

New York State Department of State

Office for New Americans

REQUEST FOR APPLICATIONS

RFA #12 – ONA - 09

Office for New Americans Neighborhood-based Opportunity Centers

Targeted for Albany, Bronx, Dutchess, Erie, Kings, Monroe, Nassau, New York, Oneida, Onondaga, Orange, Queens, Richmond, Rockland, Suffolk, Tompkins, Westchester Counties

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.
Project Start Date: October 1, 2012

CONTACT INFORMATION

General Program Information/Inquiry

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Proposal Submission

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I. INTRODUCTION

As Governor Andrew M. Cuomo said during his second State of the State address, “we are a state of immigrants ... [w]hile other states build walls to keep people out, we open our arms and we invite people in.” Today, 4.2 million immigrants live in New York State, and one in four New Yorkers of working age is foreign born¹. Like generations of new Americans before them, today’s new Americans come looking for the opportunity to live the American Dream. By developing the talents and entrepreneurial spirit of new Americans in our state, we can reinvigorate our economy. To do this, Governor Cuomo created the Office for New Americans to ensure that our State’s many newcomers have the opportunities necessary to realize their full potential and become part of the family of New York.

The New York State Office for New Americans (ONA) will promote programs that encourage new Americans to fully participate in New York State civic and economic life by providing English-for-Speakers-of-Other-Languages training, helping legal permanent residents navigate the path to citizenship and encouraging entrepreneurship. Finally, it will take steps to protect new Americans as they transition to full participation in New York’s communities.

This Request for Applications (RFA) seeks organizations or a consortium of organizations within counties of the State with high concentrations of newcomers² and incidents of poverty to establish a network of neighborhood-based “Opportunity Centers” (ONA Opportunity Centers) throughout the State where immigrants will be supported through the use of unique programming, including the use of professional staff, in-class technology and community volunteers, to expand English-for-Speakers-of-Other-Languages (ESOL); help eligible youth participate in the new federal deferred action process; support interested eligible new Americans through the naturalization application process; and, open entrepreneurship opportunities to new Americans. Additionally, these ONA Opportunity Centers will also partner with other community-based and government agencies to coordinate and/or host additional programming and support for new American communities.

Successful applicants, as organizations or consortium of organizations, will perform the tasks described herein via the dedicated ONA Opportunity Center funding in dedicated space and with dedicated staff. Each organization or consortium of organizations hosting Opportunity Centers will receive a grant of up to \$150,000 for the first year, with the possibility of renewal for two additional years. Additionally, ONA Opportunity Centers that serve more students for ESOL and naturalization than is set forth in the Required Activities section of the RFA are eligible for up to \$25,000 in additional funds per year, for an annual total contract value of up to \$175,000. Such grants, subject to review and availability, may be renewed annually for up to two years. Each applicant for this funding must describe the type of programming it will offer, staffing levels, detailed budget, initial and on-going staff training it will provide, amount of space dedicated to this mission, and how it will ensure implementation of the required activities described in detail below.

This RFA complements a simultaneously released RFA that will support the creation of ONA Legal Counsels and ONA Board of Immigration Appeals Trainer (ONA BOA Trainer). More information about this separate RFA is available at www.dos.ny.gov/funding. Please note that eligible organizations or consortiums of organizations applying to host an ONA Opportunity Center are not restricted from applying to host an ONA Legal Counsel or to serve as the ONA BIA Trainer.

¹ Census 2010, New York State data

² These are counties with at least 15,000 foreign-born in population or where the percent of the foreign born residents in the county meets or exceeds 12%, according to the 2010 Census

II. FUNDING AND PROJECT PERIOD

Funds for this Request for Applications (RFA) are a combination of State funds from the New York State Aid to Localities budget and federal Community Service Block Grant (CSBG) funds. The 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. Recipients of these CSBG funds are required to demonstrate that all clients receiving services funded with CSBG funds have an income at or below 125% of the US Department of Health and Human Services (US DHHS) 2012 Poverty Guidelines (see Appendix B). Use of the State funds does not have this requirement. Each funding source will be used according to these requirements. There will be no shifting of funds between funding priorities. Organizations receiving funding should first exhaust CSBG funds for allowable costs under the guidelines, before applying State funds to these costs.

The Department of State (DOS) through the New York State Office for New Americans (DOS/ONA) is making approximately \$5,250,000 available to fund awards not to exceed \$150,000 for the first year to organizations or a consortium of organizations to establish a neighborhood-based ONA Opportunity Centers throughout the State, with the possibility of renewal for two additional years. Additionally, ONA Opportunity Centers that serve more students for ESOL and naturalization than is set forth in the Required Activities section of the RFA are eligible for up to \$25,000 in additional funds per year, for an annual total contract value of up to \$175,000. Such grants, subject to review and availability, may be renewed annually for up to two years. Each applicant for this funding must describe the type of programming it will offer, staffing levels, detailed budget, initial and on-going staff training it will provide, amount of space dedicated to this mission, and how it will ensure implementation of the required activities described in detail below.

A schedule of the eligible counties and the proposed number of awards in each, as well as client county residency, are provided in Appendix A. Only those applications receiving a score of 70 or higher out of 115 will be eligible for funding. This may mean that a county targeted for one or more ONA Opportunity Centers may be awarded less than proposed if the applicants from that area do not meet this minimum threshold. Funding in subsequent years is contingent upon funds being appropriated in the State budget, federal budget and the organization's ability to meet the program requirements in year one of the contract as stipulated in this RFA. Renewals will also be based on performance.

No carryover of unspent funds will be permitted with this program.

Payment Methods & Reporting Requirements

1. The DOS may, at its discretion, make an advance payment to not-for-profit contractors in an amount not to exceed twenty-five (25) percent.
2. The contractor will be required to electronically submit on a quarterly basis a financial report and report of program activity to the State designated payment office.

Contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for quarterly vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Secretary, in the Secretary's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in

accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-486-1255. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Secretary has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (DOS/ONA) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Quarterly vouchers.

3. The contractor will be required to submit the following quarterly reports:
 - a. quarterly narrative and fiscal report of program activities
 - b. quarterly submission of an extract and an aggregate report containing all data as specified by the State
 - c. Financial audit report
4. Satisfactory completion of and documentation for all services outlined in this RFA will allow the organization or consortium of organizations hosting the ONA Opportunity Center to be reimbursed for allowed expenses up to \$150,000. ONA Opportunity Centers which serve more students for ESOL and naturalization are eligible for additional funds up to a total of \$25,000 making for a total award of \$175,000. More information is available in the Payment Structure section. Organizations or consortium of organizations must provide allocation information for funds granted above the \$150,000 base amount.
5. Reimbursement for computers, tablet devices and associated technology costs (hardware, software) are capped at \$25,000 of the award. (See Appendix C for M/WBE compliance)

All payment and reporting requirements will be detailed in the contract. Additional information is contained in Sections XIII and XIV of this RFA.

If an organization or consortium of organizations wishes to host more than one ONA Opportunity Center in the same or different counties, the organization or consortium of organizations must submit all required applications documentation per proposed ONA Opportunity Center.

