abuse providers on behalf of the participant
- Pet care
- Entertainment activities
- Ongoing financial and rental assistance
- In no event, should properties that are owned by the awardee or parent, subsidiary or affiliated organization of the awardee be allowed to receive payment for rental arrears assistance on behalf of a client.

1.7 Participant Eligibility

LSHSP participants must be renters in the State of New York who have requested legal services based on a housing instability problem, event or crisis. They should be screened for available resources at the beginning of service. The intent of the program is to assist those without adequate resources to stabilize housing using a combination of legal advice, counsel or representation, assistance in obtaining mainstream benefits, and/or referral to other NFP or government entities which specialize in assistance which could be beneficial in ultimately stabilizing housing. Rental arrears payments may also be used to satisfy an active case. When issuing rental arrears payments LSHSP projects are expected to maintain adequate documentation of impending risk of homelessness status and participant's income should be 80% of the Area Median Income (AMI) or less.

1.8 Program Requirements

Each LSHSP contractor is required to:

- Provide services in all counties in the region.
- Provide services to undocumented renters if requested, directly or through subcontract relationship.
- Follow property management standards for equipment costing more than \$1,000 and having a useful life of one year.
- Assist tenants at risk of housing instability in obtaining appropriate legal services and may also connect with other supportive services such as mainstream benefits and other available assistance.
- Maintain record of housing instability issue and services provided in participant files.
- Ensure the confidentiality of records for clients.

- Conform to the Americans with Disabilities Act as of 1990.
- Meet other generally applicable requirements, such as nondiscrimination and equal opportunity.
- Participate as much as practicable in the CoCs of the region.
- Submit performance reports no later than 20 days after the close of the quarter.

1.9 Selection Process

All proposals will be reviewed by OTDA staff assisted by such other State personnel as is deemed appropriate. Following the desk review of applications, several other steps may take place to further evaluate proposals. These steps may include a telephone interview with the designated contact person in the organization; a request for additional written information or documentation, if necessary; a site visit; a face-to-face meeting with agency representatives; and/or communication with references. A score of 70 or higher is necessary to receive an award.

All applicants must meet the following minimum eligibility requirement:

- Applicant must be a not-for-profit organization whose main focus is providing free legal services and is able to provide legal representation to clients in a court of law in the State of New York.

Applications which do not demonstrate the minimum eligibility requirement above will not receive a passing score of 70 and therefore will not be considered for funding.

Proposals will be judged on the following general criteria:

- Applicant should have at least three (3) years of experience providing comprehensive legal services to individuals and families facing eviction and housing instability;
- Applicant should have experience with providing rental arrears assistance or have the ability to establish a subcontract relationship with another provider who has experience providing rental arrears assistance; and
- Applicant should demonstrate that they have a physical presence in various counties throughout the region in which they are applying so that these services can be easily accessed by renter households. Physical presence may be accomplished through a subcontract;
- The responsiveness of the proposal to the RFP (all information and documentation required by this RFP are provided in a satisfactory manner to determine agency viability and project activities, goals and fundability);
- Evidence of the applicant's understanding of the needs of tenants at risk of housing instability;
- The extent to which services are provided in all counties in a region;
- The programmatic and fiscal feasibility related to the overall management and operation of the project, including the project operating budget, and the agency's financial position;

- The completeness of the Application Questions, Required Documents and Budget portions of the application, through the provision of both statistical data and agency specific information regarding the experiences of the applicant in assisting those at risk of homelessness;
- The clarity of the measurable and quantifiable expected results and potential for their achievement;
- The overall cost reasonableness and effectiveness of the proposed project;
- Clear and acceptable documentation of the applicant's operational readiness for the proposed project throughout the region

Proposals will be prioritized based on the following criteria:

- Project proposals from applicants with extensive experience providing legal services to tenants including case management and legal defenses related to eviction proceedings for renters at risk of homelessness in and throughout the identified region.
- Projects describing ease of access to legal services with multiple access points located in and throughout the region, and a process for assessing tenants' needs quickly, and ability to respond to a housing instability crisis in a timely manner.
- Projects describing a comprehensive legal services program model that incorporates support services for individuals and families facing housing instability either on-site, via a subcontract, through a MOU, or linkage agreement with a community-based service provider. MOU and/or linkage agreements should be uploaded in SFS.

The estimated geographic distribution of funds is as outlined by region in section 1.2. Percentages may be adjusted based on the enacted state budget.

Proposals should demonstrate an understanding of tenancy laws, housing related issues, eviction defenses and experience in court which ultimately lead to the ability to win cases. Accordingly, evidence should be provided as to how this proposal responds to the needs of tenants who are at risk of becoming homeless, the experience of the applicant in providing services to this population and any innovative approaches proposed to intercede before a family or individual is faced with homelessness. In addition, applicants must demonstrate their financial viability.

Proposals will be evaluated on a comparative analysis basis among proposals received for each region. Proposals will be reviewed and assigned an overall competitive score. Proposals will be awarded according to the highest score per region in the LSHSP regions. If there is an insufficient number of fundable applications in a region, the maximum number of awards may not be met for that region. If there is no application submitted for a region, OTDA reserves the right to:

- Adjust the percentages of awards per region as shown in section 1.2; or
- Extend the competition deadline date to solicit proposals for that region; or

- Reserve the percentage amount for that region in order to issue a subsequent addendum or RFP for that region.

In the event of a tie score per region, OTDA reserves the right to:

- Use methods to further evaluate the tied applications as described in the first paragraph of this section in order to break the tie; or
- Engage additional reviewers to review the tied applications; or
- Make the award based on the highest score in the applicant questions section of the RFP.

Additionally, awards may be reduced during the application process or contract term if available funds decrease. This reduction may take the following forms:

- Awards may be proportionately reduced to ensure the availability of funds.
- The requested amount of funding may be reduced by ineligible expenses.
- The requested amount of funding may be reduced based on past legal services spending practices. In the event OTDA has determined via a competitive scoring process that an existing contractor with a history of unspent contract monies should be awarded new funds, OTDA reserves the right to calculate the initial award based on the contractual spending history and the reasonableness of the request.

OTDA reserves the right to exceed the maximum number of awards. Remaining funding will be awarded to the next highest acceptable scoring applicant(s) from any region until the remaining funding is exhausted or awards have been made to all acceptable scoring applicants.

Should additional funds become available at any time during the period which this RFP covers, (2026 – 2031), in lieu of releasing a new RFP if deemed in the best interest of the State:

- OTDA may provide inflationary adjustments in subsequent years;
- OTDA may increase awards on a pro-rated basis;
- OTDA may increase previously proportionally reduced award amounts to current contractors;
- OTDA may increase award amounts to contractors who will exhaust funds by the end of an annual funding cycle, or who can demonstrate a need in the community for increased funds; or
- OTDA may choose to change its Projected Use of Funds up to and including elimination of activities.

If it is determined that the needed expertise/services are not available among the applicants that respond to this RFP, OTDA reserves the right to establish additional competitive solicitations.

The following table outlines the relative weight for each section of this application:

Section of Application	Relative Weight
Applicant Questions and OTDA Priorities	70%
Budget and Financial Audit	30%

Regardless of score, OTDA reserves the right to award all, some, or none of the available LSHSP funding; based on other relevant information, such as the occurrence of LSHSP funds supplanting existing funds; an agency's financial position; findings or issues raised by other Government funders; an agency's prequalification status in SFS; vendor responsibility determination; and the status of the vendor's NYS Office of the Attorney General Charities Registration filing.

1.10 Award Procedure

The contracts resulting from this RFP will start on or about October 1, 2026. This RFP governs the provision of LSHSP for a five (5) year contract cycle to be funded annually for one (1) year periods. Contracts submitted to the NYS Office of State Comptroller (OSC) and the NYS Office of the Attorney General (OAG) will include the maximum amount of the award for the entire five (5) year period. All contract funding will be dependent upon the availability of continued LSHSP funding, the need for the services, satisfactory performance and at the sole discretion of OTDA. Upon approval of funding recommendations by OTDA and award notices, contract development instructions will be issued to awardees. OTDA reserves the right to negotiate any aspect of a proposal in order to ensure that the final agreement meets LSHSP program objectives. Awardees will be asked to develop and provide electronically a detailed implementation plan that sets forth the program goals. Successful applicants are encouraged to register with the OSC Vendor Responsibility System at <http://www.osc.state.ny.us/vendrep>.

