

GRANT CONTRACT

ORIGINATING AGENCY CODE: 19000/DOS01	NYS CONTRACT NO.:	
STATE AGENCY New York State Department of State Division of Community Services One Commerce Plaza, 99 Washington Avenue Albany, New York 12231	CONTRACT AMOUNT: \$	
	TOTAL PROJECT COST	
	State Funding: \$	Local Share: \$
CONTRACTOR (Name and Business Address)	PROGRAM	
	State: 0 %	
	Federal: 100 %	
	FEDERAL FUNDS CFDA NO.:	
FEDERAL TAX ID NO.:	INITIAL CONTRACT PERIOD	
NYS VENDOR ID NO.:	From: 10/1/12	To: 9/30/13
MUNICIPAL CODE:	MULTI-YEAR TERM	
	From: 10/1/12	To: 9/30/15
	STATUS	
	Securian entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Not-for-Profit Organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Charities Registration: Number
 Exemption (E-2)
 Estate, Power and Trusts Laws Reporting Exemption (E-3)

If the organization did not claim an exemption as noted above, please check the applicable response to the following:
 Contractor has / has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

APPENDICES ATTACHED TO AND PART OF THIS AGREEMENT

- APPENDIX A Standard Clauses for New York State Contracts
- APPENDIX A1 Agency-Specific Clauses
- APPENDIX A2 Program-Specific Clauses
- APPENDIX B Budget
- APPENDIX C Payment and Reporting Schedule
- APPENDIX D Program Workplan
- APPENDIX E Notices
- APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

- Other (Identify)
- Other (Identify)

New York State Department of State

Division of Community Services

Community Services Block Grant

**REQUEST FOR APPLICATIONS
RFA 12 – CSBG-10**

**WORKFORCE DEVELOPMENT GRANTS
For Targeted Areas**

Important Dates:

RFA Release Date: June 22, 2012
Questions Due: July 6, 2012
RFA Updates Posted: July 13, 2012
Application Due Date: August 3, 2012 -- no later than 4:00 p.m.

CONTACT INFORMATION

General Program Information/Inquiry

US Mail:
ATT: CSBG Request for Applications
New York State Department of State
Division of Community Services
1 Commerce Plaza
99 Washington Avenue, Suite 1020
Albany, NY 12231-0001

E-mail: dos.sm.DCS@dos.state.ny.us

Proposal Submission

ATT: Ms. LuAnn Hart, Contract Administration Unit
New York State Department of State
Bureau of Fiscal Management
1 Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231-0001

INTRODUCTION

The Community Services Block Grant (CSBG) is a federal block grant created by Congress in 1981 for alleviating poverty nationwide and empowering low-income individuals and families to move from poverty to economic self-sufficiency. In New York State, the Secretary of State is responsible for CSBG administration, pursuant to Article 6-D of Executive Law, which includes allocation, distribution, and monitoring of funds. Within the Department of State (DOS), the Division of Community Services (DCS) is responsible for day-to-day management and oversight of the CSBG program.

Since 2008, the Secretary of State has devoted a portion of the annual State allocation of CSBG funds to provide grant funding for specific projects which demonstrate efficacy and innovation using a competitive procurement process. In 2013, the Secretary of State will again support innovative and effective targeted activities within the priority area of Workforce Development, to be conducted by community action agencies (CAAs) or community-based organizations (CBOs), located in the targeted areas, whose goals are to reduce poverty, increase economic self-sufficiency, and promote community revitalization.

Applicants should demonstrate significant and measurable results on the causes of poverty within a community, in addition to creating opportunities for sustainable improvements in the lives of low-income individuals and families. Grant awards will focus on: job training, job skills development, job placement and retention and financial literacy. Projects may include expansion and refinement of successful ongoing programs, or creation and implementation of new and innovative programs. Services and activities should be designed for low-income youth and adults to increase skills, knowledge, and opportunities for potential and actual employment, and applicants must ensure that proposed outcomes can be achieved within the project period.

Applicants shall have experience and the demonstrated capacity to report outcomes using the Results Oriented Management and Accountability (ROMA) framework. Familiarity with the CSBG National Performance Indicators (NPIs) is also desired. (Attachment 3) Recipients of these CSBG funds are required to demonstrate that all customers to be served by funded projects have an income at or below 125% of the US Department of Health and Human Services (US DHHS) 2012 Poverty Guidelines. (Attachment 4)

I. FUNDING OPPORTUNITY and PURPOSE

DOS is making a total of \$1,800,000 available over a 3-year period (FFY 2013-15) to fund approximately 6 awards not to exceed \$100,000 each. Successful applicants will be considered for two additional 1-year renewals based on performance. Applicants must propose to deliver services in counties in the targeted areas, as stated in *Section II, Eligible Applicants*.

Priority Area: Workforce Development

Targeted activities within the Priority Area:

1. Job training;
2. Job skills development;
3. Job placement and retention;
4. Financial and Civic Literacy
5. English for Speakers of Other Languages (ESOL)

All eligible applicants are invited to either expand an effective and successful existing project scope, or to initiate innovative new strategies to implement a project to advance the purposes of the Priority Area.

The purpose of this RFA is to contract with qualified CAAs and CBOs located in the targeted areas listed in Section II-A for the use of CSBG Discretionary funds in a manner that will:

- Effectively address community needs within the Priority Area;
- Generate clear outcomes resulting in a positive change in the lives of low-income individuals and families; and,
- Produce outcomes in a cost-effective and accountable manner.

II. ELIGIBLE APPLICANTS

A. Who May Apply

Eligible organizations are not-for-profit 501c(3) Community-Based Organizations (CBOs) and Community Action Agencies (CAAs). These organizations must provide services in the Counties of: Allegany, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Essex, Franklin, Fulton, Genesee, Greene, Herkimer, Jefferson, Lewis, Livingston, Madison, Montgomery, Niagara, Ontario, Orleans, Oswego, Otsego, Putnam, St. Lawrence, Saratoga, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Warren, Washington, Wayne, Wyoming, and Yates counties.

Community-based organization, as defined in New York State Executive Law §159(4), shall mean any not-for-profit organization incorporated for the purpose of providing services or other assistance to economically or socially disadvantaged persons within its designated community. Such organization must have a board of directors of which more than half of the members reside in such designated community.

Community Action Agency shall mean any private not-for-profit organization currently designated as an *eligible entity* pursuant to New York State Executive Law §159-e(1). Such organization shall have a tripartite board as its governing board, selected by the entity and composed so as to assure that: (1) one-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives, except that if the number of such elected officials reasonably available and willing to serve on the board is less than one-third of the membership of the board, membership on the board of appointive public officials or their representatives may be counted in meeting such one-third requirement; (2) not fewer than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families in the neighborhood served; and (3) the remainder of the members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

All applicants are required to demonstrate that their organization:

- Currently provides federally-funded or state-funded services to low-income persons;
- Includes a board of directors that allows for maximum feasible participation of the poor: for CAAs, the requirement is tripartite board composition, per NYS Executive Law §159-e (2); for CBOs, the requirement is: more than 50% of its members shall reside in its service area; and,
- Has existed continuously as a CBO or CAA for at least 5 years.

Applicants are **required** to demonstrate that funds will be used to address one or more of the CSBG National Performance Indicators (NPI) (*see* Attachment 3), and will result in clear and self-evident positive outcomes in the lives of low-income individuals and families.

B. Due Date and Time

Applications must be received by the *Application Due Date* and time as stated on the cover of this RFA. Late applications will not be considered and will be returned to the applicant.

C. Application Submission

One signed and complete original application, plus 4 exact copies of the original Application should be submitted (for a total of 5). All submissions are required to contain the complete application, including all signature pages.

All applications must be delivered to:

Ms. LuAnn Hart, Contract Administration Unit
New York State Department of State 12-CSBG-10
Bureau of Fiscal Management
1 Commerce Plaza, 99 Washington Avenue, Suite 1110
Albany, NY 12231-0001

Electronic or fax copies will not be accepted.

All applications will first be reviewed for completeness to determine if they will be scored.

Proposals deemed incomplete will be rejected. An incomplete proposal is one lacking the certification, attestation, acknowledgement, or information where requested.

The application package is also available online at <http://www.dos.ny.gov>. Requests for the RFA may be made by e-mail at: dos.sm.DCS@dos.ny.gov, or by telephone at 518-474-5741.

D. RFA Questions and Updates

All questions regarding Workforce Development competitive grant program must be submitted in writing, and received on or before the *Questions Due* date as stated on the cover of this RFA, and addressed to:

New York State Department of State-Division of Community Services (DCS), 99 Washington Avenue, 1 Commerce Plaza, Suite 1020, Albany, NY 12231-0001.

Written hardcopy questions must be marked: Attention: CSBG Request for Applications #12-CSBG-10; e-mail inquiries should be addressed to dos.sm.DCS@dos.ny.gov.

Questions and answers will be posted on the RFA *Updates Posted* as stated on the cover of this RFA at the following URL address: <http://www.dos.ny.gov/funding>. When corresponding by e-mail, clearly indicate the subject as: *CSBG Request for Applications, General Questions*. No responses will be provided to inquiries made by telephone other than to request an RFA package; responses to questions will be posted, as stated above.

If awarded, the Community-based organizations will be required to attend ROMA training. DCS will provide a ROMA Training Webinar on Wednesday, July 18, 2012 through the New York State Community Action Association (NYSCAA). The NYSCAA website, <http://www.nyscaaonline.org> will contain registration information.

III. Eligible Activities

Proposed eligible activities must consist of strategies to produce outcomes addressing one or more of the attached CSBG National Performance Indicators (NPI) in the following Priority Area: *Workforce Development*. Services and activities should be designed for low-income youth and adults to increase skills, knowledge, and opportunities for potential and actual employment.

Proposals must address at least one of the program areas/targeted activities described below.

Targeted activities within the Priority Area include:

1) **Job Training**. Expected Result: workers and potential workers will obtain employment or improve opportunities for employment.

Activities shall focus on direct training for employment opportunities in specific lines of work for which trainees have a significant chance to obtain sustainable employment, and for which a potential worker already has essential occupational skills, based on local employment openings and availability.

Such activities may include, but not be limited to:

Sample training activities	
Office work-management	Supportive efforts: Job preparation
Construction, building /housing repair / rehab	Resume-writing/preparation
Automotive repair	Family development certification
Teacher-assistant training	Child development certification
Provision of services to elderly and handicapped	On-the-job training
Daycare-childcare-eldercare	internships

Training should lead to full and unsubsidized employment.

- 2) **Job Skills Development.** Expected Result: participants will be prepared to obtain employment. Activities shall have an educational focus, particularly on direct skills development in areas where increased skills will enhance placement opportunities for those already seeking employment, and which will also include, but will not be limited to:

Sample educational and training activities	
Improvement in basic reading, math, communication skills	Supportive education, leading to permanent employment, such as: certification in educational and medical/nursing skills
Computer literacy	Driver training; driver education leading to licensure
Construction, home repair, energy auditing	ABE/GED courses leading to a certificate or diploma
Summer youth employment skills which enhance future employability and educational attainment as well as in obtaining permanent employment, which would enhance overall opportunities for future employment	Completion of post-secondary education leading to a certificate or diploma

- 3) **Job Placement and Retention.** Expected result: participants will be better prepared to maintain employment. Activities shall focus on individuals who might place persons in employment as well as those who become employed, and should illustrate numbers of persons placed in any of the areas indicated in items 1 and 2, as well as employment supports for job retention, such as child care, transportation, and educational activities that relate to ‘soft skills’ in the workplace that complement occupational skills necessary to carry out job duties. *Definition: Soft skills pertains to such activities as personal work habits, work ethic, dependability and conscientiousness, (behavioral or interpersonal skills), and which support, develop, and improve communication skills, conflict resolution and negotiation, personal effectiveness, creative problem solving, strategic thinking, and team building.*

Sample placement and retention activities	
Enrollment of children in before- or after-school programs	Job shadowing programs
Obtaining reliable transportation to maintain employment	Dressing for success
Courses - training in soft skills in the workplace	On the job training
	Practice in teaching children/elders
	Mentoring

Applicant organization(s) should be prepared to describe and provide significant follow-up and support for activities to assist with job retention.