Payment Structure

The DOS/ONA proposes to support ONA Opportunity Centers with a base amount of \$150,000 from CSBG and State funds paid out on a reimbursement basis for eligible costs, twenty-five percent of which will be distributed on or around October 1, 2012. It is expected that organizations or consortiums of organizations receiving funding will first exhaust CSBG funds for allowable costs under the guidelines, before applying the State funds to these costs.

Up to an additional \$25,000 will be made available to each ONA Opportunity Center that goes beyond requirements in terms of the number of English-language-learners trained and the number of new Americans assisted through the naturalization process. For each person above the RFA's expected number, DOS/ONA will reimburse \$225 per person assisted with naturalization and \$175 per person who has completed training in English, up to the amount of \$25,000. The requirements for these reimbursements are the same as for those to meet the RFA requirements, as set forth in the RFA.

Reimbursements for computers, tablet devices and associated technology costs (hardware, software) are capped at \$25,000, which must be billed to the base \$150,000.

Share Requirements

There is no cost share requirement for this program. Projects that supplement government funding with in-kind or other contributions are encouraged to do so and will receive favorable consideration. In addition, applicants may use their own funds to increase the capacity of the project. Applicants should clearly identify (1) budget items that are to be supported by state and federal grant funding, and (2) those items that are to be supported by in-kind contributions and/or other funding sources, along with an estimate of the value of these non-State or federal funding sources.

Funds requested under this announcement shall not be used to support activities described in the application that are currently supported with other funding. Also, grant funds shall not be used to support activities that are a normal part of the organization’s operations. Funds awarded under this RFA may not be used to pay an independent contractor or sub-contractor.

Eligible Funding Purposes

DOS/ONA grant funds may only be used for the purpose set forth in the agreement, and must be consistent with the statutory authority for the award. All costs must be allowable, reasonable, and necessary for the project as enumerated under OMB Circulars A-110, A-122, and A-133; if not, the application may be rejected or the award amount reduced accordingly. (See Appendix H, Links to OMB Circulars).

DOS/ONA funds may be used for the following purposes:

- To provide services to persons in the State under the color of the law, regardless of gender, race, color, national origin, sexual orientation, or religion;
- To provide resources to support the naturalization process, including curriculum, textbooks/materials, standardized assessments, etc.;
- To provide professional development and training for staff and/or volunteers related to the provision of the specified DOS/ONA services;
- Facility rental costs not to exceed more than 20% of the total approved budget;
- Equipment purchases directly related to and for dedicated use of the provision of services set forth in the agreement (e.g. computer or tablet devices and internet access, etc.); and/or
- Costs to develop materials and resources for use in grant-funded classes or to conduct outreach for grant-funded services. (Note: These materials must be approved by the DOS/ONA before they are implemented.)

Ineligible Funding Purposes

Ineligible funding purposes are those not adequately justified or which do not directly support the project. These include, but are not limited to:

- Cost-sharing or matching funds for other federal grants, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity
- Contingency provisions
- Child care services
- Fines and penalties
- Bad debts

- Donations or contributions
- Entertainment cost
- Idle facilities and idle capacity
- Interest expense
- Lobbying expense
- Losses on other sponsored agreements or contracts
- Construction, political activities, or activities otherwise prohibited under CSBG Act, 42 U.S.C. §9918
- U.S. Citizenship and Immigration Services (USCIS) application fees
- Costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions
- Profit/Fee is not allowable except when subcontracting for routine goods and services with commercial organizations
- Foreign travel
- Construction costs and purchase of real property under this funding opportunity
- Pre-award costs
- Funding for direct reimbursement of proposal development
- Costs for food or refreshments for staff
- Incentive items or gift cards
- General volunteer stipends
- Living allowances for any national volunteer service program participants
- Advertising for purposes other than the recruitment of students
- Public relations for other than reporting progress
- Promotional items and memorabilia
- Meetings relating to fund-raising
- General purpose equipment, e.g. office furnishings, air conditioning, reproduction and printing equipment
- Student travel
- Award certificates
- Capital improvements
- Food and alcoholic beverages

III. APPLICATION PROCEDURES

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

a. RFA QUESTIONS AND UPDATES

All questions regarding this 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 sent via email addressed to dos.sm.DCS@dos.ny.gov. When corresponding by e-mail, clearly indicate the subject as: *ONA Neighborhood-based Opportunity Centers Application, General Question*. No responses will be provided to inquiries made by telephone other than to request an RFA package.

Questions and answers will be posted on the *RFA Updates Posted* date as stated on the cover of this RFA at the following URL address: <http://www.dos.ny.gov/funding/>.

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.

b. APPLICATION SUBMISSION

One signed and complete original application, plus five exact copies of each application must be submitted (for a total of 6). All submissions must contain the complete application, including signature pages.

All applications must be delivered to:

Ms. LuAnn Hart, Contract Administration Unit
New York State Department of State
Bureau of Fiscal Management RFA #12-ONA-09
1 Commerce Plaza, 99 Washington Avenue, Suite 1110
Albany, NY 12231-0001

Electronic or fax copies will not be accepted. All applications must be complete to be considered for review.

Applications must be received by August 3, 2012. Late applications will not be considered.

IV. GENERAL PROGRAM SERVICES

Each ONA Opportunity Center will host various services. These services include (1) English-for-Speakers-of-Other-Languages Training, (2) New Deferred Action Process for Eligible Youth and Associated Work Authorization Assistance, (3) Naturalization Assistance, (4) Entrepreneurial Support, (5) Immigration Law Consultations and Provider Training, and (6) Access to Additional Opportunities.

The ONA Opportunity Centers will be the focal point for communities to embrace New Americans. Community volunteers will support the existing service infrastructure and provide needed assistance to professional service providers.

Throughout the contractual relationship, technical assistance and training will be provided by the Office for New Americans. The Community Action Angels network will provide ONA Opportunity Centers with on-site training on the use and integration of volunteers within the ONA Opportunity Centers.

We also encourage flexibility in scheduling service provision to optimize program participation.

English-for-Speakers-of-Other-Languages Training

Every new American who wants to learn English should have the opportunity to do so. Today, more than 1 million New Yorkers are Limited English Proficiency (LEP). Providing access to English-for-Speakers-of-Other-Languages (ESOL) training throughout the State is vital to the full participation of new Americans in New York's civic and economic life.

Each ONA Opportunity Center will provide at least 200 hours of ESOL training to more than 200 LEP clients per year, thereby dramatically expanding new Americans' access to English-language instruction in our State. Clients who receive the minimum 200 hours of ESOL training may be counted anew

as they progress into higher levels of proficiency. Organizations or consortium of organizations applying for an ONA Opportunity Center in rural communities or in places with poor public transportation options may adjust these requirements. This adjustment and a rationale must be provided in the application.