1.11 Bid Protest Procedure

Procedure for Handling of Protests/Appeals of Bid Specification(s) and Proposed Awards It is the policy of OTDA to provide all Offerors with an opportunity to resolve complaints or inquiries related to bid solicitations or pending contract awards administratively. OTDA encourages all Offerors to seek resolution of complaints concerning the contract award process through consultation with OTDA. 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 Offeror or prospective Offeror 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, award, or contract award phases of the procurement, may present a formal complaint to OTDA and request administrative relief concerning such action ("formal protest"). A formal protest must be submitted in writing to OTDA, by ground mail, except where alternate arrangements have been made, to the Director of the OTDA Bureau of Contract Management (BCM),

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 for Errors or Omissions in the Procurement Process – OTDA must receive formal protests concerning errors, omissions or prejudice, including patently obvious errors in this RFP specifications or documents, at least 10 calendar days before the Bid Submission Date.

Deadline for Submission of Formal Protests of Contract Award – 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 protester may request a meeting to discuss a formal protest or OTDA may initiate a meeting on its own accord, at which time the participants may present their concerns. Either the protester or 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, 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 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 protester of the right to appeal an unfavorable decision to OSC shall be sent to the protester or its agent within 45 calendar days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest decision will be recorded and included in the procurement record or otherwise forwarded to OSC upon issuance.

Appeals - Upon receipt of the OTDA's determination of a protest, a protester has 10 business days to file an appeal of the determination with OSC Bureau of Contracts. The appeal must be filed with the Bureau Director at bidprotests@osc.ny.gov or New York State Office of the State Comptroller, 110 State Street, 11th Floor, Albany, NY 12236.

The protester's appeal must contain an affirmation in writing that a copy of the appeal has been served on OTDA, the successful bidder (except where the contracting agency upholds the protest, and the successful bidder 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 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 - 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 OTDA. If 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. 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 OTDA. If a formal protest or appeal is received by OTDA on a recommended award prior to the underlying contract being forwarded to OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to OSC. If a final protest decision or final decision on appeal has been reached prior to transmittal to 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 OSC, but prior to OSC approval under State Finance Law § 112, a copy of the final OTDA decision shall be forwarded to 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 Offeror 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.

1.12 General Terms and Conditions

Contracts resulting from this RFP will start on or about October 1, 2026. It is anticipated that the successful applicant will receive a contract for up to five (5) years.

OTDA reserves the right to consider proposals in response to this RFP, but not funded at this time, for any additional funding that may become available in the future. Updated information will be requested as deemed necessary by OTDA. OTDA also reserves the right to solicit and accept new proposals, as funding becomes available.

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

Successful contractors will be required to submit all final contract documents, narratives and budgets electronically. The following may be incorporated into any contracts resulting from this RFP:

- The Master Contract
- Attachment A-1, (Agency Specific Terms and Conditions)
- Attachment A-2, (Program Specific Terms and Conditions)
- Attachment B-1 (Expenditure Based Budget)
- Attachment C (Workplan)
- Attachment D (Payment and Reporting Schedule)

As referenced in Sections IV J-K of the Master Contract and Attachment A-1, Equal Employment Opportunities (EEO) for Minorities and Women apply as do Minority and Women-Owned Business Enterprise (MWBE) goals on discretionary expenses.

The terms and conditions specified in a detailed contract must be signed by OTDA and approved by NYS OAG and the OSC before any work is begun or payments made. **Please note that no services may be reimbursed until a contract has been fully executed.**

New York State Law pertaining to Minority and Women-Owned Business Enterprise (MWBE) participation requirements for all NYS Office of Temporary and Disability Assistance Grants

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 Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OTDA contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OTDA hereby establishes an overall 30% M/WBE participation goal, and specific participation goals for both New York State-certified Minority-owned Business Enterprises (“MBE”) and New York State-certified Women-owned Business Enterprises (“WBE”) will be assessed based on the not-for-profit’s discretionary spending budget and participation opportunities therein. A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that OTDA may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how OTDA will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be

applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and OTDA may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Contract’s program manager at OTDA.

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

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OTDA for review and approval. OTDA will review the submitted MWBE Utilization Plan and advise the respondent of OTDA acceptance or issue a notice of deficiency within 30 days of receipt.
- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

- a) If a respondent fails to submit an MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If OTDA determines that the respondent has failed to document good faith efforts.

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

The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to OTDA, by the 7th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity 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 OR Authority equivalent to Appendix A]. 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 thereon (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, 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, to OTDA with its bid or proposal.

If awarded a Contract, respondent shall submit form OTDA-4971 Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by OTDA on a QUARTERLY basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis. Note – NFP grantees are exempt from Executive Order #162. 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 subcontractors 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.

Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), 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 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 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 to discuss methods of maximizing participation by SDVOBs on the Contract.

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

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

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

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

The WHO Eight Domains of Livability include:

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

8. Community and Health Services

- Ensuring accessible and affordable health services in every community.

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

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

1.13 State Agency Rights

OTDA reserves the right to:

1. Place a monetary cap on the funding amount made in each contract award, and/or make awards for less than the amount requested or greater than the amount requested.
2. Change any of the scheduled dates stated in the RFP.
3. Disqualify by reducing the overall score by 35 points for applications that do not meet the requirements stated in the RFP.
4. Request all bidders who submitted proposals to present supplemental information clarifying their proposal either in writing or by formal presentation.
5. Make funding decisions that maximize compliance with and address the goals identified in this RFP.
6. Fund only one portion, or selected activities, of a selected bidder's proposal; and/or adopt all or part of the selected bidder's proposal based on State requirements.
7. Eliminate any RFP requirements unmet by all bidders, upon notice to all parties that submitted proposals.
8. Waive procedural technicalities, or modify minor irregularities, in proposals received, after notification to the bidder involved.
9. Correct arithmetic errors in any proposal, or make typographical corrections to proposal, with concurrence of the bidder.
10. Award contracts to more than one bidder.
11. Fund any or all proposals received in response to this RFP. OTDA can reject any proposals submitted and reserves the right to withdraw or postpone this RFP, without notice, and without liability, to any bidder, or other party, for expenses incurred in the preparation of any proposals submitted in response to this RFP and may exercise these rights at any time.
12. Use the proposal submitted in response to this RFP as part of an approved contract. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract.

13. Make additional awards based on the remaining proposals submitted in response to this RFP and/or to provide additional funding to awardees if additional funds become available.
14. Make inquiries of third parties, including but not limited to bidders' references, with regard to the applicants' experience, or other matters deemed relevant to the proposal by OTDA. By submitting a proposal in response to this RFP the applicant gives its consent to any inquiry made by OTDA.
15. Negotiate with the selected bidder(s) prior to contract award.
16. Require contractors to participate in a formal evaluation of the program to be developed by OTDA. Contractors may be required to collect data for these purposes. The evaluation design will maintain confidentiality of participants and recognize practical constraints of collecting this kind of information.

Section Two – Application Process

2.1 Instructions for Completing the Application

Applicants must apply online on the SFS platform to the Legal Services for Housing Stability Program (LSHSP) 2026 Bid Event. The three roles needed to view and apply for Bid Events are Bid Event Inquiry, Bid Response Initiator, and Bid Response Submitter.

Training materials focused on grants management functionality is currently available in SFS from the SFS Coach tile. Selecting **SFS Training for Vendors** from the topic drop-down list. Leave other fields blank. Select **Searching/responding to Grant Opportunities video** as a guide.

Applicant Questions are shown in Section 3.1 of this RFP. Required documents are shown in Section 4.1 of this RFP. Applicant Questions should be answered on the Word document which should then be copied into the Workplan section of SFS **AND** also uploaded as a PDF in the Event Questions section of SFS.

Applicant Questions and Required Documents should be downloaded from the SFS Bid Event, instructions are as follows:

After logging in to SFS, click Bid Event Search, status Available. Click the Event ID for the LSHSP 2026 opportunity. Click the 'Bid on Event' button. **Submit one application per Agency in SFS. Only one user can work on and save information to a bid event at a time. If multiple users are working at the same time, some information will not be saved.** Users may return to a saved application. Use the 'Save' and 'Save for Later' buttons until you are ready to submit. When returning after being away, do the Bid Event Search. Click Event ID LSHSP 2026, then from the Event Details page, see 'my bids'. Click the blue link that says, '1 in-process', then View/Edit to continue.