- 4) **Financial and Civic Literacy.** Expected Results: participants will obtain essential skills and a greater understanding of financial management, budgeting, market structures, asset-development, taxation, and U.S. banking and credit systems, as related to starting a small business or financial planning linked to employment support and economic mobility. Activities may include classes and courses in:

Sample Financial Literacy awareness	
Budgeting related to employment supports such as transportation and childcare	Development of small business and entrepreneurial enterprises
First time homeownership / Home purchasing education	Awareness of community financial resources, public/private institutions
Mortgage Financing	Asset development
Understanding individual development accounts	Increasing understanding of national banking, credit systems
Knowledge of consumer protections	Banking skills

5) **English for Speakers of Other Languages (ESOL).** Expected Result: to ensure that participants obtain English language skills necessary to enhance employment opportunities.

Activities may include:

Sample ESOL programs and projects	
Hiring of ESOL instructors	Obtaining GED, other certificates to further employment opportunities.
Operation of ESOL classes	Mock interviews/Résumé development
Enrollment or referral of students	

Participants shall work toward or to obtain competency in spoken and written English necessary for the workforce and targeted toward job placement.

IV. APPLICATION COMPONENTS (checklist)

Applicants should check off each section to ensure submission of a complete application.

- Part A1- Applicant Identification
- Part A2 - Project Identification
- Part A3 - Project Purpose
- Part B - Applicant Certifications/Attestations
 - Certifies as incorporated entity- 501(c)(3) / States year of incorporation
 - Attests that funding request does not exceed \$100,000
 - Indicates Federal ID and Charities Registration
 - Board List is attached
 - Attests to Local share match
 - Certifies it serves a population meeting the poverty guideline
 - VRQ Attestations
 - Contains Application Signature (Required)
- Application Summary Sections (C-G)
- Part C - Project Program Summary
- Part D - Program Logic Model: Project Description/Outcomes (Part D-Attachment)
- Part E -Demonstration of Need
 - Need for Services
 - Geographic/demographic information
- Part F - Organizational Experience and Capacity
 - P Part F1 - Community Partnerships and Resources
 - P Résumés are may be attached
- Part G - Budget
 - Attached Budget Forms
 - Part G2 Other sources of funds, and amount
 - P Letters of Support may be attached
- Part H – Minority/Women Owned Business Enterprises
 - P Forms to be attached: Plan/Staffing, and Waiver (if applicable)

V. CONTRACTING REQUIREMENTS

Standard Contract: Successful applicants must enter into a standard contract with the Department of State (DOS). The contract may be subject to approval by the Attorney General and State Comptroller, require submission of final products in both hard copy and electronic form, and be subject to payment only upon proper documentation and compliance with payment procedures and all other contractual requirements. A copy of a sample standard contract is attached. Sample contracts should not be submitted with this proposal; successful applicants will receive a standard contract package to complete at that time. (*Attachment 6*)

Project Period: The project period is anticipated to be October 1, 2012 – September 30, 2013, with an option of two 1-year renewals. Failure to incur all expenses or complete all identified outcomes in the stated period may result in loss or recapture of funds.

Vendor Responsibility Questionnaire: *The Department of State* recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the *Department of State* or the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants are strongly urged to use the online system to expedite contract processing and provide access to supporting contract information.

VI. COMPLETING THE APPLICATION

Applicants shall respond using the prescribed application forms and all corresponding parts where indicated. Additional pages may be attached where indicated on the form, but may not exceed 2 additional pages per part; additional pages will not be needed for the Budget section. Applications should be typed in the Word format and should not use a font size smaller than 10, or margins narrower than .75/right-left, and .5/top-bottom. Reviewers will stop reading applications that submit more than 2 additional pages per part, and the information contained will not be scored thereafter.

The corresponding score values indicate the importance that DCS places on each evaluation criterion. Competing applications will be reviewed and evaluated against the criteria below.

Parts of the Application

Application Information (Parts A and B)

Pass/Fail

The following criteria must be met to qualify Applications for scoring. Failure to meet the following criteria will deem the Application incomplete, and it will be disqualified. (*See Application form, Part B*)

- One signed and completed original Application, plus 4 exact copies must be submitted
- Application MUST be received by the stated due date and time;
- The funding requested does not exceed \$100,000, and the budget includes a match of at least 25% of the total project costs;
- Applicant is a 501(c)(3) and is a CAA or CBO as defined in Section III of this RFA;
- Applicant has been operating as a CAA or CBO for at least 5 years; and,
- Applicant currently provides federally-funded or state-funded services to low-income persons.

Project Program Summary (Part C)

5 points maximum

Applicant shall provide a summary of the proposed project which shall include its name or title, overall goal or mission, a description of services and activities, target area and population, expected results and outcomes, and a description of a plan to sustain the project after expenditure of CSBG funds.

Project Description and Outcomes (Part D)

30 points maximum

See Attachment 2: Instructions for Completing PART D Sample Logic Model Work Plan

Services and Activities

Services and activities are clear and appear likely to generate stated outcomes.

Services and activities reflect the Priority Area and one or more of the targeted activities.

The number of individuals and families who will be served is stated and reflects identified needs and available resources.

Outcomes and Outcome Indicators

- Outcomes are stated in terms of a positive change in the life of an individual or family.
- Outcome indicators are specific, measurable, attainable and realistic; success rates are based on the total number of participants who will receive services or enroll in programs.
- Outcome indicators are correctly linked to CSBG NPI reflecting the Priority Area. At least one CSBG NPI is identified.
- Resources column is complete and shows reasonable application of CSBG, Local Share, and Other Resources for obtaining the stated outcomes, as demonstrated by the type and cost of service and activity proposed, and the impact of outcomes as measured by the number of individuals or families expected to achieve those outcomes.

C. Demonstration of Need (Part E)

20 points maximum

- Describes the geographic location and boundaries of the proposed service area precisely and consistently. Provide demographic information to support the project.
- Describes the need for the proposed services and how the programmatic goals will address this need. Describes and documents the need for additional collaboration among the public, private, and low-income sectors of the community to be served in addressing the proposed program goals.
- Describes the organization's ability to leverage strong commitment and support for this project at the local or regional level.
- Describes how the proposed services address the needs of low-income persons and are linked to community needs and opportunities available within the service area.

D. Organizational Experience and Capacity (Part F)

10 points maximum

- Applicant describes the organization and demonstrates experience, capacity, and ability to achieve outcomes included in the projected logic model work plan.
- Applicant demonstrates that it currently has sufficient personnel resources and staff competency to assure that the project can be carried out successfully. Resumes for key staff should be included.
- Applicant demonstrates prior organizational experience reporting outcomes pursuant to the Results-Oriented Management and Accountability (ROMA) framework.

Community Partnerships and Resources (Part F1)

10 points maximum

- Describes local and regional partners and other sources of funding which are reasonable and adequate to support the project. Include a detailed description of the goals and target population of the partnership and discuss existing level of collaboration among the public, private and, low-income sectors of the community.
- Describes provision of services to low-income individuals and families; proposed project should contain clear linkages or partnerships with state or municipal programs for economic development and revitalization.

Budget (Part G/G1)

20 points maximum

Applicant provides a detailed and realistic budget containing allowable, reasonable, and necessary costs; demonstrates that expenditures will be carried out to completion of the project, and contains a narrative description clearly linking costs to specific proposed services and activities.

M/WBE Utilization Plan (Part H)

5 points maximum

The Utilization Plan (Forms A & C) must be completed and attached for the application to be considered. Applicants must use the attached forms. (Form B)

SECOND LEVEL REVIEW - ADDITIONAL POINTS

10 points maximum

The Secretary of State or his designee may award up to a total of ten (10) additional points per application to help achieve demographic and geographic diversity in the promotion of workforce development services and activities for low-income persons throughout targeted areas in consideration of the geographic and demographic distribution of other fundable projects in this application period.

VII. FUNDING RESTRICTIONS/GUIDELINES

The following funding restrictions/guidelines should be noted:

1. All costs must be allowable, reasonable, and necessary for the project as enumerated under OMB Circulars A-110, A-122, and A-133. Failure to do so will result in rejection of the application, or the amount of the award may be reduced accordingly.
2. CSBG funds may not be used for construction, political activities, or activities otherwise prohibited under 42 U.S.C. §9918.
3. Funds awarded under this RFA may not be used to supplant other federal funds.
4. Ineligible costs are those not adequately justified or do not directly support the project.

VIII. REVIEW AND SELECTION PROCESS

The evaluation criteria are designed to assess the quality of the proposed project and to determine likelihood of success. The evaluation criteria are considered as a whole in judging the overall quality of an application. Points are awarded only to applications which respond to the evaluation criteria within the context of this program announcement.

Receipt of Applications: Each application will be acknowledged as received by the closing date and time by the DOS Contract Administration Unit. Applications that are received late will be returned with notification that they were unacceptable and will not be reviewed. Applications which meet further qualifications will then be transmitted to DCS for initial screening, followed by detailed program review and evaluation, rating, and ranking.

Initial DCS Screening: Each application will be screened by a DCS staff team to acknowledge its receipt by the closing date and time, whether the amount requested exceeds the stated ceiling, and to determine its completeness (See Application Information, above). Incomplete applications or those exceeding the funding limit will be disqualified; applicants will be notified of such disqualification.

First level review: Applications that pass initial DCS screening will be evaluated individually by a DCS Review Team. Reviewers will use the evaluation criteria listed herein to review and score applications. Each reviewer will assign a score (*maximum = 100*) to each application; individual scores will be added and averaged to determine the applicant's score. A complete listing of applicants, along with their applications, will be provided to the Secretary of State (or his designee) for second level review.

Second level review: The Secretary of State (or his designee) may then review each application and award up to a total of 10 additional points per application (maximum final score=110) to help achieve demographic and geographic diversity in the promotion of innovative and effective workforce development services and activities for low-income persons throughout the targeted region.

Awards: Approximately 6 grants of up to \$100,000 per award for the first year will be made based on rank order of final scores. Successful applicants will be considered for two additional 1-year renewals based on performance.

DOS reserves the right to offer partial or no funding to any applicant if its application cannot be fully funded with the available funds remaining. DOS reserves the right to not fund applications with a final score below 70 points. In the event that any awardee fails to satisfactorily negotiate a proper contract, funding will be awarded to the next highest-scoring applicant.

X. AWARD ADMINISTRATION INFORMATION

It is anticipated that applications will be reviewed during July and August 2012; successful applicants will be notified of funding decisions prior to October 1, 2012, the scheduled start date of the projects. Successful applicants will be notified of funding decisions through issuance of a Notice of Award document that sets forth the amount of funds granted, and the terms and conditions of the grant award, which are subject to approval by the Office of the State Comptroller.

Contracts awarded to successful applicants will be paid on the reimbursement method with a 25% advance paid upon contract approval have a 12-month payment schedule; thereafter the contract will have the option for two 1-year renewals at a rate based on performance, and availability of funds.

All plans and working documents prepared by applicants under the contract to be awarded will become the property of New York State.

Following announcement of the awards, unsuccessful applicants will have the opportunity to request a review of the decision. Requests must be made in writing within two weeks of the announcement of awards, to the same address to which applications were submitted.

The number of projects funded and the amount of the awards will be based on the amount of federal CSBG discretionary funds available.

DOS reserves the right to not fund any applicant with a final score below 70 points. DOS also reserves the right to offer partial funding, or no funding to any applicant if its application cannot be fully funded within the funds remaining.

Pursuant to the New York State Procurement Guidelines, DOS also reserves the right to:

1. Reject any or all applications received in response to the RFA;
2. Withdraw the RFA at any time, at the Department's sole discretion;
3. Make an award under the RFA in whole or in part;
4. Disqualify any applicant whose conduct and/or application fail to conform to the requirements of this RFA;
5. Seek clarifications and revisions of applications;
6. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
7. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments;
8. Change any of the scheduled dates;
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
10. Waive any requirements that are not material;
11. Negotiate with successful applicants within the scope of the RFA in the best interests of the state;
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with a selected applicant;
13. Use any and all ideas submitted in the applications received;
14. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an application and/or to determine an applicant's compliance with the requirements of the RFA; and,
15. Not to make any awards pursuant to this RFA.