For example, a model for ESOL training will blend the use of trained teachers, community volunteers, and in-class use of a computer or tablet device for access to the ESOL learning software USA Learns (www.usalearns.org). Volunteers will not only help clients navigate the USA Learns site, they will also engage clients in conversations related to the content of each USA Learns lesson. This conversation practice portion of the lesson can be conducted one-on-one, or in small groups. A staff supervisor or certified teacher may be in the classroom to observe or provide guidance to the tutor/client during these sessions. It is believed that a cumulative 200 hours of USA Learns and conversation practice should produce demonstrable advancement. Volunteer training in the USA Learns model is provided through the USA Learns portal.

Other ESOL training models may be proposed in the application. Alternative models which incorporate technology into in-class instruction are preferred. Proposed alternatives must provide detailed work and accountability measurements.

Preference will be given to organizations or consortium of organizations that have a dedicated space for multiple computers or tablet device workstations. State funds in this pool may be used to purchase computers or tablet devices. To optimize attendance and better leverage mobile tablet devices in rural communities or in places with poor public transportation options, organizations or consortium of organizations may offer these funded activities off-site.

Regardless of the instruction model, all models are required to incorporate, recruit and train a significant cadre of community volunteers. These community volunteers will help with English instruction and link new Americans to their communities. Training of volunteers must be documented.

ESOL Participant Assessment and Follow-up

Initial student assessment should take place within the first twelve (12) hours of instruction to determine the competency level in oral English. Additionally, all students will be tested at intervals necessary to determine status and progress. The following intervals are recommended:

- Students in an instruction setting that meets less than ten (10) hours per week should be post-tested at the end of each 100 instructional hours.
- Students in an instruction setting that meets for ten (10) hours or more per week should be post-tested at the end of each 200 instructional hours.

For the USA Learns/volunteer model, the instruction setting is the combined time a client spends at the ONA Opportunity Center receiving teacher instruction and using USA Learns, as well as participating in conversation practice with an instructor or trained volunteer.

Student assessments and post-testing should be accomplished with the acceptable standard assessment instruments. These are: the Test of Adult Basic Education (TABE), version 9-10; the BEST Plus (computer or print-based); and/or the BEST Literacy. If an alternate evaluation method is proposed, it must be described in the application.

If using the teacher/USA Learns/volunteer model, the student will complete an additional USA Learns intake exam to assess where in the program the student will begin. At the end of each cycle, the students are given a post-test using BEST Plus.

Funding under this request for applications may only be used for adult education purposes. For inter-generational literacy programs, other funding sources should be sought to support the age-appropriate education to prepare children for success in school and life experiences component.

New Deferred Action Process for Eligible Youth and Associated Work Authorization Assistance

The Obama Administration announced that effective June 15, 2012 certain young people who were brought to the United States as children, do not present a risk to national security or public safety, and meet several key criteria, will be considered for relief from removal from the country or from entering into removal proceedings. Those who demonstrate that they meet the criteria will be eligible to receive deferred action for a period of two years, subject to renewal, and will be eligible to apply for work authorization. Federal and State authorities expect this new effort will trigger an increase in scams targeting immigrants.

DOS/ONA will help ensure that these young people have access to the support and resources necessary to emerge from the shadows and contribute to our society. Each ONA Opportunity Center will refer youth eligible for deferred action to the ONA Legal Counsel for a “consultation day” appointment (See “Host Immigration Law Consultations and Provider Trainings” section), to U.S. Bureau of Immigration Appeals (BIA) accredited representative, or to other appropriate legal counsel within the ONA Opportunity Center host organization or consortium of organizations. DOS/ONA expects the ONA Legal Counsel will serve as the primary contact for legal referrals.

Naturalization Assistance

The DOS/ONA will enable those foreign born New Yorkers who yearn to be U.S. Citizens to attain their dream. Nearly one million New Yorkers are eligible to naturalize, yet the annual number of naturalizations has fallen dramatically since 2008, when the federal government increased the naturalization fee per individual to \$595 from \$330 and made the English reading and writing portion of the naturalization exam more complex. Since then, the number of naturalizations nationwide has decreased by 40 percent; to about 619,000 in 2010 from over one million in 2008. New York State experienced a similar downward trend.

Each ONA Opportunity Center will assist new Americans with the naturalization process. Each ONA Opportunity Center will be required to use CitizenshipWorks, a web-based portal that provides access to online information, resources, and interactive self-help tools on citizenship and naturalization for immigrants. Access to CitizenshipWorks will be provided to all ONA Opportunity Centers at no cost to the ONA Opportunity Center. Additionally, the ONA Opportunity Center will be required to assist interested clients in adding a CitizenshipWorks application to their mobile phone device.

ONA Opportunity Centers will recruit volunteers to assist new Americans in completing citizenship applications and to welcome them to the family of New York. Each ONA Opportunity Center is expected to recruit a significant cadre of community volunteers to assist new Americans with the use of the CitizenshipWorks naturalization application assistance program, and to train the volunteers on substantive and procedural standards, as well as cultural issues affecting the new American population in their community. ONA Opportunity Centers will recruit and train volunteers to assist new Americans in using the software and completing their citizenship applications. ONA Opportunity Centers will collaborate with the ONA Legal Counsels to ensure legal review of all citizenship applications prior to submission to United States Citizenship and Immigration Services (USCIS). Client’s additional legal questions may be directed to an ONA Legal Counsel during the ONA legal counsel consultation days. ONA

Opportunity Centers will also coordinate CitizenshipWorks trainings for volunteers. This training for community volunteers must be documented.

Before implementing CitizenshipWorks, ONA Opportunity Center staff will receive training. Each ONA Opportunity Center will be provided technical support and training for the use of CitizenshipWorks, including consulting on how best to integrate the platform into existing workflows and best practices and lessons learned from other programs using CitizenshipWorks. This assistance is provided to all ONA Opportunity Centers at no cost to the ONA Opportunity Center.

Each ONA Opportunity Center will host at least four (4) citizenship drives per year, during which new Americans interested in becoming United States citizens will complete U.S. citizenship applications using CitizenshipWorks with the assistance of ONA Opportunity Center staff, volunteers, and the assigned ONA Legal Counsel. ONA Opportunity Centers may choose to provide additional legal support at the U.S. Citizenship drives, and the ONA Legal Counsel will be charged with recruiting pro bono attorneys to provide assistance. ONA Opportunity Centers are charged with publicizing each U.S. Citizenship drive in new American communities and ensuring that significant volumes of new Americans participate in the drives. Outreach for these drives and general information about the people served must be documented. These drives can occur throughout the designated service area. In rural communities or in places with poor public transportation options, these drives may occur on the same days as the ONA Legal Counsel consultation sessions.

Each drive should last a significant amount of time and provide a broad opportunity for new Americans to complete U.S. citizenship applications with the assistance of ONA Opportunity Center staff, volunteers, and ONA Legal Counsels. The ONA Legal Counsel will be at the ONA Opportunity Center during those days to answer legal questions related to naturalization and to review applications before the application is submitted. Each ONA Opportunity Center will recruit and manage volunteers who will provide assistance during these naturalization drives. ONA Opportunity Centers will also provide assistance with citizenship applications on a rolling basis. ONA Opportunity Centers will follow up with clients and document whether they took the exam, how they have done, and whether they became U.S. Citizens.