From Event Details page, scroll down and click the blue link named Event Comments and Attachments. Review instructions on this screen and download all documents. Complete documents as directed, save as PDFs and upload throughout the Events Questions section in SFS where directed. PDF is the only format which can be viewed by OTDA. It is imperative that you upload only PDFs in the SFS system.

From the Event Details page, complete Step 1 'Answer General Event Questions' including adding the Project Site Address(es) from the blue link.

From the Event Details page, complete the Event Questions section. All responses require PDF uploads. Applicant Questions are shown in Section 3.1 of this RFP. Download the Applicant Questions Word document. Provide your response to each question directly underneath each question. Save the document as a PDF. Upload the Applicant Questions PDF document in the Event Questions section where directed. Continue to complete all questions in the Event Questions section by uploading the PDF document which is requested.

From the Event Details page, complete Step 2 'Enter Line Bid Responses'. Under Lines, click Period 1. After clicking Period 1, use the blue Budget Properties link and the blue Workplan Properties link to complete the annual budget and annual workplan. See more details below.

Budget

Complete one overall LSHSP Annual budget Statement. In Section Four of the RFP, there is the LSHSP Annual Budget Statement, on which the applicant must indicate funds requested. The form is provided as an excel document in SFS in the Event Comments and Attachments section. This form should correlate with the budget developed on the Budget screens. Complete the budget screens based on your completed LSHSP Annual Budget Statement. The total grant funds requested should be for the first twelve months of the contract. Only use whole dollar amounts for funds requested.

Consult Section 1.7 for Eligible Expenses. Use the following as a guideline for where expenses should appear in the budget. Insert expenses on appropriate lines. Include short narrative justifications in the fields provided to describe why expenses are needed for the project. Narrative justifications are important to give more detail about the expense and explain how it's related and necessary for the project.

Personal Services (Salaries) – Include employees that will be paid in full or in part from contract funds. Each title should be listed separately, and justification should relate to what the position does related to the project.

Fringe Benefits - Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. For all employees listed in the Personnel Service Expense Detail, the following mandatory employer payroll taxes must be paid: Social Security (FICA), NYS Unemployment Insurance (SUI), NYS Disability Insurance and Workers' Compensation. Additional fringe benefits such as pension, health, life and/or dental insurance may be provided. If LSHS funds are being requested to cover these expenses, the total fringe benefit and payroll taxes chargeable to this program cannot exceed the OSC's rate, currently at 59.59%. No exceptions are granted to the maximum rate of 59.59%. You may allocate a lower percentage.

Contractual Services – Costs for services rendered to the project under a formal or written agreement such as direct provision of services by contractual arrangement. Only the pro-rated portion of the entire expenditure that is related to the LSHS Program is allowed. This line includes institutions, individuals or organizations external to the contractor which have entered into an agreement with the contractor to provide services outlined in or associated with the contract and whose services are to be funded under the contract budget. This includes any other nonprofits performing work under the proposed LSHS contract. All such agreements are to be bona fide written contracts: OTDA reserves the right to request these documents at any time in the future. Please use one contractual line per external institution, individual or organization. The grant

funds total for that subcontractor should include all requested expenses. Describe expenses in further detail in the narrative box on the contractual screen.

Travel - These costs may be reimbursed up to the NYS rate (currently the maximum rate is \$.70 per mile). Only travel costs for personnel listed under Personal Services and participant travel costs are acceptable.

Equipment - This category includes purchase, rental and leasing of equipment. Equipment is any non-consumable, tangible property having a useful life of more than one year. Substantial equipment purchases (costing more than \$5,000) should be avoided. Acquisition costs must be in accordance with NYS requirements and may be evaluated to determine if leasing is a practical and cost-effective alternative. If the only alternative is to purchase such equipment using contract funds, an applicant is required to obtain three competitive bids and must receive OTDA prior approval. All things being equal, the contractor must purchase equipment from the lowest bidder.

Space/Property – This section is used to itemize costs associated with Space/Property that the applicant uses to conduct business. Include justification of expenses in the field provided. Only the pro-rated portion of the entire expenditure that is related to the LSHS Program is allowed. Example: Agency location has 40 offices total, but only 25 are dedicated to staff working for the LSHS Program. The request may be up to 62.5% of the rent for the building. Do not include rental assistance for participants to third parties on this line.

Utilities – Expenses related to utilities needed to operate an agency facility such as phone, water, electricity, heating etc. Only the pro-rated portion of the entire expenditure that is related to the LSHS Program is allowed. Do not include utility assistance for participants on this line.

Operating Expenses – Items necessary to operate the program such as insurance, postage, copiers, or supplies.

Other Expenses

- Rental Assistance - Rental Assistance can only include rental arrears, and security deposits if current housing is not able to be retained. Rental assistance is limited to up to 15% of the annual amount requested. First month's rent and ongoing monthly rental payments paid to third parties are not allowed.
- Administration - Up to 15% of the grant award may be used for Administrative Costs, unless more is pre-approved by OTDA. Administrative Costs are the reasonable, necessary and allowable costs associated with overall program management and administration which are not directly related to the provision of program services. Administrative Costs can be both Direct Costs and Indirect Costs. Direct Costs are for activities that benefit one specific program or objective and can be identified to one specific contract. Indirect Costs are for activities that benefit more than one program or objective and, therefore, cannot be identified to only one specific contract. Indirect Costs are generally organization-wide costs and

classified under functional categories such as general maintenance and operation costs, general office and administrative costs, or general overhead. Both Direct and Indirect Administrative Costs can incorporate an array of personnel (staffing) and non-personnel costs, where such costs are not directly related to the provision of program services. Examples of Administrative Costs can include, but are not limited to, human resources, legal support, accounting services, public relations, office support, information technology, audit services, postage, office supplies, etc. While Indirect Administrative Costs do not need to be itemized, all Direct Administrative Costs must be itemized.

Contractors may use an Indirect Cost Rate (ICR) approved by a federal agency. For contracts funded by State funds only an ICR approved by the City of New York may be used. In all instances, documentation of such approval must be provided. Contractors that do not have an approved ICR can use a de minimis rate of up to 15%. The ICR must be applied against the value of the total budgeted Direct Costs, including both Direct Program Costs and Direct Administrative Costs, to calculate the maximum value of allowable Indirect Administrative Costs, and such value must still be within the overall 15% limit on Administrative Costs. Contractors must ensure that no costs are budgeted or claimed as both Direct Costs and as Indirect Costs. OTDA retains the right to audit to ensure that all costs are being accounted for appropriately.

- Additional items or services - Eligible items or services necessary to run the program which do not fall into any of the preceding lines in the budget.

Instructions for completing the budget in SFS

From the Event Details page, complete Step 2 'Enter Line Bid Responses'. Under Lines, click Period 1 or Period Details.

- Click the "Budget Properties" link.
- Review the Budget Category Properties section (including Narrative), noting which rows have "Available in Grant" checked.
- Scroll down to the Period Budget Summary section and click on the "Category Details" icon on the right side to enter details for each budget category. Enter the amount for each budget category in the "Grant Funds Requested" column. The Total Funds will appear automatically based on your entry in the Grant Funds column. To add another expenditure row, click the '+' on the right side of the screen.
- In the Narrative field provide additional details about each expenditure row. Be sure to explain in the budget narrative how the expenses from each expenditure row are allocable, reasonable, and necessary to achieve program goals. Please also include the cost methodology for each expense. Narrative justifications are important to give more detail about the expense and explain how it's related and necessary for the project.
- For Salary, include the Position/Title for all employees that will be paid in full or in part from contract funds. In the narrative box, provide a short list of all staff duties.

- Click 'Ok' and then click 'Save' to ensure that your changes are saved.
- Click on the "Category Details" icon for each additional budget category (Fringe, Contractual, Travel, Equipment, Space/Property and Utilities, Operating Expenses, Other Expenses) and repeat the previous steps as needed.
- The Other Expenses category should include the following budget lines, if applicable:
 - Rental Arrears Assistance (no more than 15% of the requested funds);
 - Administrative OR Indirect Costs (no more than 15% of the requested funds). If indirect costs are selected, an Indirect Cost Letter must also be uploaded in SFS;
 - Additional items or services - Eligible items or services necessary to run the program which do not fall into any of the preceding lines in the budget.
- Click 'Ok' and then click 'Save' to ensure that your changes are saved.