List of Attachments

Attachment 1: Application for Funding (contains Parts A-G)

Attachment 2: Instructions for Completing Logic Model Work Plan

Attachment 3: Federal CSBG National Performance Indicators

Attachment 4: Poverty Income Guidelines

Attachment 5: OMB Circulars – Link

Attachment 6: Sample Contract boilerplate documents

Attachment 7: M/WBE Utilization Plan and Instructions

APPLICATION for FUNDING RFA 12-CSBG-10

CSBG Workforce Development Discretionary Grant (WDDG)

PART A1 – APPLICANT IDENTIFICATION			
Applicant: (Full legal name of corporation)			
Applicant Mailing Address: (Full legal address of corporation)			
(#/Street):			
(city)	NY	(zip)	
Executive Director/Chief Executive:			E-Mail:
PART A2 - PROJECT IDENTIFICATION			
Project Name/Title:			
Project Location (County/Target Area):			
Project Contact Person:		Title:	
Phone: ()	Fax: ()	E-Mail:	
Contact Mailing Address (if different from applicant)			
(#/ street)			
(city)	NY	(zip)	
Board of Directors – Chair/President:			Phone: ()
Board Chair Mailing Address:			
(#/ street)			
(city)	NY	(zip)	E-Mail
PART A3 –PROJECT PURPOSE			
Project Start And Completion Dates: 10/01/12 – 9/30/13			
Priority Area: Workforce Development (select at least 1)	Targeted Activities: <input type="checkbox"/> Job Training <input type="checkbox"/> Job Skills Development	<input type="checkbox"/> Job Placement and Retention <input type="checkbox"/> Financial and Civic Literacy <input type="checkbox"/> English for Speakers of Other Languages (ESOL)	
PART B - APPLICANT CERTIFICATIONS, ATTESTATIONS AND ACKNOWLEDGEMENTS			
Applicant is a 501(c)(3)	YES <input type="checkbox"/> NO <input type="checkbox"/>	YEAR OF NYS INCORPORATION: []	
Applicant FEIN & NYS Identification Number:			Applicant Charities Registration Number:
Applicant has been operating as an incorporated CAA or CBO for 5 years (continuously)			YES <input type="checkbox"/> NO <input type="checkbox"/>
Applicant is: CAA <input type="checkbox"/> CBO <input type="checkbox"/>			
CSBG funding request is \$100,000 or less			YES <input type="checkbox"/> NO <input type="checkbox"/>
Applicant certifies that it currently provides federally-or state-funded services to low-income individuals			YES <input type="checkbox"/> NO <input type="checkbox"/>
Applicant certifies that it will serve a population that meets the 125% poverty income guideline			YES <input type="checkbox"/> NO <input type="checkbox"/>
Board of Directors List is attached (applicable for all applicants: CBOs and CAAs)			YES <input type="checkbox"/> NO <input type="checkbox"/>
Applicant attests that it has will obtain a local share match of at least 25%			YES <input type="checkbox"/> NO <input type="checkbox"/>
I hereby acknowledge that if awarded, we will comply with the Vendor Responsibility Requirement of the State of New York as outlined on page 7 in this RFA.			YES <input type="checkbox"/> NO <input type="checkbox"/>

I (WE) Hereby attest that the information contained in this application is true and accurate:

AUTHORIZED SIGNATORY NAME AND TITLE:
(print)

SIGNATURE:

DATE:

Applicant: _____

APPLICATION SUMMARY SECTIONS - PLEASE CHECK THAT ALL ARE ATTACHED
(Please complete these sections on this page)

PART C - PROJECT PROGRAM SUMMARY	
Applicant should provide a summary of the proposed project including: (1) its name or title; (2) overall goal or mission; (3) description of services and activities; (4) target area/population (city/county/neighborhood); (5) expected results/outcomes; (6) a description of a plan to sustain the project after expenditure of CSBG funds. Part C - Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	
PART D – PROJECT DESCRIPTION AND OUTCOMES (Description of proposed program using the Logic Model)	
The Project Description is based on the Logic Model and includes Services and Activities, and National Outcomes and Outcome Indicators.(NPI) Please respond to the individual columns numbered 1 through 6 on the attached Part D, and describe the problem/need the project will address; resources; services and activities; outcomes expected; outcome indicators that identify the project success; and the corresponding NPI, as listed in Attachment 3. Make certain that the services and activities are clear and will generate stated outcomes; that they reflect the priority area / targeted activities; that the number of individuals/families to be served is stated, and reflects the needs/resources. Outcomes/outcome indicators should clearly reflect the priority area, and reflect positive change in the lives of individuals/families; are specific, measurable, attainable, and realistic, and that success rates are based on the total number of participants who will receive services or enroll in the program; outcome indicators are linked to NPI which reflect the Priority Area and identify <u>at least ONE national performance indicator</u> ; the resources indicated in Column 2 shows reasonable expenditure of CSBG, local share, and other resources, and demonstrates type/cost of service and proposed activity, as well as the impact of outcomes as measured by the number of participants expected to achieve those outcomes. Part D - attached Yes <input type="checkbox"/> No <input type="checkbox"/>	
PART E- DEMONSTRATION OF NEED	
a) Describe the need for proposed services, and how program goals will address the need; describe and document the need for additional collaboration among the public, private and low-income sectors of the community to be served in addressing the proposed program goals; describe organization’s ability to leverage strong commitment and support for this project at the local or regional level; and, describe how the targeted activities address the needs of low-income residents, and how they are linked to community needs and opportunities available in the service area. b) Describe the geographic location/boundaries of the service area; provide demographic information to support the project. Part E- Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	
PART F - APPLICANT ORGANIZATIONAL EXPERIENCE AND CAPACITY	
Describe the organization and demonstrate experience, capacity, and ability to achieve outcomes as shown in the logic model work plan; demonstrate that your organization has sufficient personnel resources and staff competency to assure that the project can be carried out successfully; and demonstrate prior organizational experience in reporting outcomes pursuant to the ROMA framework. Organizational chart and resumes should be included. Part F - Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	
PART F1 – COMMUNITY PARTNERSHIPS AND RESOURCES	
Partners involved must be listed; descriptions of partnerships and resources as requested in Part E should be detailed; provision of services and linkages should be described. Part F1 attached Yes <input type="checkbox"/> No <input type="checkbox"/>	
PART G – SUMMARY OF PROJECT COSTS and RESOURCES (Please complete this information on this page)	
CSBG Discretionary Funds Requested (Application Amount): \$	Local Share (at least 25%): \$
Total amount of other source(s) of funding (if any) for project: \$	
Total Project Costs: \$	
PART G1- BUDGET (Attach Budget Forms)	
A complete budget must be attached. The budget must be detailed and realistic, contain allowable, reasonable and necessary costs, and must demonstrate how expenditures will be used to complete the project, as well as a narrative description linking costs to the specific proposed services and activities. Part G1 (Budget forms 1-5) Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	
PART G2 - OTHER SOURCES OF FUNDS, AND AMOUNT Part G2 (Budget Form 6) <input type="checkbox"/> N/A Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	
PART H - Applicant submission of Minority/Women Owned Business Utilization Plan Attached Yes <input type="checkbox"/> No <input type="checkbox"/>	

Please make certain that the name of your agency is provided in the space on each page marked *Applicant*.

Applicant: _____

Application PART C

PROJECT PROGRAM SUMMARY

(enter information directly on this form)

1. Project Name/Title	

2. Overall Goal or Mission	

3. Description of Services and Activities to be Provided	

4. Target Area (neighborhood/city/county)	

a. Population to be served	<small>(include brief info about census data)</small>	

5. Expected Results / Outcomes	
<p>This is the font that will appear</p>	

6. Project Sustainability	<small>(Describe a plan to expand or to sustain this project after expenditure of CSBG funds)</small>

No additional pages should be attached FOR PART C.

Applicant: _____

**Application PART D
Logic Model**

Description of Proposed Project/Program
(See Attachment 2: Instructions for Completion of the Logic Model)

Project Name/Title: _____

Priority Area: **Workforce Development**

Targeted Activities (select) Job Training Job Skills Development Job Placement/Retention
 Financial-Civic Literacy English As a Second Language (ESL)

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator (6)
(1)	(2)	(3)	(4)	(5)	(6)

(You may add UP TO 2 additional pages of the Logic Model Project description- PLEASE MARK as Part D -- continued)

Applicant _____

Application PART E

Demonstration of Need

(enter information directly on this page)

1. Describe the need for the proposed services and how program goals will address the need.

(enter text)

2. Describe and document the need for additional collaboration among public, private, and low-income sectors of the community to be served in addressing the proposed program priority area.

(enter text)

3. Describe organization's ability to leverage strong commitment and support for this project at the local or regional level.

(enter text)

4. Describe how the proposed services address the needs of low-income persons and are links to community needs and opportunities available within the service area.

(enter text)

5. Describe the geographic location and boundaries of the service area precisely and consistently. Provide demographic information to support the project.

(enter text)

(You may attach NO MORE than 2 additional pages; please mark as Part E - continued)

Applicant: _____

Résumés for key staff, and organizational chart are attached:

YES G

NO G

**Application PART F
Organizational Experience and Capacity**

1. Briefly describe your agency.

(enter text)

2. Demonstrate experience, capacity and ability to achieve outcomes as stated in the proposal.

(enter text)

3. Demonstrate that your organization has sufficient personnel resources and staff competency to assure that the project can be carried out successfully.

(enter text)

4. Demonstrate prior organizational experience in reporting outcomes pursuant to ROMA.

(enter text)

*(You may attach NO MORE than 2 additional pages; please mark as Part F-continued)
(Resumes/charts do NOT count in the total of additional pages)*

(Please use ONLY these attached budget forms)

Applicant: _____

Application PART G – Budget

WORKFORCE DEVELOPMENT DISCRETIONARY GRANT (WDDG)

BUDGET 1

Budget Summary

FFY 2013

Budget Period 10/01/12 To 9/30/13

- TOTAL ALLOCATION CSBG WORKFORCE DEVELOPMENT DISCRETIONARY
- (a) GRANT FUNDS \$ _____
- (b) REQUIRED LOCAL SHARE \$ _____
 At least 25% of the total allocation of Federal funds.
 (Such share may be in cash, in-kind services, or a combination thereof).
- (c) TOTAL PROJECT COST \$ _____

Cost Categories	CSBG WDDG Funds	Local Share	Total Project Cost
1. Personnel Services	\$	\$	
2. Delegate Agencies (Subcontractors)	\$	\$	\$
3. Contractual Services/Audit	\$	\$	\$
4. Equipment Purchase/Lease	\$	\$	\$
5. Other Direct Costs (Total from Budget Support Data)	\$	\$	\$
6. Indirect Cost (Approved Rate (%)) Administrative Cost/Rate _____	\$	\$	\$
TOTALS	\$	\$	\$

Description of Contractual Services/Audit and Equipment Purchase/Lease expenses included in Cost Categories 3 and 4:

CSBG funds **must** be used in accordance with the cost principles of OMB Circulars A-122 and A-110. Grantees must comply with the limitations and prohibitions as stated in federal *CSBG statute (42 U.S.C. 9901 et seq.)* Section 678F and any subsequent amendments.

Applicant: _____

Application PART G – Budget

WORKFORCE DEVELOPMENT DISCRETIONARY GRANT (WDDG)

BUDGET 2

Allocation of Salaries and Wages

Direct Services

List all staff charged to FFY 2012 CSBG Workforce Development Discretionary Grant Funds for direct services to low-income individuals, families, and communities.

FFY 2013

Budget Period 10/01/12 To 9/30/13

Title	Total Annual Salary	CSBG WDDG Funds	Local Share
	\$	\$	\$
Total Salaries	XXXXXXXXXX	\$	\$
Total Fringe Benefits	XXXXXXXXXX	\$	\$
Total for Personnel Services	XXXXXXXXXX	\$	\$

Applicant: _____

Application PART G – Budget

**WORKFORCE DEVELOPMENT DISCRETIONARY GRANT (WDDG)
BUDGET 3**

Local Share Description

[Local Share must be obtained as a match for CSBG funds.]

FFY 2013

Budget Period: 10/01/12-9/30/13

	Value	
	Cash	In-Kind
Volunteer Services; List Programs and Numbers of Volunteers:		
<u>PROGRAMS</u> <u># OF VOLUNTEERS</u>		
Employer Furnished Services; List Employers and Services:		
<u>EMPLOYERS</u> <u>SERVICES</u>		
All Other Local Share; List Types of Contributions and Sources:		
<u>TYPES OF CONTRIBUTIONS</u> <u>SOURCES</u>		
TOTAL	\$	\$

Local Share **MUST** be from **NON-FEDERAL** sources.

In-kind contributions may include donation of service, equipment or space, not supported by federal funds.