While these citizenship drives are an important component of the program, ONA Opportunity Centers will also assist new Americans with citizenship applications on a rolling basis through the CitizenshipWorks program. From these combined efforts, each ONA Opportunity Center will recruit and assist enough clients with naturalization to submit at least 100 citizenship applications to USCIS per year. ONA Opportunity Centers will collaborate with the ONA Legal Counsels to ensure legal review of all citizenship applications prior to submission to USCIS. Organizations or consortium of organizations applying for an ONA Opportunity Center in rural communities or in places with poor public transportation options may adjust these requirements. This adjustment and a rationale must be provided in the application.

Entrepreneurism Support

DOS/ONA seeks to harness the entrepreneurial spirit of new Americans by offering the support and access to capital necessary for them to start their own businesses in New York. Nurturing these entrepreneurial endeavors will grow our State’s economy and allow these individuals to fully participate in the state’s workforce and communities.

Each ONA Opportunity Center will host a “starting your own business seminar” at least four (4) times per year. These seminars will be conducted for the ONA Opportunity Center by regional New York State Small Business Development Centers (SBDC), Entrepreneurial Assistance Programs (EAP), and others at no cost to the ONA Opportunity Center. The ONA Opportunity Center will schedule the semi-

nars, provide training space, recruit and register clients for the seminars, and provide general administrative support. The ideal size of a class is between ten (10) to twenty (20) clients. Each ONA Opportunity Center will recruit and administer the attendance of between 60 and 100 students in entrepreneurial courses per year. Organizations or consortium of organizations applying for an ONA Opportunity Center in rural communities or in places with poor public transportation options may adjust the attendance requirements. This adjustment and a rationale must be provided in the application.

In anticipation of these seminars, ONA Opportunity Center staff will be provided training on entrepreneurship services in New York State and how to recognize entrepreneurial potential. Each ONA Opportunity Center will be required to refer interested clients to EAP classes and SBDC services. Outreach for these seminars and general information about the people served or referred must be documented.

Host Immigration Law Consultations and Provider Trainings

Each ONA Opportunity Center will host the ONA Legal Counsel during immigration law consultations held ten (10) to twelve (12) times per year. These consultations are half-day or full-day sessions in which the ONA Legal Counsel will meet one-on-one with various new Americans to discuss immigration law questions. ONA Opportunity Centers may choose to provide additional legal support at the consultation days, and the ONA Legal Counsel will be charged with recruiting pro bono attorneys to provide assistance. These one-time meetings are not expected to create ongoing attorney-client relationships between the participating attorneys and the persons served. The ONA Opportunity Centers will work with their assigned ONA Legal Counsel to schedule a mutually convenient legal consultation day approximately once per month, and the ONA Opportunity Center staff will schedule legal consultation appointments for the ONA Legal Counsel throughout the day. The ONA Opportunity Center will oversee the management/scheduling of these appointments. ONA Opportunity Centers will publicize the availability of immigration law consultation services at the ONA Opportunity Center, schedule client consultations, and manage walk-in clients during consultation hours. In rural communities or in places with poor public transportation options, these consultation days may occur on the same days as the citizenship drives. Outreach for these legal consultation days and general information about the people served must be documented.

Upon request of the ONA BIA Trainer, an ONA Opportunity Center will host BIA accreditation training which will be provided by the ONA BIA Trainer. The ONA Opportunity Center will work with the ONA BIA Trainer to schedule the BIA training, provide training space, recruit and register clients for the training, and provide general administrative support. Each ONA Opportunity Center will recruit and administer the attendance of students for the BIA trainings.

The ONA BIA Trainer and the ONA Opportunity Centers will ensure that immigrant service providers in the region are invited to attend the BIA trainings. The ONA BIA Trainer and the ONA Opportunity Center will bring together as many immigration service providers and other not-for-profit organizations as possible for each BIA training, even if providers must travel from other areas of the state. The ONA BIA Trainer will provide one-on-one assistance to ONA Opportunity Centers interested in obtaining BIA recognition.

Access to Additional Opportunities

ONA Opportunity Centers will develop and expand community relationships to maximize new Americans’ access to workforce training and other opportunities. In particular, ONA Opportunity Centers should work with nearby New York Department of Labor One-Stop centers and link new Americans to job training, interview skills training, resume writing workshops, and professional networking opportunities. These services may be hosted on-site. ONA Opportunity Centers should also provide new Americans with information about civic and community engagement opportunities, including information about Parent-Teacher Associations, School Board meetings, Head Start Programs and educational

opportunities for immigrants and their children. These Partnerships are further described in the Partnerships section of the RFA. ONA Opportunity Centers will also occasionally host events and trainings at ONA’s request.

Additionally, each ONA Opportunity Center will advise clients of the Office for New Americans multi-lingual, toll-free immigration assistance hotline, which responds to general questions about immigration and naturalization benefits, requirements and procedures.

It is suggested that a strong applicant will provide licensed day-care and or child-care services on-site during the training or service provision, to allow parents the ability to learn without worry of where they will place their child. DOS/ONA funds awarded under this RFA may not be used to provide these services.

ONA Legal Counsels

Selection of the ONA Legal Counsels is being handled in complementary RFA. It is not included in this RFA. Information regarding this RFA can be found at www.dos.ny.gov/funding.

Space

There must be space designated for the ONA Opportunity Center. This space should be described in the application.

Signage

Each selected ONA Opportunity Center will have an ONA Opportunity Center sign prominently placed in the exterior and the interior of the Opportunity Center’s location. The design, including the DOS/ONA logo, website and hotline, will be provided to ONA Opportunity Center host organization or consortium of organizations by DOS/ONA. The signage shall be conspicuously placed.

This logo and branding will also be required for placement on the homepage of each ONA Opportunity Center host, including on each member of a consortium. The logo should be visible to website homepage visitors without scrolling.

V. APPLICANT ELIGIBILITY

The DOS/ONA strongly encourages organizations with expertise in various program areas covered by the ONA Opportunity Center to put forth a joint application.

Consortium Policy for State and Federal Discretionary Grant Programs

A proposal from a consortium may include other agencies and organizations, which combine to provide comprehensive services. The proposals must clarify the roles, responsibilities and operating practices of each agency. A lead fiscal agency must be designated and provide at least 25% of the programming.

Applicants can form a consortium to apply for the grant. All organizations in the consortium must collectively complete and execute a Memorandum of Understanding (MOU) before submitting an application. In order to do so, the consortium must meet the following requirements:

1. The consortium must designate one of the participants to serve as the lead applicant and fiscal agent for the grant. The lead applicant must be an eligible grant recipient. All other consortium members must be eligible grant participants, as defined by the program statute or regulation. Eligible grant participants are defined below;

2. In the event a grant is awarded to a consortium, the grant or grant contract will be prepared in the name of the lead fiscal agent, not the partnership/consortium, since the group is not a legal entity;
3. The lead fiscal agent must meet the following requirements:
 - a. Must be an eligible grant recipient as stated below;
 - b. Must receive and administer the grant funds and submit the required federal and State reports to account for the use of grant funds;
 - c. Must require members of the consortium to sign an agreement as previously described with the fiscal agent that specifically outlines all services each partner agrees to provide;
 - d. Must be an active member of the consortium, (except where SUNY or CUNY Research Foundations are the fiscal agent);
 - e. Shall not act as a flow-through for grant funds to pass to other recipients. DOS/ONA has established a minimum level of 25% of direct programming be provided by the fiscal agent; and,
 - f. Must be responsible for the performance of any services provided by the partners, consultants, or other organizations and must coordinate how each plan to participate.