Workplan Details

Applicant Questions and Responses should be copied into the Workplan section of SFS AND uploaded as a PDF in the Event Questions section of SFS. Please see applicant questions in section 3 of this RFP.

Instructions for completing workplan in SFS

From the Event Details page, complete Step 2 'Enter Line Bid Responses'. Under Lines, click Period 1 or Period Details. Click Workplan Properties link.

In the Project Summary field in the workplan section, copy the applicant questions from section 3 of this RFP (applicant questions and answers should also be uploaded as a PDF in the event questions of SFS as indicated).

In the Objectives, Tasks and Performance Measure section, add three Objectives with one task and one performance measure under each objective. Use the yellow button to add the next objective. To add a task under an objective, click the objective check box in the Select column, then click the yellow task button or use the + sign. To add a performance measure under a task, click the task check box in the Select column, then click the yellow performance measure button or use the + sign.

Save all work.

Final steps for submitting the application in SFS

After the budget, workplan and workplan applicant questions are completed and saved, use the return to bid response link. On Event Details page, Step 2, enter 'Your Unit Bid Price', which is the total amount of ANNUAL grant funds requested in the budget. The amount must match the total amount entered on the budget screens.

It is suggested that applicants review all work before submitting. Use the Bid Response PDF link. It will create a PDF of the entire application including uploads. Double-check that all required documents are visible in the PDF. The PDF is what OTDA uses to

evaluate the proposal. If documents are not visible, it's likely they were not uploaded in PDF format. (The Bid Response PDF will not incorporate Word or Excel documents).

It is also suggested that applicants plan to submit the final application before the deadline day in case errors need to be resolved.

When ready, use the Submit Bid button. If there are errors or missing information, you will receive a message. Follow prompts on the error messages. Email helpdesk@sfs.ny.gov if you cannot resolve the errors. No changes will be allowed after the bid is submitted. You will receive confirmation that it has been successfully submitted. The deadline to submit the bid is 3:00pm on March 5, 2026.

Section Three – Applicant Questions

3.1 Applicant Questions

The following Twenty-Five 25 questions appear on a Word document in SFS. Download the document, type answers beneath each question, save, and then upload as a PDF document in the Events section of SFS where indicated. ALSO copy all questions and answers into the Workplan section of SFS.

Question 1: Provide the name of the service region, list all counties that will be served and describe how you will ensure a presence in each county of the region. Will there be any contractual agreements with other agencies to perform work on the project (subcontractors)? If yes, please list the agencies, provide a description of their role on the project and explain how they were selected.

Response:

Question 2: Describe the region where LSHSP services will be provided. Include general information about the communities, as well as factors that may create and/or perpetuate housing instability or cause tenants to be at-risk of homelessness.

Response:

Question 3: Describe typical at risk of homelessness situations which tenants experience that could result in the request for LSHSP services from your agency and from partnering agencies.

Response:

Question 4: Describe barriers tenants face which precipitate a need for legal services representation/assistance.

Response:

Question 5: How will it be determined that a potential participant is eligible for the program?

Response:

Question 6: Provide a brief overview and history of your agency. Include your agency's experience in serving and responding to requests for assistance from tenants at risk of homelessness.

Response:

Question 7: What legal services is your agency proposing related to eviction prevention and housing stability? How are the proposed legal services not otherwise available?

Response:

Question 8: How do the services respond to the WHO domains listed in Executive Order 190?

Response:

Question 9: Please provide recent data regarding the number of eviction proceedings by county for the LSHSP region applicant is proposing to serve.

Response:

Question 10: Briefly describe the proposed project activities. Include how outreach will be conducted in all counties, anticipated number of individuals and/or families to be served, and the LSHSP services to be provided. Include hours of operation and location of services for your agency and subcontractors.

Response:

Question 11: Describe service delivery, general goals and outcomes of the project. Include the design and structure of your proposed legal services program. Describe how clients will access the project, the intake and assessment process, service delivery, referral, follow-up and case closure. Include how the program will maintain housing stability.

Response:

Question 12: Describe how support services for individuals and families facing housing instability will be structured in the proposed LSHSP program. Include what specific services will be provided by the proposed program and what specific services will be provided by referral agencies. MOUs/linkages for referral services with other NFPs should be uploaded in the Events and Comments section of SFS.

Response:

Question 13: What are the most successful strategies used to advise, counsel and defend tenants regarding evictions?

Response:

Question 14: Describe proposed staffing for the program, including subcontractor(s). Include desired qualifications, job duties, roles and responsibilities for each position. If proposing in-kind staff to be included in the proposed program, they should be included and identified as such.

Response:

Question 15: Describe how the proposed program will be integrated with other programs and services within the agency and how it is integrated in the community.

Response:

Question 16: Describe how your organization is qualified to implement the proposed program model.

Response:

Question 17: Please describe any existing grants your organization receives, including those from other agencies, that are relevant to this proposal. Include the outcomes and successes of those grants.

Response:

Question 18: Describe the challenges your program has been working to overcome and how? If this is a new program, what challenges do you anticipate?

Response:

Question 19: Describe how your program model will provide services and materials that are culturally competent and stigma free. Include how language, age and developmentally appropriate services will be provided.

Response:

Question 20: Describe the plan for initial and ongoing staff training and support for all proposed program staff. Include subcontractors, if applicable.

Response:

Question 21: Describe your organization's quality improvement (QI) and evaluation activities and how changes, based on those activities, will be implemented within the program. Describe how this process will involve subcontractors, if applicable.

Response:

Question 22: Describe how your organization will collect, analyze and report client-level and programmatic data. Include how data will be collected from subcontractor(s), if applicable. Include how data will be reviewed to ensure complete, correct and timely submission to OTDA.

Response:

Question 23: Describe the specific internal controls your agency uses to comply with the Federal Uniform Guidance (2 CFR 200).

Response:

Question 24: In the past five (5) years, has your agency or program been audited or reviewed by government agencies? If so, which ones and what were the results? Describe how any negative findings were resolved.

Response:

Question 25: For the past five (5) years, does your organization's annual Audited Financial Statements show that revenue exceeded expenses or expenses exceeded revenue? If the expenses exceeded revenue, please describe what measures were taken to correct this.

Response:

END OF APPLICANT QUESTIONS

Section Four – Required Documents

4.1 Documents Which Must Accompany the Application

The following list of documents must accompany the application. A copy of the actual documents follows the list. They should be downloaded from the Event Comments and Attachments section of the SFS application. Please complete each one and submit with the application. All documents are required. All documents must be uploaded in PDF format no matter what format they are downloaded from; only PDF format can be viewed by OTDA.

- LSHSP Applicant questions, upload in Events section and copy entire document into the Work Plan section in SFS.
- LSHSP Annual Budget Statement
- Agency Agreement
- Applicant Certification
- Gender-Based Violence and the Workplace Certification
- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia – EO 16 Certification
- MacBride Fair Employment Principle
- Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification
- Sexual Harassment Prevention Certification – State Finance Law §139-I
- Vendor Responsibility Questionnaire, certified within six (6) months of the Proposal due date (filed and certified online). If Vendor Responsibility Questionnaire was not completed and certified online, attach a paper copy.
- Non-Collusive Bidding
- Offeror Disclosure of Non-Responsibility Determinations
- Procurement Lobbying Act Offeror's Certification of Affirmation of Understanding and Agreement pursuant to SFL § 139-j and k
- Contractor's Certification/Acknowledgement/Understanding
- Offeror Assurance of No Conflict of Interest or Detrimental Effect (Offeror, Subcontractors, Consultants)
- Form OTDA-4976 – M/WBE Goal Requirements Certification of Good Faith Efforts
- Form OTDA-4970 – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement
- Form OTDA-4934 – Staffing Plan
- Form OTDA-4937 – M/WBE Utilization Plan
- Form OTDA-4938 – M/WBE Subcontractors and Supplies Letter of Intent to Participate
- Community Support Letters and/or MOUs demonstrating linkages in the community. Use more than one slot in SFS if the file becomes too large.