Applicant: _____

Application PART G – Budget

**WORKFORCE DEVELOPMENT DISCRETIONARY GRANT (WDDG)
BUDGET 4**

Budget Support Data

For Category 5 - Other Direct Costs as listed on Budget Summary

FFY 2013
Budget Period 10/01/13 TO 9/30/13

Cost Category	Detailed Description Of Expenditures	FFY 2013 CSBG WDDG Funds	FFY 2013 Local Share	TOTAL CHARGES
5.a	Bank Charges	\$	\$	\$
5.b	Beneficiary Client Costs	\$	\$	\$
5.c	Board Allowance and Development	\$	\$	\$
5.d	Consumable Supplies	\$	\$	\$
5.e	Employee Development and Recruitment	\$	\$	\$
5.f	Insurance and Bonding	\$	\$	\$
5.g	Postage, Freight and Express	\$	\$	\$
5.h	Publications, Printing, and Subscriptions	\$	\$	\$
5.i	Repairs and Services	\$	\$	\$
5.j	Space Costs	\$	\$	\$
5.k	Telephone and Electronic Communications	\$	\$	\$
5.l	Travel	\$	\$	\$
5.m	Volunteer and Employer Furnished Services	\$	\$	\$
5.n	Marketing/Public Awareness/Outreach	\$	\$	\$
5.o	Technology	\$	\$	\$
	TOTALS	\$	\$	\$

Applicant: _____

Application PART G – Budget

BUDGET 5

WORKFORCE DEVELOPMENT DISCRETIONARY GRANT (WDDG)

Budget Narrative

FFY 2013

Budget Period: 10/01/12-9/30/13

Use the space below to describe how the resources identified in the budget will enable the activities necessary to advance the project and achieve stated outcomes.

**Attachment 2: Instructions for Completing PART D
Sample Logic Model Work Plan**

(Blank Form)

This page is a sample for your reference. Please use the blank form in attachment 1 to complete your Logic Model project description.

Project Name/Title **SAMPLE WORKFORCE DEVELOPMENT**

Priority Area: **Workforce Development**

Targeted Activities: (select)

SAMPLE LOGIC MODEL - FOR YOUR INFORMATION

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator (6)
(1)	(2)	(3)	(4)	(5)	(6)
<p>State the identified problem or need the proposed project will address.</p> <p>Projects may address more than one problem or need.</p>	<p>List the resources available or anticipated, and which will be used to support the proposed project.</p> <p>This column should be used to present a brief overview of resources.</p> <p>CSBG Discretionary Funds \$ _____</p> <p>Local Share Cash \$ _____</p> <p>In-Kind \$ _____</p> <p>Total Other Cash \$ _____</p>	<p>Identify the services or activities that comprise the proposed project.</p> <p>(For applicants familiar with other logic model formats, this column describes outputs.)</p> <p>For each distinct activity or service, include the following information:</p> <p>(a) <i>A brief description</i> of the service or activity</p> <p>(b) The number of participants who will receive the service or enroll in the program</p> <p>(c) The time frame in which the service or activity will take place</p>	<p>Identify the project's anticipated results in general terms.</p> <p>Outcome statements should describe benefits to low-income individuals and families that will be achieved as a result of the project.</p> <p>There should be a clear association between the outcomes, the identified problems/ needs, and the services/ activities.</p>	<p>Identify the project's anticipated results in specific terms, including projected success rates. For each outcome indicator include:</p> <p>(a) The number of participants expected to achieve the outcome</p> <p>(b) The number of participants expected to receive the service or enroll in the program</p> <p>(c) The percentage of participants served who are expected to achieve the outcome</p>	<p>Include the alpha-numeric identifiers for the CSBG National Performance Indicators (NPIs) that will be used to measure and report outcome(s).</p> <p>For outcomes that do not directly correspond to the CSBG NPIs, indicate "N/A."</p>
<p>EXAMPLE:</p> <p><i>Middle school youth lack the skills needed to manage conflicts constructively.</i></p>	<p>EXAMPLE:</p> <p>CSBG Discretionary \$ 100,000</p> <p>Local Share Cash \$10,000</p> <p>In-Kind \$15,000</p> <p>Total Other Cash \$5,000</p>	<p>EXAMPLE:</p> <p><i>Peer mediation training will be provided to 20 middle school students between Feb. 1 and April 30.</i></p>	<p>EXAMPLE:</p> <p><i>Middle school youth demonstrate the ability to resolve conflicts through non-violent means.</i></p>	<p>EXAMPLE:</p> <p><i>15 of 20 youth, or 75% of middle school youth, acquire skills in conflict resolution and peer mediation.</i></p>	<p>EXAMPLE:</p> <p>6.3B.5</p>

GOAL 2: The Conditions in Which Low-Income People Lives Are Improved**National Performance Indicator 2.1 -- Community Improvement and Revitalization**

Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:

- A. Jobs created, or saved, from reduction or elimination in the community
- B. Accessible “living wage” jobs created, or saved, from reduction or elimination in the community
- C. Safe and affordable housing units created in the community
- D. Safe and affordable

Attachment 3: Federal CSBG National Performance Indicators (NPI)

- Goal 1: Low-income people become more self-sufficient (self-sufficiency).
 - Goal 2: The conditions in which low-income people live are improved (community revitalization).
 - Goal 3: Low-income people own a stake in their community.
 - Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.
 - Goal 5: Agencies increase their capacity to achieve results.
 - Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems (family stability).
-

GOAL 1: Low-Income People Become more Self-Sufficient

National Performance Indicator 1.1 -- Employment

The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:

- A. Unemployed and obtained a job
- B. Employed and maintained a job for at least 90 days
- C. Employed and obtained an increase in employment income and/or benefits
- D. Achieved living wage employment and/or benefits

National Performance Indicator 1.2 -- Employment Supports

The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by one or more of the following:

- A. Obtained skills/competencies required for employment
- B. Completed ABE/GED and received certificate or diploma
- C. Completed post-secondary education program and obtained certificate or diploma
- D. Enrolled children in before or after school programs
- E. Obtained care for child or other dependant
- F. Obtained access to reliable transportation and/or driver's license
- G. Obtained health care services for themselves or family member
- H. Obtained safe and affordable housing
- I. Obtained food assistance
- J. Obtained non-emergency LIHEAP energy assistance
- K. Obtained non-emergency Weatherization energy assistance
- L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or Weatherization)

National Performance Indicator 1.3 -- Economic Asset Enhancement and Utilization

The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:

- A.2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments
- A.3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings
- B.1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days
- B.2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account
- B.3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings
- B.4. Of participants in a Community Action assets development program (IDA and others):
 - a) Number and percent of participants capitalizing a small business with accumulated savings
 - b) Number and percent of participants pursuing post-secondary education with accumulated savings
 - c) Number and percent of participants purchasing a home with accumulated savings
 - d) Number and percent of participants purchasing other assets with accumulated savings
- housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy
- E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination
- F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination

- G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination
- H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation
- I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education

National Performance Indicator 2.2 -- Community Quality of Life and Assets

The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by one or more of the following:

- A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets
- B. Increase in the availability or preservation of community facilities
- C. Increase in the availability or preservation of community services to improve public health and safety
- D. Increase in the availability or preservation of commercial services within low-income neighborhoods
- E. Increase in or preservation of neighborhood quality-of-life resources

National Performance Indicator 2.3 -- Community Engagement

The number of community members working with Community Action to improve conditions in the community.

- A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives
- B. Number of volunteer hours donated to the agency (ALL volunteer hours)

GOAL 3: Low-Income People Own a Stake in Their Community

National Performance Indicator 3.1 -- Community Enhancement through Maximum Feasible Participation

The number of volunteer hours donated to Community Action.

Total number of volunteer hours donated by low-income individuals to Community Action

National Performance Indicator 3.2 -- Community Empowerment through Maximum Feasible Participation

The number low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:

- A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts
- B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance
- C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance
- D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action

GOAL 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved

National Performance Indicator 4.1 -- Expanding Opportunities through Community-Wide Partnerships

The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes.

- A. Non-Profit
- B. Faith-Based
- C. Local Government
- D. State Government
- E. Federal Government
- F. For-Profit Business or Corporation
- G. Consortiums/Collaboration
- H. Housing Consortiums/Collaboration
- I. School Districts
- J. Institutions of post secondary education/training
- K. Financial/Banking Institutions
- L. Health Service Institutions
- M. State wide associations or collaborations

GOAL 5: Agencies Increase Their Capacity to Achieve Results**National Performance Indicator 5.1 -- Agency Development**

The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:

- A. Number of CCAPs
 - B. Number of ROMA Trainers
 - C. Number of Family Development Trainers
 - D. Number of Child Development Trainers
 - E. Number of staff attending trainings
 - F. Number of board members attending trainings
 - G. Hours of staff in trainings
 - H. Hours of board members in trainings
- Appendix E: National Goals and Performance Indicators (Cont.)

GOAL 6: Low-Income People, Especially Vulnerable Populations. Achieve Their Potential by Strengthening Family and Other Supportive Environments**National Performance Indicator 6.1 -- Independent Living**

The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:

- A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled, under Individuals with Disabilities, ages 55-over)
- B. Individuals with Disabilities
 - Ages: 0 - 17
 - 18 - 54
 - 55 - over

National Performance Indicator 6.2 -- Emergency Assistance

The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such services as:

- A. Emergency Food
- B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources
- C. Emergency Rent or Mortgage Assistance
- D. Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)
- E. Emergency Temporary Shelter
- F. Emergency Medical Care
- G. Emergency Protection from Violence
- H. Emergency Legal Assistance
- I. Emergency Transportation
- J. Emergency Disaster Relief
- K. Emergency Clothing

National Performance Indicator 6.3 -- Child and Family Development

The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals, as measured by one or more of the following:

- A.1. Infants and children obtain age-appropriate immunizations, medical, and dental care
- A.2. Infant and child health and physical development are improved as a result of adequate nutrition
- A.3. Children participate in pre-school activities to develop school readiness skills
- A.4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st grade
- B.1. Youth improve health and physical development
- B.2. Youth improve social/emotional development
- B.3. Youth avoid risk-taking behavior for a defined period of time
- B.4. Youth have reduced involvement with criminal justice system
- B.5. Youth increase academic, athletic, or social skills for school success
- C.1. Parents and other adults learn and exhibit improved parenting skills
- C.2. Parents and other adults learn and exhibit improved family functioning skills

National Performance Indicator 6.4 -- Family Supports (Seniors, Disabled and Caregivers)

Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:

- A. Enrolled children in before or after school programs
- B. Obtained care for child or other dependant
- C. Obtained access to reliable transportation and/or driver's license
- D. Obtained health care services for themselves or family member
- E. Obtained safe and affordable housing
- G. Obtained non-emergency LIHEAP energy assistance
- H. Obtained non-emergency WX energy assistance
- I. Obtained other non-emergency energy assistance

National Performance Indicator 6.5 -- Service Counts

The number of services provided to low-income individuals and/or families, as measured by one or more of the following:

- A. Food Boxes
- B. Pounds of Food
- C. Units of Clothing
- D. Rides Provided
- E. Information and Referral Calls

**Attachment 4: Poverty Income Guidelines
(125%)**

2012 Poverty Guidelines for the 48 Contiguous States and the District of Columbia	
Persons in family/household	Poverty guideline
1	\$11,170
2	15,130
3	19,090
4	23,050
5	27,010
6	30,970
7	34,930
8	38,890

For families/households with more than 8 persons, add \$3,960 for each additional person.

Attachment 5:

OMB Circulars – Link at: http://www.whitehouse.gov/omb/circulars_default

Relevant Circulars include:

OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

OMB Circular A-122, Cost Principles for Non-Profit Organizations

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations

SIGNATURE PAGE

Contract #:

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

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

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

By: _____

By: _____

Date: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face page attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

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

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the Contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.
- D. CONTRACTOR shall comply with provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR's negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR's agents, officers, employees or subcontractors.

APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS
December 2011

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing

project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State

Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors,

and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

APPENDIX A1
AGENCY SPECIFIC CLAUSES

I. Purposes, Goals, Assurances, and Limitations:

The Department of State is the officially designated State agency responsible for the implementation of the Community Services Block Grant (CSBG) programs pursuant to the CSBG Act. The Department is statutorily authorized to enter into a contract with the CONTRACTOR for the performance of certain activities in consideration of certain funding.