In addition, the lead applicant/fiscal agent is PROHIBITED from sub-granting funds to other recipients. The fiscal agent is permitted to contract for services with other consortium partners or consultants to provide services that the fiscal agent cannot provide itself.

4. If a consortium is proposed, the applicants must provide ESOL or naturalization assistance, or both.

Organization Participant Eligibility Requirements

The following organizations are eligible to apply or to be part of a consortium. Any one of these types of organizations can serve as a lead organization in a consortium:

- Community Action Agencies (CAAs); or,
- Not-for-profit organization with 501(c)(3) IRS status

Community-based organization shall mean any 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 section 159-e. 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 services to low-income persons directly or through contract, and

- Includes a board of directors that allows for maximum feasible participation of the poor, either through tripartite composition as required by NY Executive Law section 159-e(2) (for CAAs), or where more than 50% of its members reside in its service area as required by NY Executive Law section 159-e(4) (for CBO's).

Applicants are required to demonstrate that their use of the federal portion of the funds will address one or more of CSBG National Performance Indicators (NPI) (See Attachment F) and will result in clear and self-evident positive outcomes in the lives of low-income individuals and families.

Partnerships

Applicants are required to include partnerships with other non-profit organizations in their proposal. A partner organization is an organization which is not part of the consortium, yet which has agreed to provide additional or complementary direct services. Partner organizations will not receive a portion of the grant funds and thus will not be required to complete an MOU. We request that partner organizations provide a brief letter on letterhead expressing their support for the application and setting forth the commitment the organization is making to the application. This description should closely reflect the commitment outlined in the application.

Suggested partner organizations include, but are not limited to:

- Child care
- Education (early childhood through adult)
- Business and Labor
- Workforce Development and Local Economic Development
- Health and Mental Health, including programs that provide health literacy and support a healthy start for children
- Financial Institutions, including Voluntary Income Tax Assistance (VITA) centers
- Public Broadcasting, Libraries, Museums and other Cultural Institutions
- County Department of Social Services or New York City Human Resource Administration
- Community-Based Organizations, service agencies, and foundations
- Volunteer Organizations and organizations that provide mentoring, service learning, education and research internships, use of licensed professionals as tutors or career models in the school system
- Independent Living Centers and vocational rehabilitation programs
- Organizations that provide transition for incarcerated individuals
- Other programs that support community collaborations

Suggested services these partner organizations should provide include:

- On-site day-care or child-care services
- A continuum of literacy services from early childhood through adult, including strong support for parent involvement in their child's literacy development at home and engagement with the school system
- Assistance and support for at-risk youth to enable them to complete high school and succeed in postsecondary education or advanced training
- Postsecondary transition programs that enable out-of-school youth and adults to attain a high school equivalency diploma and succeed in postsecondary education
- Programs that enable out-of-school youth and adults who are receiving public assistance, food stamps, or families with family incomes less than 200% of the US DHHS 2012 Poverty Guidelines to obtain and retain employment, as

- Transition programs for youth and adults returning to the community from incarceration
- Workforce development programs, including apprenticeship, career and technical education, and career pathways
- Support for mature workers and senior citizens to enable them to stay out of poverty
- Support for individuals with disabilities and their families

In addition, each ONA Opportunity Center is encouraged to have a guiding coalition of stakeholders that includes government, education and community leaders with a clear commitment to developing the ONA Opportunity Center. Applicants are encouraged to detail the role of the guiding coalition in the planning and implementation of the ONA Opportunity Center, provide letters of commitment from all stakeholders, and provide evidence of strategic planning. These letters should provide detailed evidence of their role in supporting the ONA Opportunity Center.

VI. REQUIRED ACTIVITIES

This section discusses the required activities and documentation requirements for successful applicants. All services should be provided by the Office for New Americans Opportunity Centers with the support of the host organization or consortium of organizations. Organizations or consortium of organizations applying for an ONA Opportunity Center in rural communities or in places with poor public transportation options may adjust these requirements. This adjustment and a rationale must be provided in the application. Similar information is required when alternative methods for service delivery are utilized (when alternatives are allowed under the RFA “General Program Services”).

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	CONTRACTUAL DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Instruct client in English-for-Speakers-of-Other-Languages (ESOL) training using teaching professionals, community volunteers and technology	Each ONA Opportunity Center will provide English-for-Speakers-of-Other-Languages by integrating technology and community volunteers into client instruction.	(1) A record of the name, contact information of each client instructed (2) the associated number of hours of instruction received (USA Learns hours and volunteer conversation practice hours must be clearly delineated) (3) a report of the topics covered (e.g. USA Learns units completed, etc.) (4) The results of the BEST Plus pre- and post-instruction cycle exam, or results from a separate, comparable U.S. Department of Education approved evaluation instrument	More than 200 student will receive at least 200 hrs of instruction a year at each ONA Opportunity Center
Assist youth eligible for Deferred Action Process and associated Work Authorization Assistance	Each ONA Opportunity Center will refer youth eligible for deferred action to the ONA Legal Counsel for a “consultation day” appointment, BIA accredited representative or to other competent legal counsel within the ONA Opportunity Center host organization or consortium of organizations	(1) A record of the name, contact information of each client served or referred (2) the service provided and/or the name of the organization to which the client is referred	Clear documentation of all referrals

<p>Assist clients with naturalization application process</p>	<p>Each ONA Opportunity Center will provide assistance with the naturalization process</p>	<p>(1) A record of the name, contact information of each client assisted (2) the associated number of hours of assistance received (3) A record of the clients who were assisted in downloading/installing the free CitizenshipWorks naturalization exam preparation mobile phone application, available online (4) documented follow-up with client to verify they took the exam and identify whether they passed the exam and if they became a U.S. citizen.</p>	<p>100 submitted applications per ONA Opportunity Center. It is anticipated that it will take more than 100 clients to achieve</p>
<p>Recruit, train and manage community volunteers for ESOL instruction assistance/conversation practice</p>	<p>Each ONA Opportunity Center is required to recruit and train community volunteers to help the client through any instruction model. These volunteers must be integrated into the instruction model.</p>	<p>(1) A volunteer recruitment plan (2) A list with name, contact information and affiliation (if any) for each volunteer (3) The number of service hours provided and type (computer assistance, conversation practice session, etc) by each volunteer (4) Record of the amount and type of training completed by the volunteer</p>	<p>Significant volume of volunteers will be trained and involved</p>
<p>Recruit, train and manage community volunteers to assist clients to navigate CitizenshipWorks naturalization application form</p>	<p>Each ONA Opportunity Center is required to recruit and train community volunteers to help the client through the CitizenshipWorks naturalization assistance program.</p>	<p>(1) A volunteer recruitment plan (2) A list with name, contact information and affiliation (if any) for each volunteer (3) The number of service hours provided and type (computer assistance, interaction with the ONA Legal Counsel, direction to further CitizenshipWorks/other information, etc) by each volunteer (4) Record of the amount and type of training completed by the volunteer</p>	<p>Significant volume of volunteers will be trained and involved</p>