REQUIRED DOCUMENT – LSHSP ANNUAL BUDGET STATEMENT

LEGAL SERVICES FOR HOUSING STABILITY PROGRAM (LSHSP) ANNUAL BUDGET STATEMENT

INSTRUCTIONS: On the budget form below, indicate the amount of funds being requested to support the project for both Personal Services and Non-Personal Services for LSHSP funds. Note: All subcontractor expenses should appear on the Contractual line. After completing this form, enter detailed information for each line into the Statewide Financial System (SFS) budget. Double check that your "grant funds" line totals in SFS equal the "LSHSP" totals in the gray column.

Personal Services

Item (as contained in the contract)	LSHSP Total
B-1. Personal	\$0.00
B-2. Fringe Benefits	\$0.00
Personal Services Total	\$0.00

Non-Personal Services

Item (as contained in the contract)	LSHSP Total
B-3. Contractual	\$0.00
B-4. Travel	\$0.00
B-5. Equipment	\$0.00
B-6. Space Property Rent	\$0.00
B-7. Utilities	\$0.00
B-8. Operating Expenses	\$0.00
B-11 Other- Rent Arrears Assistance	\$0.00
B-12 Other - Administration	\$0.00
B-13 Other	\$0.00
Non-Personal Services Total	\$0.00
Total Funds	\$0.00

REQUIRED DOCUMENT - AGENCY AGREEMENT

It is understood and agreed to by the applicant that (1) This RFP does not commit the New York State Office of Temporary and Disability Assistance (OTDA) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. (2) OTDA reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer 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 agency. (3) OTDA reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP, including time frames for submission thereof. (4) Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by OTDA of third parties with regard to the applicant's experience or other matters deemed by OTDA relevant to the proposal. (5) Funds granted for this project will be used only for the conduct of the project as approved. (6) The contract may be terminated in whole, or in part, by OTDA. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination. (7) When funds are advanced any unexpended balance or funds unaccounted for at the end of the approved period must be returned. (8) Any significant revision of the approved project proposal must be 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 XIV, General Terms and Conditions of this RFP.

OTDA reserves the right, if funds become available, to make additional awards based on the remaining proposals submitted to this RFP, in lieu of releasing a new RFP, if deemed to be in the best interest of the State. In the event funds become available, projects would be awarded funding in a manner consistent with the award methodology set forth in this Request for Proposals.

This RFP governs the provision of LSHSP services for a FIVE (5) year contract cycle to be funded annually depending upon the availability of continued LSHSP funding, satisfactory performance, and the discretion of the OTDA. For those applicants selected as a result of this Request for Proposals (RFP), subsequent year's funding may be at an increased or decreased level depending on funds available.

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

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

REQUIRED DOCUMENT - APPLICANT CERTIFICATION

If funded, I, _____, _____ of
(Official authorized to sign for applicant agency) (Title)

_____, certify that I will ensure
compliance with program requirements, as outlined in this RFP or subsequent additional
regulations issued by OTDA under the Legal Services for Housing Stability Program
(LSHSP).

(Signature)

(Date)

REQUIRED DOCUMENT

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide a statement with their bid detailing the reasons therefor:

REQUIRED DOCUMENT

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- ☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- ☐ 2. a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- ☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- ☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name:
(legal entity) _____

By:
(signature) _____

Name: _____

Title: _____

Date: _____

REQUIRED DOCUMENT - Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the Bidder, by submission of this bid certifies that it, or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

1. Has business operations in Northern

Ireland Yes ☐ or No ☐

If yes:

2. Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of their compliance with such Principles.

Yes ☐ or No ☐

Signature: _____

REQUIRED DOCUMENT - Prohibiting Contracts with Entities That Support Discrimination EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion, or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296 (11) of the New York State Human Rights Law.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

REQUIRED DOCUMENT -Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor’s model policy and training standards) to all its employees.

“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.”

Contractor: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with their bid detailing the reasons why the certification cannot be made.

REQUIRED DOCUMENT - New York State Vendor Responsibility Non-Construction For-Profit Questionnaire

The Office of Temporary and Disability Assistance recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System; however, vendors may choose to complete and submit a paper questionnaire.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.ny.gov/vendrep/vendor_index.htm or go directly to the VendRep System Online at <https://onlineservices.osc.state.ny.us>.

Please check one of the following:

- ☐ A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
- ☐ A Vendor Responsibility Questionnaire is attached to this Bid/Proposal.

REQUIRED DOCUMENT - Non-Collusive Bidding Certification Required by Section 139-D of State Finance Law

Section 139-D. Statement of Non-Collusion in Bids to the State:

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award, nor shall any award be made where 1, 2, and 3 above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

[Affix addendum to this page if space is required for statement.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

Exhibit 1: Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor: _____

Street Address: _____

City/Town State Zip Code

Telephone: _____

Title: _____

If applicable, Responsible Corporate Officer:

Name: _____

Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal Name of Person, Firm, or Corporation

By:

Name

Title

Street Address

City State

Legal Name of Person, Firm, or Corporation

Name

Title

Street Address

City State

**REQUIRED DOCUMENT - Offeror Disclosure of Prior Non-Responsibility Determinations
(Procurement Lobbying Act)**

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions.

2. Was the basis for the finding of non-responsibility due to violation of State Finance Law §139-j? (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: _____

Date: _____

Name: _____

Title: _____

REQUIRED DOCUMENT - Procurement Lobbying Act

Offeror's Certification and Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j and k

Offeror affirms that it understands and agrees to comply with the New York State procedures relative to permissible contacts as required by State Finance Law §139-j.

(<https://www.nysenate.gov/legislation/laws/STF/139-J>)

By:

Date:

Name:

Title:

Contractor Name:

Contractor Address:

Offeror Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

(<https://www.nysenate.gov/legislation/laws/STF/139-K>)

Authorized Signature: _____

REQUIRED DOCUMENT - Contractor's Certification/Acknowledgements/Understanding

Contractor's Acknowledgement of Understanding of Post-Employment Provisions

The Authorized Signatory of the Contractor acknowledges that he/she has the authority to sign on behalf of the Contractor, has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, and agrees to abide by the Provisions of the Public Officer's Law during the term of the Agreement.

Contractor's Disclosure of Any Existing and/or Contemplated Conflict of Interest

Have you any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Contractor or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this Agreement?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written explanation, include a statement with your agreement documents describing how your Staffing Firm would eliminate or prevent the Conflict of Interest. Indicate what procedures will be followed to detect, notify OTDA of, and resolve any such conflicts.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Conflicts of Interest.

Contractor's Disclosure of Former State Employees

Do you employ and/or use any subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written statement identifying any/all employees and/or subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement, include a description of their work duties, and the dates of their employment.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Former State Employees.

Contractor's Disclosure of Any Investigation or Disciplinary Action by the New York State Commission on Public Integrity or its Predecessor State Entities (Collectively, "Commission")

Have you or any of your members, shareholders of 5% or more, parents, affiliates, or subsidiaries, been the subject of any investigation or disciplinary action by the New York

State Commission on Public Integrity or its predecessor State entities (collectively, "Commission")?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written explanation; include a statement with your Proposal providing a brief description indicating how any matter before the Commission was resolved, or whether it remains unresolved.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to investigations or disciplinary actions by the Commission.

Contractor's Agreement to Notify OTDA of Potential Future Conflicts

By signature below, the Authorized Signatory of the Contractor, certifies that he/she will notify OTDA of any/all new potential conflicts of interest and any/all new contractor staff that are prior OTDA employees during the term of the contract, prior to hiring of said individual, and will complete and submit an updated version of this form to OTDA at the time of becoming aware of any such new potential conflicts of interest, and of any/all new contractor or subcontractor staff that are prior OTDA employees.

The Signature Below Indicates Certification/Acknowledgement/Understanding of Each of the Above

Authorized Signatory _____ Date _____

Printed or Typed Name _____

Title _____ Contract Number _____

REQUIRED DOCUMENT - Offeror Assurance of No Conflict of Interest or Detrimental Effect

The Offeror proposing to provide services pursuant to this solicitation, as Contractor, Joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor, position the Offeror to breach any other Agreement currently in force with the State of New York.