1.00 This contract is governed by the provisions of the following:

- (a) Statutes, a) Title II of Public Law 105-285 as amended (42 U.S.C. sections 9901, et seq., as amended); c) NYS Executive Law Article 6-D (as amended);
- (b) Regulations, a) 45 C.F.R. Part 96; b) Title 19, New York Compilation of Codes, Rules and Regulations, Part 700 and Part 701;.
- (c) Policies and Procedures, a) the "Community Services Block Grant Management Plan" as amended from time to time, b) Informational Memoranda issued by the federal Office of Community Services, c) approved Budget and Budget Support Documentation, d) approved CSBG Work Plan, e) CSBG Program Instructions, Fiscal and Program Memoranda, as amended, (f) OMB Circulars A-110, A-122, and A-133, as amended.

1.01 The Statutes, Regulations and the Policies and Procedures are incorporated by reference as if fully set out in this Agreement:

The following are limitations on use of funds:

1.02 Construction of Facilities.--

- (a) Limitations.--Except as provided in paragraph (b), grants made under this subtitle (other than amounts reserved under P.L. 105-285, section 674 (b) (3)) may not be used by the State, or by any other person with which the State makes arrangements to carry out the purposes of this subtitle, for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- (b) Waiver.--The Secretary of Health and Human Services (HHS) may waive the limitation contained in paragraph (a) upon a State request for such a waiver, if the Secretary finds that the request describes extraordinary circumstances to justify the purchase of land or the construction of facilities (or the making of permanent improvements) and that permitting the waiver will contribute to the ability of the State to carry out the purposes of this subtitle.

1.03 Political Activities.--

- (a) Treatment as a State or local agency.--For purposes of chapter 15 of Title 5, United States Code, any entity that assumes responsibility for planning, developing, and coordinating activities under this subtitle and receives assistance under this subtitle shall be deemed to be a State or local agency. For purposes of paragraphs (1) and (2) of section 1502(a) of such title, any entity receiving assistance under this subtitle shall be deemed to be a State or local agency.

- (b) Prohibitions.--Programs assisted under this subtitle shall not be carried on in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel, in a manner supporting or resulting in the identification of such programs with--
- i. any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office;
 - ii. any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
 - iii. any voter registration activity.

No funds provided directly to a religious organization to provide assistance under any program funded by or through this contract shall be expended for sectarian worship, instruction, or proselytization.

- (c) Rules and regulations.--The Secretary of HHS, after consultation with the Office of Personnel Management, shall issue rules and regulations to provide for the enforcement of this subsection, which shall include provisions for summary suspension of assistance or other action necessary to permit enforcement on an emergency basis.

1.04 Nondiscrimination.--

- (a) In general.--No person shall, on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this subtitle. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.) shall also apply to any such program or activity.
- (b) Action of Secretary.--Whenever the Secretary of HHS determines that a State that has received a payment under this subtitle has failed to comply with paragraph (a) or an applicable regulation, the Secretary shall notify the chief executive officer of the State and shall request that the officer secure compliance. If within a reasonable period of time, not to exceed 60 days, the chief executive officer fails or refuses to secure compliance, the Secretary is authorized to--
- i. refer the matter to the Attorney General with a recommendation that an appropriate civil action be instituted;
 - ii. exercise the powers and functions provided by title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), as may be applicable; or
 - iii. take such other action as may be provided by law.
- (c) Action of Attorney General.--When a matter is referred to the United States Attorney General pursuant to paragraph (b), or whenever the Attorney General has reason to believe that the State is engaged in a pattern or practice of discrimination, in violation of the provisions of this subsection, the Attorney General may bring a civil action in any appropriate United States district court for such relief as may be appropriate, including injunctive relief.

The Department is statutorily authorized to enter into a contract with the CONTRACTOR for the performance of certain activities in consideration of certain funding.

II. Definitions:

2.00 Board of Directors: For eligible entities as defined by Public Law (P.L.) 105-285, Section 673 (1) (a), a tripartite board as fully described in and required by 42 U.S.C., §9910, P.L. 105-285, section 676B. For

community based organizations, a board of directors 50% of more of the members of which reside in the project area.

- 2.01 Budget Amendment: Written request from the CONTRACTOR, on forms provided by the Department, to amend the Budget (Appendix B), approved by the Department.
- 2.02 CONTRACTOR: (a) An eligible entity as defined by Public Law (P.L.) 105-285, Section 673 (1) (a), as amended; or
(b) a community based organization, as defined by NY Executive Law § 159-e(4).
- 2.03 Delegate Agency: A private not-for-profit corporation, including religious organizations, with whom the CONTRACTOR has entered into a contract for the performance of certain portions of the Work Plan (Appendix D).
- 2.04 Department: The New York State Department of State (DOS) whose office is located at 99 Washington Avenue, Albany, New York 12231-0001.
- 2.05 Local Share: in accordance with Executive Law Article 6-D § 159-j, each recipient agency shall secure local funds equivalent to twenty-five percent (25%) of the federal funds received under the Community Services Block Grant. Such funds may be in cash or in kind, fairly evaluated, including but not limited to donated plant, equipment, and services. The Secretary may waive all or part of this requirement upon an application made and upon good cause shown by the recipient agency.
- 2.06 Management Plan: The Community Services Block Grant Management Plan prepared by the Department, submitted by the Governor, and filed with the United States Department of Health and Human Services.
- 2.07 Poverty Line: The official poverty line issued by the U.S. Department of Health and Human Services. 125 percent of the official poverty line shall be used as a criterion of eligibility in the provision of all programs, services and activities funded by the Community Services Block Grant within the State of New York.
- 2.08 Project: The services to be performed by the CONTRACTOR as set forth more specifically in Appendix D, entitled "Work Plan," consistent with the CSBG National Goals, local needs and the Federal purposes, goals, and assurances set forth in part I above.
- 2.09 Secretary: The Secretary of State, State of New York.
- 2.10 State: The State of New York.
- 2.11 Work Plan, Appendix D: The document prepared and submitted by each recipient as a condition for funding that includes the needs assessment, community partnerships, and the services and activities to be performed in order to implement the Federal purposes, goals, and assurances set forth in part I above.

III. The Project and Substantial Relations:

- 3.00 The Project consists of the services to be performed by the CONTRACTOR, as set forth more specifically in Appendix D, entitled "Work Plan," consistent with the CSBG National Goals, local needs and the Federal purposes, goals, and assurances.
- 3.01 The CONTRACTOR agrees, to the extent the Project is to be performed by the CONTRACTOR, to be bound to the Department by the terms of the Management Plan, all applicable laws, rules, regulations, program instructions and informational memoranda, as referenced in Part I above, and to assume toward the Department all obligations and responsibilities which the Department has assumed toward the United States Department of Health and Human Services (HHS) in accordance with 42 U.S.C. 9901.et.seq, as amended, and 45 Code of Federal Regulations (CFR) Part 96 and Part 1040, as amended. Unless otherwise agreed to in writing, the Department shall require the CONTRACTOR to enter into similar agreements with its Delegate

Agencies. The CONTRACTOR will make available to its Delegate Agencies, at the CONTRACTOR's offices, copies of the relevant Contract Documents to which each Delegate Agency shall be bound. Each Delegate Agency Agreement shall contain a Statement that the Delegate Agency is so bound.

IV. DOS Obligations:

- 4.00 To implement the program in accordance with the Federal purposes, goals, and assurances set forth in part I above.
- 4.01 To require all eligible entities to comply with the tripartite board requirement pursuant to P.L. 105-285, section 676B, as amended, and all community based organizations to comply with the greater than 50% residency requirement pursuant to NY Executive Law Article 6-d §159-e. 4.
- 4.02 To review, and approve or for cause deny, all contractually required submissions, Delegate Agency Agreements, if any, and other documentation evidencing the CONTRACTOR's performance of services as set forth in the Community Action Plan and the CSBG Work Plan (Appendix D), and determine the CONTRACTOR's compliance with the Agreement.
- 4.03 To monitor performance and outcomes, as stated in the CSBG Work Plan (Appendix D), and take necessary action in accordance with the provisions of the Management Plan and applicable Federal and State laws, rules and regulations, program instructions and informational memoranda.
- 4.04 To make payments in the amount and upon the terms and conditions set forth in this Agreement and in accordance with State Finance Law, Article 11-A, as amended, (commonly referred to as the Prompt Payment Law).
- 4.05 To perform the foregoing obligations with reasonable promptness in order to avoid delay in the orderly progress of the Work.
- 4.06 To comply with the Audit Resolution process set forth in Appendix C, 3.06.
- 4.07 To terminate or reduce funding when necessary in accordance with the process and procedures of P.L. 105-285, section 678C and 19 NYCRR, Part 700, as amended.

V. CONTRACTOR Obligations:

- 5.00 CONTRACTOR shall be responsible. The Department is required to conduct a review of a prospective CONTRACTOR to provide reasonable assurance that the CONTRACTOR is responsible. CONTRACTOR shall fully cooperate with any such review. To be considered responsible, a CONTRACTOR should have appropriate legal authority to do business in New York, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls and acceptable performance on previous governmental contracts, if any. The state, and any of its agencies, may use information gathered, from whatever resources it deems appropriate, to assist in making a responsibility determination.
- 5.01 If this contract has a total value of greater than \$50,000 in state provided funds, a Vendor Responsibility Questionnaire and Certification is required. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or 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.state.ny.us/vendrep/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate

questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

- 5.02 The CONTRACTOR hereby acknowledges that the Vendor Responsibility Questionnaire and certification, when applicable, is made a part of this contract by reference herein and that any misrepresentation of fact in the Questionnaire and attachments, or in any CONTRACTOR responsibility information that may be requested by the Department, may result in termination of this contract.
- 5.03 During the term of this Contract, any changes in the conditions for responsibility determination, cited in 5.02 above, shall be disclosed to the Department, in writing, on a timely basis. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.
- 5.04 Should it be determined that a CONTRACTOR is not responsible, the Department will notify the CONTRACTOR in writing setting forth the basis for the determination and affording the CONTRACTOR reasonable time in which to refute the determination, justify why the basis for the determination is not relevant to this contract, or to take corrective action to eliminate the responsibility impediment. If the responsibility condition cannot be reconciled to the satisfaction of the Department and the State, the contract or contract offer will be terminated by written notification.
- 5.05 Unless otherwise required by specific terms and conditions of this Agreement:
- (a) Non-Profit organizations shall administer this Agreement in accordance with OMB Circulars A-110, A-122, and A-133 as amended.
 - (b) Municipal organizations shall administer this Agreement in accordance with the Common Rule promulgated pursuant to OMB Circular A-102, as amended.
 - (c) In the event of a conflict between the terms of this Agreement and the terms of any of the OMB Circulars cited in (a) and (b) above, the terms of this Agreement shall control unless specifically waived in writing by the Department.
- 5.06 The CONTRACTOR shall not be relieved from its obligations to perform the Project, in accordance with the Contract Documents, due to any acts or omissions of its Delegate Agencies, agents and employees or by reason of any monitoring or approvals required or performed by the Department.
- 5.07 The CONTRACTOR shall comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on performance of the Project and is responsible for obtaining any necessary permits or authorization for the performance of the Project.
- 5.08 The CONTRACTOR and its delegate agencies shall participate in the performance measurement system developed by the Office of Community Services, including the Results Oriented Management and Accountability (ROMA) System.
- 5.09 The CONTRACTOR and its delegate agencies shall fully cooperate with all monitoring conducted by the Department, and shall be responsive to all reporting requests made by the Department in relation to this agreement.
- 5.10 The CONTRACTOR shall ensure that its delegate agency agreements apply the same limitations, restrictions, responsibilities and requirements to the use of funds provided through this agreement by delegate agencies as are applied to Contractor's use of such funds.

VI. Delegation and Assignment:

- 6.00 The CONTRACTOR's rights and obligations under this Agreement shall not be assigned or delegated without the prior written approval of the Department.

- 6.01 Any assignment or agreement entered into without the prior written consent of the Department shall be void and constitute an Event of Default as set forth in Part XI below.
- 6.02 No agreement, with a delegate agency or other entity, involving the use of funds under this Agreement shall be approved by the Department nor will any payment be made relating to such agreements, where officers, board members, and employees of such agency are involved in a situation which would result in a conflict of interest.
- 6.03 The CONTRACTOR shall specify in any contract that the delegate agency shall comply with all the terms and conditions of this Agreement and other requirements applicable to the CONTRACTOR in the conduct of the Project, and shall make available a copy of this Agreement and any approved amendments.