<p>Host entrepreneurial seminars</p>	<p>Each ONA Opportunity Center will be required to provide training space, scheduling of the seminar, recruitment of clients for the seminar, as well as registration for these seminars. Classes will be provided by Empire State Development Corporation-funded Entrepreneurial Assistance Program (EAP), the New York State Small Business Development Centers (SBDC) and others.</p>	<p>(1) Copy of staff hours logged and type of training for recognition of client of entrepreneurial potential (2) Record of names/contact information for clients who participated in the seminar (3) Record of the name/contact information for clients to whom referrals to other services was provided and documentation of what service and provider the client was referred</p>	<p>About 60- 100 students will be trained at each ONA Opportunity Center</p>
<p>Host BIA Trainings</p>	<p>Upon request of the ONA BIA Trainer, each ONA Opportunity Center will host Board of Immigration Appeals (BIA) accreditation training provided by the ONA BIA Trainer</p>	<p>(1) Record of names/contact information for organizations/individuals who participated in the BIA Training</p>	<p>Host as needed</p>

Provide additional services	Each ONA Opportunity Center will also provide access to additional supports through a combination of on-site programming/service delivery and referrals.	(1) A record of the name, contact information of each client served or referred (2) the service provided and/or the name of the organization to which the client is referred (3) A record and description of all on-site programming provided during the year apart from ESOL, Naturalization and Entrepreneurial training	Records of all on-site training/ programming and referrals
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ONA Opportunity Centers are expected to maintain standard record retention practices, have a record retention policy and adhere with all relevant federal, state and local record retention and privacy laws, regulations and guidelines.

Eligible Clients

Eligible program participants include non-citizens of the United States residing anywhere within New York State who have attained 16 years of age and are not enrolled or not required to be enrolled in secondary school under NYS law. Eligibility for deferred action process services is restricted to individuals under 30 years of age that meet other criteria established by the U.S. Department of Homeland Security.

Additionally, services to clients funded with federal grant money in this RFA are governed by the rules of the Community Service Block Grant, which specifies that recipients of these CSBG funds are required to demonstrate that all clients being served by funded projects have an income at or below 125% of the US DHHS 2012 Poverty Guidelines (Appendix B). Use of the State funds does not have this requirement, however it is suggested that federal CSBG funds be exhausted before State funds.

Designated Service Area

While eligible clients may reside anywhere within New York State, it is expected that each ONA Opportunity Center will confine its outreach activities to its respective designated service area proposed by the applicant. It should be no smaller than the whole county for counties listed in Appendix A as only targeted for one ONA Opportunity Center. Please note that an organization or consortium of organizations can apply to serve multiple counties by sending in individual applications per proposed ONA Opportunity Center.

VII. COMPLETING THE APPLICATION

The narrative portions of the application should be typed in Microsoft Word, double-spaced, using Times New Roman font size 12, and margins no narrower than .75/right-left, and .5/top-bottom. Applications that do not follow these standards or exceeds the page limit will not be reviewed.

VIII. EVALUATING THE APPLICATION

All proposals received by the deadline will be reviewed, provided that all other requirements set forth in the RFA are met. One signed and complete original application and 5 exact copies must be submitted to the Department of State and received by August 3, 2012. Late applications will not be considered. Additionally, the funding requested cannot exceed \$150,000 and will have an approximate start date of October 1, 2012 (NOTE: The total funding requested does not include cost-sharing or in-kind donations.) A separate budget must be included for the organizations and consortium of organizations interested in accessing the additional \$25,000 funding for services beyond the minimum requirements. This separate budget will be evaluated as part of the overall budget. Organizations and consortium of organizations will not be penalized if they do not apply for the additional \$25,000. The applicant must be an eligible entity as defined in Section V of this RFA.

The following documents must be included with the Application in order for the submission to be complete. Failure to meet the following criteria will deem the application incomplete, and it will be subject to disqualification.

1. Project Summary (Page Limit: one page): Should include
 - a. description of services and activities;
 - b. description of the service area or region proposed to be covered;
 - c. expected results and outcomes; and,
 - d. an estimate of the overall budget for the first year of the program (not to exceed \$175,000). (NOTE: A separate budget, as lined out in Appendix E, must be included for the organizations and consortium of organizations interested in accessing the additional \$25,000 funding for services beyond the minimum requirements. The request for minimum requirement funds cannot exceed \$150,000.)
2. Program Proposal (Page Limit: 10 pages): Should describe
 - a. applicant's qualifications to serve as a host for an ONA Opportunity Center,
 - b. partnerships and resources that will fortify implementation of the Required Activities,
 - c. plan for integrating the ONA Legal Counsel's activities into the applicant's organization, and
 - d. program approach and strategy for measuring success.
3. Proposed Implementation Timeline (Page Limit: one page)
4. Price Proposal:
 - a. Narrative (Page Limit: two pages)
 - b. Budget Summary Form (Appendix E)
5. Documentation of not-for-profit and/or public status (e.g. letter of incorporation, etc.)
6. Minority and Woman-Owned Business Enterprise (M/WBE) Compliance documentation (A/B &C) (see Appendix C to this RFA)

Proposals will be reviewed in accordance with the scoring criteria by a review panel organized by the New York Department of State not affiliated with any applicant organizations. Applications will be reviewed competitively.

To be selected as an ONA Opportunity Center, an organization or consortium of organizations should demonstrate understanding of the needs of immigrants in New York State and knowledge of the services available to those immigrants through community based organizations, state and local governments, and other service providers. Applicants also should have a history of developing effective collaborative relationships with community-based organizations, and the ability to serve the region that they propose to cover. Finally, applicants should be able to attract outstanding staff to serve its clients.

Factors considered in arriving at a final score also include:

- The content of the applicant’s proposal that demonstrates the applicant’s ability to perform under a contract;
- The applicant’s experience with, and knowledge of, specific cultural and linguistic needs of the eligible service population;
- Sufficient proposed project staff, in number and qualifications; and,
- The demonstrated ability to provide comprehensive program services in New York State.

DOS/ONA reserves the right to conduct site visits and solicit the opinion of an applicant’s other funding sources, including, but not limited to reference checks, prior to making a funding decision.

Each proposal will be scored on an established evaluation form. Points will be awarded as shown.

In evaluating each application, DOS/ONA will consider the following criteria, which will be weighted in accordance with the point scale described below, for a total possible score of 115 points. An organization or consortium of organizations must score at least a 70 to be considered for an award.