Furthermore, the attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, the Offeror attests that:

1. The fulfillment of obligations by the Offeror, as proposed in the response, does not Violate any existing Contracts or Agreements between the Offeror and the State.
2. The fulfillment of obligations by the Offeror, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing Contracts or Agreements between the Offeror and the State.
3. The fulfillment of obligations by the Offeror, as proposed in the response, does not and will not compromise the Offeror's ability to carry out its obligations under any existing Agreements between the Offeror and the State.
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any Agreement with OTDA resulting from this RFP.
5. During the negotiation and execution of any Agreement resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a Potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
6. In fulfilling obligations under each of its State contracts, including any Agreement which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
7. No former officer or employee of the State who is now employed by the Offeror, nor any former officer or employee of the Offeror who is now employed by the State, has played a role with regard to the administration of this procurement in a manner that may violate section 73(8)(a) of the State Ethics Law.
8. The Offeror has not and shall not offer to any employee, member, or director of OTDA any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any ither form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member, or director, or could reasonably be expected to influence said employee, member, or director in the performance of the official duty of said employee, member, or director or was intended as a

reward for any official action on the part of said employee member, or director.

Offerors responding to this RFP should note that OTDA recognizes that conflicts may occur in the future because an Offeror may have existing or new relationships. OTDA will review the

nature of any such new relationship and reserves the right to terminate the Agreement for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: _____

Date: _____

Name: _____

Title: _____

Note: This form must be signed by an authorized executive or legal representative (person that is authorized to bind the Offeror contractually).

REQUIRED DOCUMENT

M/WBE GOAL REQUIREMENTS CERTIFICATION OF GOOD FAITH EFFORTS

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

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

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

- (i) The Contractor submitted a completed, acceptable utilization plan in accordance with applicable requirements to meet goals for participation of certified minority-and women-owned business enterprises established in the State contract;
- (j) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority and women business enterprises;
- (k) The Contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise. "Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available; and,
- (l) The Contractor undertook efforts to make payments for any work performed by certified minority- and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority- and women-owned business enterprises.

Signature

Date

Print Name

Title

Company

Contract Number

Program/Solicitation Name

REQUIRED DOCUMENT

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-
EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

EEO

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

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

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

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

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

M/WBE Contract Goals

_____ % Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____

REQUIRED DOCUMENT

Office of Temporary and Disability Assistance
40 North Pearl Street, Albany, NY 12243
www.otda.ny.gov

OTDA-4934 (Rev.1/2023)

STAFFING PLAN Submit with Bid or Proposal-Instructions on page 2

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

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

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal M/WBE 101 (Rev 03/11)

REQUIRED DOCUMENT

Office of Temporary and Disability Assistance
40 North Pearl Street, Albany, NY 12243
www.otda.ny.gov

OTDA--4934 (Rev. 1/2016)

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (M/WBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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

GENDER Male or Female

REQUIRED DOCUMENT

Office of Temporary and Disability Assistance
40 North Pearl Street, Albany, NY 12243
www.otda.ny.gov

OTDA – 4937 (Rev. 1/2016)

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Note – A dually certified firm cannot be counted toward both the MBE and WBE participation goals. Attach additional sheets if necessary.

Offeror's Name: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____

Region/Location of Work: _____

Federal Identification No.: _____

Solicitation Name/Contract No.: _____

M/WBE Certified: Y/N _____

M/WBE Participation Goals: MBE _____% WBE _____%

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

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

PREPARED BY (Signature): _____

DATE: _____

NAME AND TITLE OF PREPARER (Print or Type): _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.: _____

EMAIL ADDRESS: _____

FOR M/WBE USE ONLY

REVIEWED BY: _____

DATE: _____

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date: _____

Contract No.: _____

Contract Award Date: _____

Estimated Date of Completion: _____

Amount Obligated Under the Contract: _____

Description of Work: _____

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO
Date: _____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO
Date: _____

REQUIRED DOCUMENT

Office of Temporary and Disability Assistance
40 North Pearl Street, Albany, NY 12243
www.otda.ny.gov

OTDA – 4938 (Rev. 1/2016)

M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF INTENT TO PARTICIPATE

Contractor: [REDACTED]

Contract No.: [REDACTED]

Address: [REDACTED]

Federal ID#: [REDACTED]

Dear Contractor:

I, [REDACTED] intend to perform work for [REDACTED]
(Name of Subcontractor/Supplier) (Name of Prime Contractor)

My Minority/Women Business Enterprise (M/WBE) status as a MBE (☐) and/or WBE (☐) is certified as of [REDACTED]
(Certification date)

[REDACTED] is prepared to do the following:
(Name of Subcontractor/Supplier)

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

You have projected [REDACTED] for such work to start.
(Commencement Date)

[REDACTED] will sign a formal contract for the above work conditioned
(Name of Subcontractor/Supplier)

upon the approval of your executed contract with the contractor.

Please choose one of the following options:

MBE: Subcontractor [REDACTED] Supplier [REDACTED]
WBE: Subcontractor [REDACTED] Supplier [REDACTED]

Company Official's Name: [REDACTED]
Company Official's Signature [REDACTED]
Address: [REDACTED]

Title: [REDACTED]
Date: [REDACTED]

This section is to be completed by the prime contractor

Company Official's Name: [REDACTED]
Company Official's Signature [REDACTED]
Telephone Number: [REDACTED]

Title: [REDACTED]
Date: [REDACTED]
Fax Number [REDACTED]

4.2 Documents to Keep on File at Agency

Should an award result from this RFP, the following document should be completed by employees working on the project. It does not need to be submitted with the application. The form may be requested during monitoring visits. A copy of the actual document follows. It can also be downloaded from the Event Comments and Attachments section in SFS.

- Confidentiality/Non-Disclosure Agreement

Confidentiality/Non-Disclosure Agreement

With regard to my work with _____(Requestor)

I, _____ am: _____
(Individual's name)

- ☐ an employee of Requestor
- ☐ a volunteer with Requestor
- ☐ a contractor of Requestor
- ☐ an employee of a contractor of Requestor
- ☐ a volunteer with a contractor of Requestor
- ☐ a subcontractor to a contractor of Requestor
- ☐ an employee of a subcontractor to Requestor
- ☐ a volunteer with a subcontractor to Requestor

and;

A. Access or Exposure Protected Information in General

I understand that as part of performing my duties as an employee, volunteer, contractor or subcontractor I may have access to, see or hear "Protected Information," which, for purposes of this agreement, shall include, but not be limited to:

1. Data or information obtained from sources outside of OTDA, such as Federal Tax Information (FTI); Federal Parent Locator Services (FPLS) information; Unemployment Insurance Benefit (UIB) information; Social Security Administration (SSA) information; and Medicaid (MA) information.
2. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases, including but not limited to: Welfare Management System (WMS); Child Support Management System (CSMS); Automated State Support Enforcement and Tracking System (ASSETS); Benefits Issuance Control System (BICS); Cognos; Workforce Archive Retrieval Manager (WARM) report system; and/or the Commissioner's Dashboard.
3. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy. Such data or information may include, but is not limited to: home addresses; telephone numbers; Social Security numbers; client identification numbers; payroll information; financial information; health information; and/or eligibility and benefit information;
4. 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;

5. Non-final OTDA policy or deliberative data or information related to the official business of OTDA;
6. Data or information which is not otherwise required to be disclosed under the NYS Freedom of Information Law;
7. Any other material designated by OTDA as being "Confidential," "Personal," "Private" or otherwise "Sensitive."

I acknowledge and agree that all Protected Information (oral, visual or written, including both paper and electronic) which I see or to which I have access shall be treated as strictly confidential and shall not be released, copied or otherwise re-disclosed, in whole or in part, unless expressly authorized by the New York State Office of Temporary and Disability Assistance (OTDA).

I understand and agree that access to and the use of Protected Information obtained in the performance of my duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by OTDA. When access to such information or data also results in access to Protected Information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that Protected Information needed for the purpose for which access was given.

When I no longer require the use of or access to such Protected Information, whether because of termination of employment, reassignment of job duties or otherwise, I agree that I will not access or attempt to access any Protected Information, including, but not limited to any Protected Information in State systems or other sources, to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, data and other Protected Information developed, received, compiled by or delivered to me in order to carry out my functions or which may be in my possession, regardless of the source of the Protected Information. Any Protected Information not returned will be catalogued, and thereafter securely scrubbed, shredded, or otherwise disposed of in accordance with [New York State Policies](#).