VII. Delay:

- 7.00 All time limits stated in the Contract Documents are of the essence in this Agreement. The CONTRACTOR shall begin the Project on the date of commencement of the Contract Period and carry the Project forward expeditiously with adequate personnel.
- 7.01 Excusable Delay is delay in progress of the Project caused by any act or neglect of the Department, or by conditions which cannot reasonably be anticipated, unavoidable casualties or causes beyond the CONTRACTOR's control. Excusable Delay is also any delay authorized in writing by the Department. In no event, however, may Excusable Delay extend the performance period beyond the Termination Date of this Agreement.
- 7.02 Inexcusable Delay is any delay in the progress of the Project not constituting an Excusable Delay pursuant to Section 7.01. Inexcusable Delay which continues uncorrected for a period of sixty days shall constitute an Event of Default.

VIII. Extra Work:

- 8.00 Extra work shall constitute work performed outside the scope of the Contract Documents. No claim for payment of extra work can be made.

IX. CONTRACTOR Warranties:

- 9.00 The CONTRACTOR warrants, to the Department, that the services to be performed, as set forth in the CSBG Work Plan (Appendix D), under this Agreement by the CONTRACTOR or its Delegate Agencies shall conform to and implement the Federal purposes, goals, and assurances as set forth in Part I above.
- 9.01 The CONTRACTOR warrants compliance with the restrictions and prohibitions regarding political activities set forth in P.L. 105-285, sections 678F (b) (1) and (2).
- 9.02 (a) The CONTRACTOR warrants that no person shall be excluded from, or be denied the benefits of, or be subject to discrimination, under any program or activity funded in whole or in part with funds made available under this subtitle on the grounds of race, color, national origin, and sex.
- (b) The CONTRACTOR warrants that it shall not engage in discrimination on the basis of age in accordance with the Age Discrimination Act of 1975, as amended, or with respect to otherwise qualified handicapped individuals as provided in § 504 of the Rehabilitation Act of 1973, as amended, with respect to any program or activity funded in whole or in part under this contract.
- 9.03 The CONTRACTOR warrants that it shall not engage in a conflict of interest as set forth in Part XI below.

- 9.04 The CONTRACTOR warrants that payment received pursuant to this Agreement does not supplant other services or programs administered by the State or federal government.
- 9.05 The CONTRACTOR warrants to comply with the limitations, as set forth in P.L. 105-285, sections 678F (a) (1) and (2), that it shall not use funds made available under this agreement for the purchase or improvement of land, or the purchase of construction or permanent improvement of any building or other facility unless an approved waiver is obtained from the U.S. Department of Health and Human Services.
- 9.06 The CONTRACTOR warrants that it and its delegate agencies shall fully cooperate with the requirements for participation in the performance measurement system developed by the Office of Community Services.
- 9.07 The CONTRACTOR warrants that it shall inform custodial parents in single-parent families that participate in CSBG funded programs, services, and activities of the availability of child support services, and refer eligible parents to the child support office of the State and local governments.
- 9.08 The CONTRACTOR warrants that it and its delegate agencies shall submit to the Department an annual report including an accounting of the expenditure of funds for administration cost and direct delivery of services.
- 9.09 The CONTRACTOR warrants that it and its delegate agencies shall fully cooperate with all monitoring conducted by the Department.
- 9.10 Breach of any of the foregoing warranties is an Event of Default, constituting substantial failure for purposes of Part XI below.

X. Events of Default, Termination and Suspension:

- 10.00 (a) An Event of Default constitutes a material breach of this Agreement and, unless cured within the period stated in the regulations referenced below, constitutes the basis for terminating or suspending the Agreement, in whole or in part, for cause, in accordance with 19 NYCRR Part 700, as amended.
- (b) For purposes of this agreement, a material breach constitutes one or more of the grounds for a notice of funding action for termination or suspension as set forth below.
- 10.01 (a) Termination: The State shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause; or (iii) convenience. In accordance with the terms of the CSBG Act, this Agreement may be permanently terminated, in whole or in part, for cause, when there has been a substantial failure, or repeated or successive failure, by the CONTRACTOR to comply with a provision of law, rule, regulation or program instruction issued by the Department or a term or condition of this Agreement or a prior CSBG Contract with the Department. The ground for substantial failure under this subdivision (a) shall also include the abandonment by the CONTRACTOR of the services to be performed under this Agreement, in whole or in part. Failure of the CONTRACTOR to resume performance of the services abandoned under this Agreement within 20 days after receipt of a notice of funding action in accordance with regulations, on the grounds of substantial failure by abandonment, shall be deemed refusal by such CONTRACTOR to take corrective action. Upon termination, the CONTRACTOR shall be entitled to and the Department shall pay the costs incurred in compliance with this agreement until the date of such termination, provided, however, that the total amount to be paid to the CONTRACTOR shall not be more than the amount of Total Allocation specified in the Agreement and shall not be more than the amount of funds appropriated and available for this Agreement.
- (b) Suspension: The State shall have the right to suspend this Agreement for: (i) unavailability of funds; (ii) cause; or (iii) convenience. This Agreement may be suspended, in whole or in part, for cause when there has been substantial failure, or repeated or successive failure, by the

CONTRACTOR to comply with a provision of law, rule, regulation or program instruction issued by the Department, or a term or condition of this Agreement or a prior CSBG Agreement with the Department. The ground for substantial failure under the subdivision (b), shall include the abandonment by the CONTRACTOR of the services to be performed under this Agreement, in whole or in part. Failure of the CONTRACTOR to resume performance of the services abandoned under this Agreement, within 20 days after receipt of a notice of funding action in accordance with regulations, on the ground of substantial failure or abandonment shall be deemed refusal by such CONTRACTOR to take effective corrective action.

10.02 In addition to those Events of Default, identified in other Sections of this Agreement, the Department may terminate or suspend this Agreement in accordance with 10.01 (a) or (b), for default by the CONTRACTOR, as provided below. The CONTRACTOR shall be considered in default of its obligations under this Agreement if:

- (a) The CONTRACTOR disregards laws, rules, ordinances, regulations or orders of any public authority having jurisdiction;
- (b) Performance of the Work fails to substantially conform to the requirements of the Contract Documents;
- (c) The CONTRACTOR abandons or refuses to proceed with any or all of the Work;
- (d) The CONTRACTOR performs Work under this Agreement, in which officers, or employees of the CONTRACTOR have a direct or indirect interest that would result in a conflict of interest in accordance with Part XI below.

10.03 Upon the occurrence and knowledge of any Event of Default, the Department shall notify the CONTRACTOR in writing, as set forth in 19 NYCRR Part 700, as amended, of the nature of the default constituting a substantial failure and of the Department's preliminary determination of funding action to terminate or suspend this Agreement for default.

10.04 In the event of the Department's termination of the CONTRACTOR's present funding, in whole or in part, under this Agreement, all funds remaining allocated under this Agreement, shall accrue to the Department for reallocation, in accordance with Federal and State law and regulation. Payments to the CONTRACTOR or approval by the Department of any New York State Aid Voucher, submitted by the CONTRACTOR, shall not affect the CONTRACTOR's obligations hereunder or the right of the Department to request or obtain a refund of any payment to the CONTRACTOR in excess of that to which the CONTRACTOR is lawfully entitled.

10.05 The provision for termination shall not limit or modify any other right of the Department to proceed against the CONTRACTOR at law or under the terms of this Agreement.

XI. Conflict of Interest:

11.00 The CONTRACTOR warrants that its officers, board members, and employees do not have any interest, and will not acquire any interest, which would conflict in any manner or degree with the performance of this Agreement, provided that nothing in this Agreement shall be construed to prohibit the provision of authorized services to any otherwise eligible household or individual.

XII. Complaints:

12.00 (a) Nothing contained in this Agreement shall create or give to delegate agencies, or other parties not signatories to this Agreement, any claim or right of action on their behalf.

- (b) The Department shall consider written complaints from delegate agencies only for alleged substantial non-compliance by the CONTRACTOR with (1) terms and conditions of this Agreement; (2) terms and conditions of the Delegate Agency agreement; or (3) the CONTRACTOR's established written and

publicly disseminated policies and procedures established specifically for carrying out its obligation under this Agreement.

XIII. Program Income, Inventions, Patents, and Copyrights:

- 13.00 Any product or service which the CONTRACTOR proposes to develop, produce or create as part of the performance of the Work Plan, including, but not limited to, any item, right, process or invention capable of being copyrighted or patented, shall be submitted as a Program Income Proposal to the Department, in writing, and shall include: (i) a proposed workscope which specifies the item, right, process or invention to be developed, created or produced; (ii) a detailed budget which includes the amount of funds, percentage and type of staff use which will be involved with the process or invention; and (iii) a reasonable estimate of program income to be generated by the CONTRACTOR under this proposal and the manner in which program income to be generated under the proposed program income workscope shall be used to increase the scope of the Project in accordance with the Federal purposes, goals, and assurances set forth in part I above.
- 13.01 Any product or service, including any item, right, process or invention which was developed, produced or created during the performance of this Work Plan, for which prior, written approval of the Department was not obtained for performance of the program income workscope, as set forth in subdivision (a) of 16.01 of this Part, shall be subject to the following:
- (a) Any patentable item, patent right, process, or invention produced in performing the Project shall be reported fully and promptly to the Department. Determination as to the ownership and disposition of rights to any such Intangible Property, including whether a patent application shall be filed, and, if so, the manner of obtaining, administering, and disposing of rights under any patent application or patent which may be issued, shall be made by the Department. With respect to any subject invention in which the Department retains title, the Department shall have a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, for or on behalf of the Department, the subject invention.
 - (b) With prior written approval of the Department, the CONTRACTOR may copyright any books, publications, or other copyrightable materials developed in the course of the Project; provided, however, that the Department reserves a royalty-free, transferable, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such materials for State purposes.

XIV. Miscellaneous Provisions:

- 14.00 In all published or disseminated materials, written, visual or audio produced by the CONTRACTOR in connection with this Agreement, the CONTRACTOR shall identify the Department as a source of project funds, and state that the Department of Health and Human Services allocates these funds to the State of New York. Neither the Department nor Federal agencies shall be responsible for the accuracy of any material or conclusion contained therein. The CONTRACTOR shall deliver to the Department at least one copy of any disseminated materials concerning the Project or the Work issued by or on behalf of the CONTRACTOR.
- 14.01 Notices or other communications are to be given or directed to either party at the addresses specified above or to such other addresses either party may, from time to time, designate by written notice to the other party.
- 14.02 This Agreement shall be deemed executory only to the extent of monies available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond monies available for the purpose thereof.
- 14.03 The rights and duties and remedies set forth in the Contract Documents shall be in addition to and not in limitation of rights and obligations otherwise available at law.
- 14.04 Subject to the availability of funds, determination by the Department that it is in the best interest of the Project and the State, and upon mutual execution of an appendix X, the Term of this Agreement may be extended by one Contract Period not to exceed three (3) months.

XV. Federal Statutory Provisions:

- 15.00 The CONTRACTOR agrees to comply with the following Federal laws:
- 15.01 The CONTRACTOR shall not maintain information about any individual in a manner which would violate any provisions of the Privacy Act of 1974, 5 U.S.C. 552a, as amended. Advance notice will be given to the Department in the event the CONTRACTOR anticipates that information will be retained in a "system of records" as defined by the Privacy Act of 5 U.S.C. 552a(a)(5), as amended.
Notice must be sufficient to enable publication of a system description in the Federal Register in accordance with 5 U.S.C. 552a(4)(ii) and the submission of a Report on New Systems in accordance with 5 U.S.C.
- 15.02 The equal opportunity requirements of Section 202 of Executive Order 11246 (41 CFR 60-1.4), as amended.
- 15.03 Title 10 CFR 1040, as amended, "Non-discrimination in Federally Assisted Programs," providing that no person shall on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the CONTRACTOR's employment practices, in connection with any program or activity for which the CONTRACTOR herein receives financial assistance.
- 15.04 No person with responsibilities in the operation of any program funded under this contract will discriminate with respect to any employee, program participant, or any applicant for participation in such program, because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.
- 15.05 Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), as amended, providing that no person in the United States shall, on the grounds of race, color, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CONTRACTOR herein receives financial assistance, and the CONTRACTOR will immediately take any measures necessary to effectuate this requirement.
- 15.06 Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000(e)), as amended, and Executive orders 11246 and 11375, that no employee or applicant for employment will be discriminated against because of race, color, sex, religion, or national origin.
- 15.07 The Equal Pay Act of 1963 (29 U.S.C. 201 through 219), as amended, prohibiting wage differentiation in employment based on sex.
- 15.08 The Age Discrimination in Employment Act (29 U.S.C. 621 through 634), as amended, and Executive Order 11141, prohibiting the practice of discrimination against an employee or applicant for employment on the basis of age. The CONTRACTOR shall not discriminate in employment against any person because of his or her age or specify in solicitations or advertisements a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.
- 15.09 The CONTRACTOR shall take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or condition of physical or mental handicaps, provided, however, in the instance of a handicapped person, that the person's handicap does not prevent that person from doing the job that person would be hired to perform. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department's EEO Officer setting forth the provisions of this non-discrimination clause.
- 15.10 Debarment and Suspension and Lobbying Certifications
- (a) In accordance with regulations of the United States Department of Health and Human Services found in 45 CFR Part 76, the CONTRACTOR shall complete, certify, and submit the attached "Certification

Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions" to DOS.