Application Information

(Pass/Fail)

The following criteria must be met to qualify applications for consideration; failure to meet the criteria will result in disqualification of the application.

1. Application **MUST** be received by the stated due date and time; and,
2. Applicant is a Not-for-profit organization with 501(c)(3) IRS status and is a CAA or CBO as defined in Section V of this RFA;

Once an application is determined to pass the basic criteria noted above, it will be reviewed for content. The corresponding values indicate the importance that DOS/ONA places on each evaluation criterion. Competing applications will be reviewed and evaluated against the criteria below.

a. ORGANIZATIONAL EXPERIENCE AND CAPACITY 15 points maximum

1. Applicant should describe the organization or consortium of organizations and demonstrate its/their ability to recruit and support outstanding staff capable of fulfilling the required activities
2. Applicant should demonstrate its understanding of the needs of immigrants in New York State and knowledge of the services available to those immigrants through community based organizations, state and local governments, and other service providers
3. Applicant should demonstrate prior organizational experience developing productive partnerships with community agencies

4. Applicant should demonstrate ability to serve the region that it proposes to cover through its ONA Opportunity Center
5. Applicant should demonstrate language capabilities and cultural competence matching the languages and cultures of the service area

b. PARTNERSHIPS AND RESOURCES 15 points maximum

1. Applicant should describe pre-existing organizational relationships with organizations that can assist in providing these or related services to new Americans in the selected region
2. Applicant should describe new partnerships and relationships with organizations in the region that it proposes to cover through its ONA Opportunity Center
3. Applicant should describe other funding sources currently supporting the provision of required services by the organization or consortium of organizations and the specific projects or activities funded thereby
4. Applicant should describe other funding sources that it will use to support the required activities described in this RFA

c. PROJECT DESCRIPTION 25 points maximum

1. Applicant should describe its strategy for performing the required activities described in this RFA
2. Applicant should describe any additions/changes proposed for the models presented in this RFA

d. OUTCOMES AND INDICATORS 20 points maximum

1. Applicant should describe the outcomes it intends to achieve by engaging in the required activities described in this RFA
2. Applicant should describe the indicators that it will use to measure its success in performing the required activities described in this RFA

e. BUDGET 20 points maximum

1. Applicant should provide a detailed and realistic budget for the 2012-2013 year containing allowable, reasonable, and necessary costs, using the ONA Opportunity Center budget summary form (see Appendix E)
2. Applicant should include a narrative description (less than 2 pages) clearly linking costs to specific proposed services and activities
3. All ONA Opportunity Center activities should be clearly justified in the budget and should be directly related to RFA mission

f. M/WBE COMPLIANCE 5 points maximum

1. Applicant should submit all required forms indicating how the organization or consortium of organizations will comply with M/WBE requirements (Appendix C)

g. SECOND LEVEL REVIEW - ADDITIONAL POINTS 15 points maximum

1. The New York Secretary of State or his designee may award up to a total of fifteen (15) additional points per application to take into account geographic and ethnic diversity in the State and within counties.

IX. 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 that respond to the evaluation criteria within the context of this program application announcement. The contract awards will be made to the applicants whose proposals are determined to best meet the criteria for proposal evaluation and selection set forth in this RFA.

Initial DOS/ONA Screening: Each application will be screened by a DOS/ONA preliminary review team to acknowledge its receipt by the closing date and time, whether the amount requested exceeds the stated ceiling, and to determine its completeness. Applications exceeding the funding limit will be disqualified; applicants will be notified of such disqualification. Applications that do not provide all required supporting materials will be disqualified; applicants will be notified of such disqualification.

First level review: Applications that pass the initial screening will be evaluated individually by a DOS/ONA Review Team. Reviewers will use the evaluation criteria listed herein to review and score applications. Each reviewer will assign a score up to a maximum of 115 points 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) will review each application and award up to 15 additional points per application, for a total maximum score of 115 points.

Awards: A minimum final score of 70 must be achieved to be considered for an award. Up to 30 grants of up to \$175,000 per award per year will be made based on rank order of final scores within each region and constrained to the number of awards specified in Appendix A (Note \$150,000 for each to organizations or a consortium of organizations to perform the tasks laid out in this RFA. ONA Opportunity Centers which serve more students for ESOL and naturalization are eligible for up to \$25,000 in additional funds for a total of up to \$175,000). DOS/ONA reserves the right to offer partial or no funding to any applicant if its application cannot be fully funded within the funds remaining. In the event that any awardee fails to satisfactorily negotiate a proper contract, funding may be awarded to the next highest-scoring applicant, consistent with the process, described below, to be used in the event of increased funding.ate.

In the event that the final funding amounts are less or greater than the amounts published here, the DOS/ONA reserves the right to reduce or increase the number of awards granted and/or to reduce or increase the amounts of the awards granted to successful applicants.

Reduced Funding: DOS/ONA will use the methods below in the order presented

1. In the event that changes in available funds result in a reduction in the number of awards, the reduction will be based on the elimination of applicants proposing to serve those counties which are least impacted by the immigrant population as a percentage of the county population

2. DOS/ONA also reserves the right to fund applicants to cover all of the impacted counties on the list at an amount less than requested based upon the proportion of the immigrant population of the county in relation to the other counties as a percentage of the total number of affected immigrants

Increased Funding or if circumstances otherwise allows DOS/ONA to fund additional contractors, DOS/ONA will use the following methodology.

1. In the event that changes in the amount of funds result in an addition to the number of awards, the additions will be based on the inclusion of applicants in those counties which are most impacted by the immigrant population. DOS/ONA reserves the right to subsequently reconsider eligible proposals submitted in response to this RFA, using the same scoring criteria and award methodology
2. In the case where DOS elects to award contracts at reduced rates and funding later becomes available, awards may be increased in the same proportionate measure up to the total amount requested by each applicant

DOS/ONA may request and grantees must provide updated information at the time either of these situations occurs. DOS/ONA also reserves the right to issue a new RFA to solicit new proposals and/or add newly eligible counties.

X. CONTRACTING REQUIREMENTS

Standard Contract: Successful applicants must enter into a standard contract with the Department of State (DOS) which includes an approved budget and work plan, any attachments or exhibits, and standard clauses required by the NYS Attorney General for all state contracts including Appendix “A” along with Article 15-A of the New York Executive Law. Appendix C of the contract includes financial reporting requirements, including procurement procedures. 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 as Appendix D. Sample contracts *should not be submitted* with this proposal; successful applicants will receive a standard contract package to complete at that time.

Project Period: The project period is anticipated to be October 1, 2012 through September 30, 2013, with the option of two one-year renewals. Failure to incur all expenses or complete all identified outcomes in the stated period will result in the 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 *New York Department of State* or the Office of the State Comptroller’s Help Desk for a copy of the paper form.

XI. AWARD ADMINISTRATION INFORMATION

It is anticipated that applications will be reviewed during August 2012 and that successful applicants will be notified of funding decisions on or about August 31, 2012. Grant awards will have a start date of approximately October 1, 2012. 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.

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

Opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing by October 1, 2012 to the same address to which applications are submitted.