I understand that federal and State law and regulation prohibit the release or disclosure of such Protected Information, in whole or part. I acknowledge and hereby agree that I will not copy, re-disclose or otherwise share Protected Information in whole or in part in any form to anyone unless I am expressly directed to do so by my supervisor and such disclosure complies with applicable federal and State law and regulation. I further understand that if I am unsure as to what information is confidential, I will immediately, and prior to any such access, use, or re-disclosure, consult with OTDA or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any username and/or password that may be issued to me in furtherance of my access to the Protected Information unless authorized. I understand that my access to Protected Information may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of OTDA, or my supervisor. Further, I will not facilitate access or disclosure of Protected Information to any unauthorized person or entity, whether by knowingly providing my username and/or password or otherwise.

I will comply with all applicable Federal and State confidentiality, record security, compliance and retention laws, regulations, policies and procedures including, but not limited to, those set out in Attachment A.

I will immediately report to my supervisor any activities by any individual or entity that I have reason to believe may compromise the availability, integrity, security or privacy of the Protected Information. I will immediately notify OTDA and my supervisor of any request for Protected Information that does not come from an individual directly involved in the project.

I agree not to attach or load any hardware or software to or into any State or Requestor equipment unless properly authorized, in writing, to do so by OTDA. I will use only my access rights to, and will access only those systems, directories, and Protected Information authorized for my use by OTDA.

I will not use OTDA telecommunications, Internet, E-mail or other services or equipment for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that could jeopardize the legitimate interests of the State or expose some or all Protected Information.

I agree not to knowingly take any actions that may intrude upon, disrupt or deny OTDA or Requestor services or the flow of any Protected Information.

I agree to store any Protected Information received in secure, locked containers or, where stored on a computer or other electronic media, in accordance with state and federal law and regulation, as well as OTDA's and New York State Office of Information Technology Services' (ITS) security policies that protects Protected Information from unauthorized disclosure.

I agree that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding this Agreement or any Protected Information shall be disseminated in any way to the public, nor shall any presentation be given regarding this Agreement without the prior written approval of OTDA.

B. Access or Exposure to Information with Heightened Obligations:

I. Child Support Information

1. I acknowledge that, through attendance at a training program provided or approved by OTDA, I have been advised of the laws, regulations, policies, and rules governing use and disclosure of child support information, including federal information (as defined below) and agree to follow the same.
2. I will not access child support information on any system maintained by New York State for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce orders of child support or combined orders of child and spousal support.
 - The administration of the child support program, including data and systems management.

- Verifying child support or combined child and spousal support payments to persons in Medicaid (MA), Temporary Aid to Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP) households as part of an eligibility determination or recertification;
 - Obtaining information about child support orders and combined orders of child and spousal support for the purpose of administering the MA, TANF or SNAP program.
 - Investigation of fraud in the MA, TANF, or SNAP program.
3. I will not access any cases, accounts, files or screens except those necessary to perform my duties
 4. I understand that all child support information I have access to, whether in paper, electronic, or other format is confidential and may not be used or disclosed for any other purpose, or be released to any party, without prior written consent of the OTDA Division of Child Support Enforcement or (if employed by a social services district) the Coordinator of the child support unit of the social services district where I am employed, or the designee of either.
 5. I understand that any access, use, or disclosure for any unauthorized purpose without prior written consent as set forth in paragraph 4 shall constitute a breach of confidentiality and may result in disciplinary proceeding, criminal charges, and/or civil liability.

NOTICE: Pursuant to Social Services Law 111-v, any person who willfully discloses or permits disclosure or release of Confidential Information obtained hereunder shall be guilty of a class A misdemeanor and shall be liable to any person who incurs damages due to said disclosure in a civil action.

II. Federal Information

1. For the purposes of this Agreement, “federal information” shall mean all information obtained through the Federal Parent Locator System (FPLS), including National Directory of New Hires (NDNH), and the Federal Case Registry (FCR). The FPLS is an automated national information system which locates employment, income, asset and home address information on parents in child support cases. The NDNH contains new hire (W-4), quarterly wage (QW) and unemployment insurance (UI) information on employees in both the public and private sector. The FCR collects and maintains records provided by state child support agency registries, which include abstracts of support orders and information from child support cases. This information must be safeguarded as required by state and federal rules whether in transmission or at rest, and in both electronic and paper form. Federal information must be protected from improper disclosure in accordance with state and federal rules regardless of where it is stored or displayed, including the Automated State Support Enforcement and Tracking System (ASSETS), the Child Support Management System (CSMS), and Workforce Archive Retrieval Manager (WARM), or a local system. Federal information that has been independently verified is no longer federal information, but remains child support information subject to Section I, above.

2. I will not access federal information for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce order of child support or combined orders of child and spousal support.
 - The administration of the child support program.
 - Information obtained from the NDNH or FCR may be disclosed to agencies administering plans or programs under titles IV-A, IV-B, IV-D and IV-E of the federal Social Security Act for the purpose of assisting that program to carry out its responsibilities of administering title IV-A, IV-B, IV-D and IV-E programs.
 - Certain location and employment information from the FPLS may be disclosed to locate an individual for the purposes of establishing parentage or relative foster care under titles IV-B or IV-E of the federal social security act.
 - I acknowledge that paragraphs three through five in Section B, I above, apply to use, disclosure and safeguarding of federal information.

III. Federal Tax Return Information

I have read the quoted provisions of Section 6103, 7213, 7213A and 7431 of the Internal Revenue Code contained in Attachment B of this Agreement and I understand that Section 6103 of the Internal Revenue Code imposes strict confidentiality requirements on child support enforcement personnel who have or have had access to federal tax returns or return information and that Sections 7213, 7213A and 7431 of the Internal Revenue Code impose criminal and civil penalties for unauthorized inspection or disclosure of any tax return or return information. I further understand that:

1. All tax returns and return information which the Internal Revenue Service discloses to state and local child support enforcement agencies are confidential under the terms of Section 6103(a) of the Internal Revenue Code, and may not be disclosed by any officer or employee of any state or local child support enforcement agency or other person except as authorized by Internal Revenue Code;
2. All tax returns or return information which the Internal Revenue Service discloses to state and local child support enforcement agencies may be used only for purposes of and to the extent necessary in establishing and collecting child support obligations from, and locating, individuals owing such obligations;
3. Willful unauthorized inspection or disclosure of a tax return or return information by an officer or employee of a state or local child support enforcement agency or other employees is unlawful under the terms of Section 7213 and 7213A of the Internal Revenue Code and punishable as a felony by a fine in any amount not exceeding \$5,000 or imprisonment of not more than five (5) years, or both, together with the costs of prosecution. Willful unauthorized inspection of a tax

return or return information is punishable by a fine of up to \$1,000 and/or imprisonment of up to one year, together with the costs of prosecution;

4. Under the terms of Section 7431 of the Internal Revenue Code, a taxpayer may bring a civil lawsuit to recover actual and punitive damages from an officer or employee of a state or local child support enforcement agency or other person who has disclosed, whether knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of the provisions of Section 6103 of the Internal Revenue Code; and
5. The civil and criminal penalties apply even if the unauthorized disclosures were made after employment has ceased with the child support agency, agents or contractors.

I understand and agree that the terms of this Agreement shall continue even when I am no longer an OTDA or Requestor employee, contractor, subcontractor, or volunteer and that I will abide by the terms of this Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, civil action and/or criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of New York, unless otherwise required by Federal law.