- (b) In accordance with P.L. 101-121, Section 319, 31 U.S.C. 1352, and implementing Federal regulations, the CONTRACTOR:
- i. is prohibited from using appropriated funds received under this Agreement for lobbying;
 - ii. shall certify by completing and filing with the Department a "Certification for Contract, Grants, Loans and Cooperative Agreements;"
 - iii. shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the Department on the attached Standard Form - LLL, "Disclosure Term to Report Lobbying," in accordance with its instructions;
 - iv. shall file quarterly updates on the attached form LLL about the use of lobbyists if material changes occur; and
 - v. shall require that the language of such certification shall be included in the award documents for all subawards exceeding \$100,000 made by the CONTRACTOR and that all subCONTRACTORS shall certify and disclose accordingly.
- (c) The above-referenced certifications shall be completed and filed with the Department at the time of submission of this signed agreement in accordance with Title 31 U.S.C. Section 1352.

15.11 Environmental Tobacco Smoke

The CONTRACTOR shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The CONTRACTOR further agrees and certifies that the above language will be included in any subawards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

15.12 Funds provided pursuant to this contract shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization.

15.13 Funds provided pursuant to this contract may not be used by CONTRACTOR or any sub-contractor to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of federal funding and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources (see 45 CFR Part 93).

15.14 In accordance with Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," the following provision is applicable to this Agreement:

Section 507: "Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made."

15.15 This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

XVI. State Attorney General Charities Registration

16.00 In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this contract with the CONTRACTOR.

The CONTRACTOR agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

XVII. Article 15-A of the New York State Executive Law

17.00 The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A of the New York State Executive Law. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this law, all state agencies must, subject to certain exceptions, establish goals for minority and women-owned business participation in certain state contracts and grants. Where MWBE goals are required, even in circumstances where this goal is zero, a Quarterly Contractor Report is required to be submitted to the Minority and Women-owned Business Program of the Department on forms provided by the Department.

Article 15-A requires that rules and regulations be established for contracts entered into by the Department. In accordance with Article 15-A, goals must be set for contracts entered into by the Department in excess of \$25,000 for labor, services, supplies, equipment, and materials, or any combination of the foregoing, and for contracts entered into by the Department in excess of \$100,000 for acquisition, construction, demolition, replacement, major repair, renovation or improvement of real property. In applying these rules and regulations, the Department must consider the availability of certified minority and women-owned businesses in the region in which the state contract will be performed, the total dollar value of the contract, the scope of work to be performed, and the project size and term.

The contractor will, when required as a part of the bid or proposal, submit a Staffing Plan on the form provided by the Department. This Plan will detail the work force anticipated in the performance of the state contract, reported by ethnic background, gender, and Federal Occupational Categories.

After a bid opening and prior to the award of a state contract, the contractor will submit an Equal Employment Opportunity (EEO) Policy Statement to the Department within the time frame established by the Department. The law requires that, as a precondition to entering into a valid and binding state contract, the contractor will agree to the following stipulations and will include them in the EEO Policy Statement:

- The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will undertake or continue existing programs of affirmative action 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, affirmative action applies in areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- The contractor will make active and conscientious efforts to employ and to utilize minority group members and women at all levels and in all segments of its work force on state contracts, and the contractor will document these efforts.

- The contractor will state in all solicitations and advertisements for employees that, in the performance of the state contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- The contractor will, at the request of the Department, request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- The contractor will include the provisions regarding the EEO Policy Statement and the Staffing Plan enumerated above in each and every subcontract of a state contract in such a manner that the subcontractor is bound by these requirements.
- Failure to provide an EEO Policy Statement and a Staffing Plan without reasonable written justification or commitment to provide these requirements by a specified date will result in rejection of the contractor's bid or proposal.
- After the award of a state contract, the contractor will submit to the Department a Workforce Employment Utilization Report, on the form supplied by the Department, detailing the work force actually utilized on the state contract, by ethnic background, gender and Federal Occupational Categories, as specified on the form. This Report will be submitted to the Department on a quarterly basis throughout the life of the contract.
- The contractor, and any of its subcontractors, may be required to submit compliance reports relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the state contract is executed.

Questions regarding this program should be directed to the Department's Minority and Women-Owned Business Program by calling (518) 474-6740. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.empire.state.ny.us> and click on NY BIZ. From the top left of the page, click on **Small and Growing Business** and, from the drop-down menu, click on: **Minority and Women-Owned Business**. On the top of the page click on "MWBE Directory."

The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

COMMUNITY SERVICES BLOCK GRANT
WORKFORCE DEVELOPMENT DISCRETIONARY GRANT

APPENDIX B-1
Budget Summary

Contractor _____ FFY **2013**

Budget Period **10/1/12** To **9/30/13** Contract # _____

- (a) TOTAL ALLOCATION CSBG WORKFORCE DEVELOPMENT DISCRETIONARY GRANT FUNDS \$ _____
- (b) REQUIRED LOCAL SHARE \$ _____
 At least 25% of the total allocation of Federal funds.
 (Such share may be in cash, in-kind services, or a combination thereof).
- (c) TOTAL PROJECT COST \$ **0**

Cost Categories	FFY 2013 CSBG WDDG Funds	FFY 2013 Local Share	Total Project Cost
1. Personnel Services	\$	\$	\$ 0
2. Delegate Agencies (Subcontractors)	\$	\$	\$ 0
3. Contractual Services/Audit	\$	\$	\$ 0
4. Equipment Purchase/Lease	\$	\$	\$ 0
5. Other Direct Costs (from App. B-4, Budget Support Data)	\$	\$	\$ 0
6. Indirect Cost (Approved Rate) _____ %	\$	\$	\$ 0
Administrative Cost/Rate _____ %	\$	\$	\$ 0
TOTALS	\$ 0	\$ 0	\$ 0

Description of Contractual Services/Audit and Equipment Purchase/Lease expenses included in Cost Categories 3 and 4:

CSBG funds **must** be used in accordance with the cost principles of OMB Circulars A-122 and A-110. Grantees must comply with the limitations and prohibitions as stated in federal **CSBG statute (42 U.S.C. 9901 et seq.)** Section 678F and any subsequent amendments.

COMMUNITY SERVICES BLOCK GRANT
WORKFORCE DEVELOPMENT DISCRETIONARY GRANT

APPENDIX B-3

Local Share Description

[Local Share must be obtained as a match for CSBG funds.]

Contractor 0

FFY 2013

Budget Period 10/1/12 To 9/30/13

Contract # 0

	VALUE	
	CASH	IN-KIND
Volunteer Services; List Programs and Numbers of Volunteers: <u>PROGRAMS</u> - - - <u># OF VOLUNTEERS</u>		
Employer Furnished Services; List Employers and Services: <u>EMPLOYERS</u> <u>SERVICES</u>		
All Other Local Share; List Types of Contributions and Sources: <u>TYPES OF CONTRIBUTIONS</u> - <u>SOURCES</u>		
TOTAL	\$ -	\$ -

Local Share **MUST** be from **NON-FEDERAL** sources. In-kind contributions may include donation of service, equipment or space, not supported by federal funds.

COMMUNITY SERVICES BLOCK GRANT
WORKFORCE DEVELOPMENT DISCRETIONARY GRANT

APPENDIX B-4

Budget Support Data

For Category 5 - Other Direct Cost

Contractor 0

FFY 2013

Budget Period 10/1/12 To 9/30/13

Contract # 0

COST CATEGORY	DETAILED DESCRIPTION OF EXPENDITURES	FFY 2013 CSBG WDDG Funds	FFY 2013 Local Share	TOTAL CHARGES
5.a	Bank Charges	\$	\$	\$ 0
5.b	Beneficiary Client Costs	\$	\$	\$ 0
5.c	Board Allowance and Development	\$	\$	\$ 0
5.d	Consumable Supplies	\$	\$	\$ 0
5.e	Employee Development and Recruitment	\$	\$	\$ 0
5.f	Insurance and Bonding	\$	\$	\$ 0
5.g	Postage, Freight and Express	\$	\$	\$ 0
5.h	Publications, Printing, and Subscriptions	\$	\$	\$ 0
5.i	Repairs and Services	\$	\$	\$ 0
5.j	Space Costs	\$	\$	\$ 0
5.k	Telephone and Electronic Communications	\$	\$	\$ 0
5.l	Travel	\$	\$	\$ 0
5.m	Volunteer and Employer Furnished Services	\$	\$	\$ 0
5.n	Marketing/Public Awareness/Outreach	\$	\$	\$ 0
5.o	Technology	\$	\$	\$ 0
	TOTALS	\$ 0	\$ 0	\$ 0

COMMUNITY SERVICES BLOCK GRANT
WORKFORCE DEVELOPMENT DISCRETIONARY GRANT

APPENDIX B-5
Budget Narrative

Contractor 0 FFY 2013

Budget Period 10/1/12 To 9/30/13 Contract # 0

Use the space below to describe how the resources identified in the budget will enable the activities necessary to advance the project and achieve stated outcomes.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE For CSBG Workforce Development Discretionary Grants

I. Financial and Program Reporting

1.00 Audits - Pursuant to the Single Audit Act Amendments of 1996 (Public Law 104-156) funds received and expended pursuant to this Agreement are subject to the Audit Requirements of Office of Management and Budget (OMB) Circular A-133, as revised, "Audits of States, Local Governments, and Non-Profit Organizations" as follows:

- (a) Non-Federal entities that expend \$500,000 or more in Federal Awards in a fiscal year shall have a single Audit conducted in accordance with OMB Circular A-133 for that year.
 - i If the Audit contains findings or reports on prior Audit findings related to the Community Services Block Grant funds, the Contractor shall submit two (2) copies of the Reporting Package as set forth in A-133, Section 320(c) and any Management Letters issued by the auditor. Such Reporting Package must be submitted within nine (9) months following the end of the audited year or thirty (30) days following issuance by the auditor, whichever is earlier.
 - ii If the Audit does not contain any findings or reports on prior Audit findings related to the Community Services Block Grant funds, the Contractor shall comply with the pass-through entity notification requirement of A-133, Section 320 (e)(2) by submitting one (1) copy of the Reporting Package cited in (a) (i) above in accordance with the terms therein.
- (b) Non-Federal entities that expend less than \$500,000 in Federal Awards in a fiscal year are exempt from Federal Audit requirements for that year, but records must be available for review or Audit by appropriate officials of the Department of Health and Human Services, General Accounting Office and the State of New York.
 - i Whenever a Contractor determines that total federal award expenditures for a given fiscal year will be less than \$500,000 and an A-133 Audit is not required, the Contractor shall notify the Department's Contract Administration Unit, in writing, of this determination not later than sixty (60) days following the end of the affected fiscal year.
- (c) Contractor shall provide the Department with written notice of Audit entrance and exit conferences with its auditors at least fifteen (15) business days prior to the scheduled date of each conference. The Department reserves the right to attend and participate in these conferences.
- (d) Contractor shall be responsible for ensuring that the Audit reconciles with the Final Financial Statements. Any discrepancies must be cited and explained in the Audit.

1.01 Program Reports

All CSBG Contractors and Delegate Agencies in New York State will participate in the Result-Oriented management and Accountability (ROMA) system approved by the US Department of Health and Human Services.

- (a) Periodic Progress Reports (PPR): Each Contractor shall prepare and submit PPRs documenting progress toward achieving the indicators and/or outcomes as stated in the approved Work Plan. (See 2.01(a))
- (b) Not later than thirty (30) days following the end of the contract period, the Contractor shall submit a Final Program Progress Report detailing the activities conducted, indicators addressed, and outcomes achieved through the use of the grant award.

1.02 Upon request by the Department, the Contractor shall provide other reports, surveys, or questionnaires as the Department determines to be necessary to carry out its responsibilities in administering the program.