(Individual's Signature)

(Individual's Printed Name)

(Entity of which Individual is an employee, subcontractor or volunteer)

(Date)

ATTACHMENT A

Legal and Regulatory References

The Federal and State statutory, regulatory and policy requirements related to information security, confidentiality, privacy, and compliance include the following, as amended:

Child Support

- General rules: 42 U.S.C. § 654(26); 45 C.F.R. § 303.21; SSL § 111-v; 18 NYCRR 346.1(e), 347.19
- Child Support Systems data: 42 U.S.C. § 654a, (d); 45 C.F.R. § 307.13; SSL § 111-v
- Domestic Violence Indicators: 42 U.S.C. § 653(b)(2); 42 U.S.C. § 654(26)(e); SSL § 111-v
- Federal and State Case Registry: 42 U.S.C. §§ 653(h), (m); 42 U.S.C. § 654a(e)
- Federal Parent Locator Service/State Parent Locator Service: 42 U.S.C. §§ 653(b), (l), (m); 42 U.S.C. § 654(8); 42 U.S.C. § 663; SSL § 111-b (4)
- Financial Institution records: 42 U.S.C. § 666(a)(17); 42 U.S.C. § 669a(b); SSL § 111-o
- Government Agency and Private records: 42 U.S.C. § 666(c)(1)(D); SSL § 111-s
- IRS and State Tax Information: 26 U.S.C. § 6103(p)(4)(C); 26 U.S.C. §§ 6103(l)(6), (8); 26 U.S.C. § 6103(l)(10)(B); NY Tax Law §§ 697(e)(3), 1825; SSL § 111-b(13)(b); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- The most current Corrective Action Plan, and any updates, prepared in response to the most recent IRS Security Review Report, and any future IRS Security Review Reports
- The most current Security Agreement, Security Addendum and attached Plan of Actions and Milestones, and any amendments, executed by OTDA and ITS
- New Hires Data: 42 U.S.C. § 653(i); 42 U.S.C. § 653a(h); SSL § 111-m

Public Assistance

Public Assistance Application Information and Public Welfare Records: SSL § 136

- Fair Hearing Records: 45 C.F.R. § 205.10(a)(19); 18 NYCRR 358-3.7; 18 NYCRR 358-4.3; 18 NYCRR 358-5.11(b); 18 NYCRR 387.2(j)
- General rules: 42 USC § 602(a)(1)(A)(iv); 45 C.F.R. 205.50, SSL §§ 20(3)(h) and (i) and 136; 18 NYCRR Part 357 & § 358–5.11; [2024-2026 TANF State Plan](#)

- IRS and State Tax Information: 26 U.S.C. § 6103; SSL § 23; 136-a (2); NY Tax Law § 697(e)(3); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- Welfare Management System (WMS) data: SSL §§ 21(2)-(5)
- Income and Eligibility Verification System (IEVS): 42 USC §§ 1320 b-7 (a)(4) & (5), (c)
- Substance Abuse Confidentiality: 42 U.S.C. § 290 dd-2
- Mental Health Confidentiality: Mental Hygiene Law § 33.13
- Unemployment Insurance Benefits (UIB): 42 U.S.C. § 1320-b7; 20 CFR § 603; NYS Labor Law § 537
- Domestic Violence Residential and Non-Residential Programs: 18 NYCRR §§ 452.10 and 462.9

Home Energy Assistance Program (HEAP)

- General Rules: [2025-2025 HEAP State Plan](#), § 17.6

Division of Disability Determinations

- Confidentiality: 20 C.F.R. § 404.1631, 20 C.F.R. §416.1031 and 20 C.F.R. Chapter 3, Part 401, Subpart C

Supplemental Security Income (SSI) Additional State Payments

- Confidentiality: 18 NYCRR §§ 398-13.1 through 13.4
- File Retention: 18 NYCRR § 398-14.1

Medical Assistance

- General rules: 42 U.S.C. § 1396a (a)(7), amended by Pub. L. No. 113-67, 127 Stat. 1165 (2013); 42 C.F.R. § 431.300 et seq.; SSL §§ 136, 367-b (4), 369(4); 18 NYCRR 357.1 – 357.6; 18 NYCRR 360-8; Public Health Law § 2782 (AIDS information)

- HIPAA regulations: 45 C.F.R. pt. 160; 45 C.F.R. pt. 164

Supplemental Nutrition Assistance Program (SNAP)

- General Rules: 7 U.S.C. § 2020(e)(8); 7 C.F.R. § 272.1(c); 7 C.F.R. § 278.1(q); 18 NYCRR 387.2(j)

Shelters for Adults

- Personal, social, financial, and medical records: 18 NYCRR § 491.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other

service providers or persons authorized by the social services district: 18 NYCRR § 491.12(c)(5)

- Records and reports: 18 NYCRR § 491.19
- Confidentiality of HIV and AIDS related information: 18 NYCRR § 491.20

Shelters for Families with Children

- Personal, social, financial and medical records: 18 NYCRR § 900.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other service providers or persons authorized by the social services district. 18 NYCRR § 900.12(c)(5)

Records and reports: 18 NYCRR § 900.19

- Confidentiality of HIV and AIDS related information: 18 NYCRR § 900.20
- Confidential Nature of Records: 18 NYCRR § 357

Refugee Programs

- Safeguarding and sharing of information: 45 C.F.R. § 400.27

Emergency Rental Assistance Program

- Reporting and Privacy: § 501(g) of the Consolidated Appropriations Act, 2021
- Confidentiality of records: § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

Landlord Rental Assistance Program

- Confidentiality of records. § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

General Information Security, Confidentiality, Privacy and Compliance

- Security and Privacy Controls for Federal Information Systems and Organizations: NIST Special Publication 800-53 Revision 4 and Revision 5, available at [NIST Special Publications](#)
- Digital Identity Guidelines: NIST Special Publication 800-63 Revision 3; NIST Special Publication 800-63A, available at [NIST Special Publications](#)
- Contingency Planning Standard: NIST Special Publication 800-34 Revision 1, available at [NIST Special Publications](#)
- Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations: NIST Special Publication 800-171 Revision 2, available at [NIST Special Publications](#)

- Safeguarding SSA Provided Electronic Information: The most current Social Security Administration Technical System Security Requirements (TSSR) (synonymous with the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration)

Other Statutes and Policies

- Criminal Offenses involving Computers (including governmental and personal records): NY Penal Law art. 156
- Freedom of Information Law: NYS Public Officers Law, Article 6, §§ 84 – 90
- Information Security Breach and Notification Act and the SHIELD Act: State Technology Law §§ 201-208; NYS General Business Law §§ 899-aa and 899-bb
- Personal Privacy Protection Law: NYS Public Officers Law, Article 6-A, §§ 91 – 99
- State Archives and Records Administration: Arts and Cultural Affairs Law §§ 57.05 and 57.25
- [New York State Information Technology Policies, Standards, and Guidelines](#)

ATTACHMENT B

Internal Revenue Code (IRC) Section 6103(l)(6) provides:

The Secretary of Health and Human Services shall disclose return information to State and local child support enforcement agencies only for purposes of, and to the extent necessary in, establishing and collecting child support obligations from, and locating, individuals owing such obligations.

IRC Section 6103 imposes strict confidentiality requirements on child support enforcement personnel who have access to federal tax returns or return information. IRC Section 6103(a) provides: Returns and return information shall be confidential, and except as authorized by this title:

- (1) no officer or employee of the United States,
- (2) no officer or employee of any State or of any local child support enforcement agency who has or had access to returns or return information under this section, and
- (3) no other person (or officer or employee thereof) who has or had access to returns or return information under subsection (e)(1)(D)(iii), subsection (k)(10), paragraph (6), (10), (12), (16), (19), (20), or (21) of subsection (l), paragraph (2) or (4)(B) of subsection (m), or subsection (n),

shall disclose any return or return information obtained by him in any manner in connection with his service as such an officer or an employee or otherwise or under the provisions of this section. For purposes of this subsection, the term “officer or employee” includes a former officer or employee.

IRC Sections 7213, 7213A and 7431 impose criminal and civil penalties for unauthorized disclosure or inspection of any tax return or return information:

Criminal Penalty - Section 7213(a)(2), provides that an unauthorized disclosure of return or return information shall be a felony punishable by up to 5 years imprisonment and \$5,000 fine:

(2) State and other employees - It shall be unlawful for any officer, employee, or agent, or former officer, employee, or agent, of any State (as defined in Section 6103(b)(5)), or any local child support enforcement agency willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b)) acquired by him or another person under subsection (1) (6) or (1) (10) of Section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Criminal Penalty - Section 7213A(a)(2), provides that it shall be unlawful for any person willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of Section 6103 referred to in Section 7213(a)(2). Section 7213A(b) further provides that any violation of subsection (a) shall

be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

Civil Penalty - Section 7431, provides that a taxpayer may bring a civil action to recover actual and punitive damages from a person who discloses the taxpayer's tax return or return information in violation of the provisions of Section 6103:

- a) In General - (2) . . . If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such a person in a district court of the United States.
- b) Damages - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of--
 - (1) the greater of--
 - (A) \$1,000 for each act of unauthorized disclosure of a return or return information with respect to which such defendant is found liable, or
 - (B) the sum of--
 - (i) the actual damages sustained by the plaintiff as a result of such unauthorized disclosure, plus
 - (ii) in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus
 - (2) the costs of the action.