II. Funding Allocation; Payments and Reports

2.00 (a) Total Grant Award for CSBG Workforce Development Discretionary Grant: \$100,000

(b) Project Period this award: October 1, 2012 – September 30, 2013

(c) Total Project Cost shall consist of the Total Grant Award, as set forth in § 2.00(a) and a Local Share equivalent to at least twenty five percent (25%) of the Total Grant Award.

2.01 (a) Subject to the availability of funds, submission of properly executed State Vouchers requesting payments and compliance by the Contractor with the Financial and Program reporting requirements of this contract, payments will be in accordance with the following:

- i. FIRST PAYMENT - Upon full execution of this Agreement a payment will be issued in the amount of twenty-five percent (25%) of the funds granted by this award.
- ii. SECOND PAYMENT - Upon receipt and approval a Financial Report documenting at least twenty percent (20%) of the Total Grant Award, as set forth in Section 2.00 above; and receipt and DOS approval of a Program Progress Report (PPR #1) prepared by the Contractor documenting measurable progress toward achieving outcomes as stated in the attached Work Plan, a payment will be issued in an amount equal to twenty-five percent (25%) of the Total Grant Award, as set forth in Section 2.00.
- iii. THIRD PAYMENT - Upon receipt and approval of a Financial Report documenting expenditure of at least forty-five percent (45%) of the Total Grant Award, as set forth in Section 2.00 above; and receipt and DOS approval of a Program Progress Report (PPR #2) prepared by the Contractor documenting measurable progress toward achieving outcomes as stated in the attached Work Plan, a payment will be issued in an amount equal to twenty-five percent (25%) of the Total Grant Award, as set forth in Section 2.00.
- iv. FOURTH PAYMENT - Upon receipt and approval of a Financial Report documenting expenditure of at least seventy percent (70%) of the Total Grant Award, as set forth in Section 2.00 above, and seventy percent (70%) of the Local Share budgeted for this award; and receipt and DOS approval of a Program Progress Report (PPR #3) prepared by the Contractor documenting measurable progress toward achieving outcomes as stated in the attached Work Plan, a payment will be issued in an amount which when added to the previous payments will represent one hundred percent (100%) of the Total Grant Award, as set forth in Section 2.00.

(b) A final Program Progress Report (PPR #4), for the contract period, must be submitted no later than October 31, 2013 and will be the final program document from which outcomes will be reported to the national CSBG ROMA reporting system; ability to achieve and document outcomes may be used to determine future funding.

(c) The Final Financial Report must be submitted no later than October 31, 2013. The Final Financial Report and the Audit will be the final project budget documents from which preliminary and final determinations of allowable costs will be made.

III. Fiscal, Audit Resolution and Procurement

3.00 The Department of State administers programs in compliance with Article 15-A of the Executive Law of New York State, including the Minority and Women-owned Business Enterprise (MWBE) Program and the Equal Employment Opportunity (EEO) component. Refer to Appendix A-1, Section XVII of this document.

3.01 (a) The Contractor shall comply with and maintain written procedures for the procurement of all supplies, equipment and services, including bookkeeping, Audit and legal services, provided these procedures comply with the following terms and conditions:

- i. Purchases not exceeding \$15,000. The Contractor may purchase commodities and services from, or may contract directly with, a responsible vendor of its choice for aggregate purchases not exceeding \$15,000. While competitive bidding is not required, Contractors should document steps taken to ensure that prices are reasonable in light of terms and prices offered by competitors.
- ii. Purchases in excess of \$15,000 but not exceeding \$50,000. A Contractor may purchase commodities and services in accordance with i. above, with the added requirement that written confirmation by the successful vendor setting forth terms and conditions must be obtained and retained in the Contractor's file along with the basis for determining that the offered price is reasonable, or may contract by either of the following:

Alternate A - If the Contractor has identified a responsible minority and/or women-owned business source and has determined that the price offered is reasonable, the Contractor may purchase directly from the identified source. The Contractor shall document and keep on file the Contractor's basis for determining that the offered price is reasonable and obtain a written quotation from the vendor showing terms and conditions.

Alternate B - The Contractor may structure formal bidding using the procedure set forth in iii. below, which is required for all purchases in excess of \$50,000.

- iii. Purchases in excess of \$50,000. The Contractor shall structure formal competitive bidding. A minimum of five sealed bids shall be solicited from responsible bidders offering such commodities or services. Bidding requirements established by the Contractor shall enable all bidders to engage in bidding on a competitive basis.

- (b) The Contractor shall document the process followed in selection of the most responsible lowest bidder.
- (c) The Contractor shall make every reasonable effort to obtain competition before the purchase of commodities or services. The Contractor must document and retain for Audit any situation where reasonable competition is not available.

3.02 Interest

Any Interest Income generated from payments made under the terms of this Agreement shall be retained by the Contractor and used to provide services and activities to low-income persons.

3.03 Books and Records

- (a) The Contractor shall maintain separate books and records for funds received through the CSBG Program and maintain cash accountability for In-Kind Revenues.

- (b) The Contractor shall maintain books and records pertaining to performance of the Work Plan under this Agreement in a manner as to allow required reports to be submitted consistent with generally accepted accounting principles.
- (c) The Contractor shall retain such books and records for a period of six years after submission to and approval of the final Audit by the Department.
- (d) The Contractor shall make such books and records available to authorized representatives of State and federal governments for Audit, inspection and copying upon reasonable request during business hours.

3.04 Program Income, Inventions, Patents and Copyrights

Any Income, including royalties from copyrights and patents, earned by the Contractor during the term of this Agreement as a result of the performance of the services set forth in the Work Plan shall be used to increase the scope of the Project.

3.05 Preliminary Close-Out

- (a) Upon receipt of the Final Financial Report, the Department shall review the Report and make a preliminary determination of any Unexpended Allocation or questioned cost.
- (b) The Contractor shall be notified in writing of the results of the review and the determination of any Unexpended Allocation.

3.06 Audit Resolution

- (a) The Department shall issue an Audit Review Report including a management decision for Audit findings that relate to Federal Awards it makes to the Contractor within 6 months of receipt of the Audit report. The Contractor shall initiate corrective actions cited in the Management decision within 6 months of receipt of the report.
- (b) The Contractor shall have thirty (30) days after receipt of the Audit Review Report to object in writing to such Report. Any objection to such Report is waived unless received by the Department within thirty (30) days of the date such Report is received by the Contractor.
- (c) Written objections filed by the Contractor shall be reviewed by the Department. The Department shall respond in writing within thirty (30) days after receipt of the objections.
- (d) The Contractor will be allowed thirty (30) days after receipt of the Department's written response to request an Audit Resolution Conference. If a Conference is not requested within thirty (30) days of receipt by the Contractor of the Department's written response, the Audit Review Report, as may be amended, becomes final, and Contract shall initiate corrective actions within 6 months of receipt of the original report.

IV. Review, Inspection and Monitoring

- 4.00 (a) The Department will conduct periodic onsite program and fiscal monitoring to verify program accomplishments and adherence to applicable federal and State statutes, rules, and regulations; the CSBG management plan; this agreement; and, other applicable policies, procedures and memoranda.
- (b) Representatives of the Department may attend grantee board and committee meetings.

- (c) All visits, inspections, audits, and other monitoring by the Department shall be done on reasonable notice to the Contractor or delegate agencies, if any, to the maximum extent possible. However, the Department reserves the right to make unannounced visits, site inspections to Contractors and delegate agencies, and to attend the Contractor's Audit entrance and exit conference.
- 4.01 Representatives of the Department shall have the authority to reject any Work, services, and activities performed by the Contractor which do not conform to the Contract Documents and were not conducted in accordance with applicable federal and State statutes, rules and regulations.
- 4.02 Representatives of the Department shall have the authority to conduct mandatory reviews, assessments, and inspections of services performed by the Contractor in accordance with State and federal laws and regulations; the CSBG Management Plan; the approved budget and Work Plan; and, any memoranda issued by the Department, as they, in good faith, deem reasonable and necessary to ensure that the Work is being performed in compliance with the Contract Documents.
- 4.03 The Contractor agrees to cooperate with the Department and its representatives at all times and to promptly implement and comply with any and all corrective actions required by the Department in accordance with the Department's statutory monitoring and oversight responsibilities.
- 4.04 Representatives of the Contractor shall meet with representatives of the Department at such times as the Department shall request in order to advise and inform the Department on any and all matters related to the administration of the CSBG program.
- 4.05 The delegated duties, responsibilities, and limitations of authority of the Department's representatives shall not be modified or extended without written consent by the Secretary of State.

V. Payment Office

- 5.00 (a) Vouchers, Audits, and periodic financial reports shall be submitted only to the Contract Administration Unit (CAU), Department of State, 99 Washington Avenue, Suite 1110, Albany, New York 12231. Should the Department notify the Contractor that its voucher contains any claim for payment that is incomplete or contains any claim for payment that is not in compliance with this Agreement, the Contractor shall take corrective action in a timely manner.
- (b) Contract Amendments, Budget Amendments, Program Progress Reports, and Annual Program Reports shall be submitted only to the assigned program analyst or as otherwise directed by the Department of State through written correspondence.

APPENDIX D
Sample Program Workplan

Contract #:

Recipient Organization Name:

NARRATIVE:

APPENDIX E

NOTICES

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

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

State of New York Department of State
Name: Tim Brogan
Title: Program Administrator
Address: One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001
Telephone Number: (518) 473-4301
Facsimile Number: (518) 486-4663
E-Mail Address: Timothy.Brogan@dos.ny.gov

Contractor Name:	
Name of Contact Person:	
Title:	
Address:	
Telephone Number:	
Facsimile Number:	
E-Mail Address:	

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/ billing, resolving issues and problems and/or for dispute resolution.

APPENDIX X

Agency Code: **3800000/DOS01**
Contract Period _____

Contract Number _____
Funding for Amendment \$ _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office in Albany, New York (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of contract number noted above, as amended herein and noted below.

Type of contract modification:

- Renewal
- No Cost Time Extension
- Amendment: _____
- Attached Appendices: _____

Revised total contract value: \$ _____

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

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

(print name)

By: _____

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

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

STATE OF NEW YORK)
COUNTY OF _____) ss:

On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

By: _____

By: _____

Date: _____

Date: _____

**Attachment 7 – MWBE forms and Instructions
(Minority/Women Owned Business Enterprises)**

1- **M/WBE Description and NYS LAW**

2- **Form A** – Utilization Plan

3- **Form B** – Waiver (to be completed ONLY if a waiver is being requested)

4- **Form C** – Staffing Plan

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the Department of State (hereinafter "DOS") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of DOS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOS establishes goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOS hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how DOS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

I. MWBE Utilization

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with 5 NYCRR §142.8:

- A. Bidders are required to submit a MWBE Utilization Plan on Form A with their bid or proposal. Any modifications or changes to the 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 DOS.
- B. DOS will review the submitted MWBE Utilization Plan and advise the Bidder of DOS acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the DOS:
Office of Affirmative Action Programs
99 Washington Avenue, Albany, New York 12231
Phone: (518) 473-2507; Fax (518) 473-9211

a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOS to be inadequate, DOS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form B. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- D. DOS may disqualify a Bidder as being non-responsive under the following circumstances:
- a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If DOS determines that the Bidder has failed to document good faith efforts.

Contractors shall 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 DOS, but must be made no later than prior to the submission of a request for final payment on the Contract.

II. Non-Compliance

- A. In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DOS may withhold payment from the Contractor 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.
- B. In addition, 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.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall 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.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form C) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the DOS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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

FORM A

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. Attach additional sheets if necessary.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Project/Contract No.:

M/WBE Goals in the Contract: MBE 10% WBE 10%

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 com- ponent 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 C.

<p>PREPARED BY (Signature): DATE:</p> <p>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.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">TELEPHONE NO.:</td> <td style="width: 50%;">EMAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">FOR M/WBE USE ONLY</td> </tr> <tr> <td>REVIEWED BY:</td> <td>DATE:</td> </tr> </table> <p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____</p> <p>Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	TELEPHONE NO.:	EMAIL ADDRESS:	FOR M/WBE USE ONLY		REVIEWED BY:	DATE:
TELEPHONE NO.:	EMAIL ADDRESS:						
FOR M/WBE USE ONLY							
REVIEWED BY:	DATE:						

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

Note:

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

FORM C 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 _____

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 Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

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

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) 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 off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
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 DOS 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**