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

1. Withdraw the RFA at any time, at the Department's sole discretion;
2. Make an award under the RFA in whole or in part;
3. Disqualify any applicant whose conduct and/or application fail to conform to the requirements of this RFA;
4. Seek clarifications and revisions of applications;
5. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or other information submitted by the applicant in response to the Department's request for additional information in the course of evaluation and/or selection under the RFA;
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;
15. Not to make any awards pursuant to this RFA; and,
16. Reject any or all applications received in response to the RFA.

This RFA does not commit DOS/ONA to award any contracts, to pay the costs incurred in the preparation of a response to this RFA, or to procure or contract for services.

XII. CONTRACT DEVELOPMENT PROCESS

DOS/ONA will begin the contract development process with the successful applicants when the award is announced. Successful applicants may be asked to provide updated work plans and payment schedules that specify the services to be delivered, project goals, payment points, claiming process, and other information. The contract will include, but not be limited to, standard terms and conditions such as confidentiality of records, publications, and contract termination. The contract will constitute a legal agreement between the selected applicant and DOS/ONA and will be in force for the full period of the contract.

The contract will have a 12-month payment schedule and it is required for each of the contracts' specified budget periods. The contract will have the option for two one-year renewals, upon agreement of both parties, at a rate based on performance. All plans and working documents prepared by the applicant(s) under the contract to be awarded will become the property of the State of New York.

XIII. PAYMENT

The contractor will receive 25% of the total first year's award as a budget advance on or about October 1, 2012. Thereafter, each grantee will be reimbursed for successful completion of services or, for exempt purchases, expenses incurred pursuant to grant related activities. No payments will be made until the contract is fully executed and signed by the State Comptroller and the State Attorney General. Contractors will work at their own risk if they conduct program activities before the contract is executed.

XIV. PROGRAM ASSESSMENT AND MONITORING

a. RECORD KEEPING

The Contractor must maintain current and accurate fiscal and accounting controls to support the claims for payment. Records must adequately identify revenue sources and expense items for all contracted activities. Accounting records must be supported by clear documentation for all funds received and disbursed. Records must be retained and be accessible for a period of six (6) years from the end of the contract or last payment or last contract transaction.

If any claim, audit, litigation, or State/Federal investigation is commenced before the expiration of the aforementioned record retention period, the records must be retained by the contractor until all claims or findings regarding the records are finally resolved. DOS/ONA or its designee shall have access to any records relevant to the project (including books, documents, photographs, correspondence, and records), for audits, examinations, transcripts, and excerpts. If DOS/ONA determines that such records possess long-term or historic value, they must be transferred, upon request, to DOS/ONA.

Failure to provide the requested documents could result in immediate termination of the contract.

b. REPORTING AND VOUCHERING REQUIREMENTS

Awardees must submit copies of the Required Documentation listed in this RFA and fully executed contract Appendix C on a quarterly basis during the contract term, unless otherwise specified. The contractor will need to provide additional documentation, particularly if a problem is identified or budget line item questioned. Payments will be based on the Required Documentation and other documents that support reimbursement in accordance with the Payment Schedule. Dates of Service in Required Documents should be consistent with the actual service dates. Additional reporting, as may be determined by DOS/ONA, may also be required.

Final reports and vouchers, known as "close-out" vouchers, are due within 60 days after each year of the multiyear contracting period.

c. MONITORING

DOS/ONA will monitor projects on a regular basis throughout the life of the contract. Monitoring may include, but not be limited to, site visits, regular telephone contact and/or discussions of monthly progress reports. The goals of project monitoring are to ensure fiscal and program contract compliance; to identify and provide technical assistance where necessary, to help the contractor meet the terms of this RFA; and, to ensure that a high level of service is being provided. Impact assessments specific to the service delivered will be given to each graduate to gauge whether the client felt they received the best possible services. Contract compliance is tied to quarterly reimbursement. If the organization or consortium of organizations is not meeting their quarterly goals, they will not receive payment.

These reports will be used to determine continued funding. Program monitoring will include proof of income eligibility and appropriate referrals in accordance with the federal CSBG requirements.

Monitoring activities will concentrate on proper documentation of claims in the contractor's case records for each client claimed.

XV. AMENDMENTS TO THE CONTRACT

Amendments and modifications of executed contracts are sometimes necessary to accommodate the needs of the contractor and DOS/ONA. These changes, which must be by mutual written agreement, may include modification to reimbursement schedules, time and money amendments, or no-cost extensions as necessary. Contract modifications, including amendments and no-cost time extensions, will be made at the discretion of DOS/ONA with the approval of the Office of the State Comptroller.

XVI. GENERAL TERMS AND CONDITIONS

DOS/ONA reserves the right to terminate or modify the contract due to the unavailability of funds, unsatisfactory performance, or the best interests of the state.

If additional funding becomes available, DOS/ONA reserves the right to subsequently reconsider eligible proposals submitted in response to this RFA at that time, using the same scoring criteria and award methodology. Updated information may be requested as deemed necessary by DOS/ONA. DOS/ONA also reserves the right to issue a new RFA to solicit new applications.

The terms and conditions for all funded projects are specified in a detailed contract which must be signed by DOS/ONA and approved by the New York State Attorney General Office and the Office of the State Comptroller before any work is begun or payments are made. Successful applicant(s) will be sent the complete standard contract for execution. The Applicant is encouraged to review sections of the contract that are attached (Appendix D) before submitting an application.

This RFA and any contract resulting from this RFA is subject to all applicable laws, rules and regulations promulgated by any Federal and State authority having jurisdiction over the subject matter thereof. Any contract awarded pursuant to this RFA will be subject to the DOS/ONA's processing procedures for contracts of this type, including approval as to form by the State's Attorney General's office, and as to award by the New York State Division of Budget and by the New York State Office of the State Comptroller.

DOS/ONA reserves the right to award contract(s) to as many or as few applicants as it may select, and reject all proposals which do not completely conform to the instructions given in the RFA. The proposal of the successful applicant will serve as the basis for the contract, the terms of which will be modified within the context of this RFA.

XVII. APPENDIXES

APPENDIX A: Counties eligible and the number of ONA Opportunity Centers proposed for awards

APPENDIX B: U.S. Department of Health and Human Services’ 2012 Poverty Guidelines

APPENDIX C: M/WBE Compliance

APPENDIX D: Sample Contract

APPENDIX E: Budget forms

APPENDIX F: CSBG National Performance Indicators (NPI)

APPENDIX G: Application Attestation

APPENDIX H: Applicable Office Of Management And Budget Circulars

**APPENDIX A: Counties Eligible And The Number Of
ONA Opportunity Centers Proposed For Awards**

APPENDIX A: Counties eligible and the number of ONA Opportunity Centers we are looking to award

Counties	Number of Purposed ONA Opportunity Centers (Up to)
Albany	1
Bronx	3
Dutchess	1
Erie	1
Kings	4
Monroe	1
Nassau	2
New York	3
Oneida	1
Onondaga	1
Orange	1
Queens	4
Richmond	1
Rockland	1
Suffolk	2
Tompkins	1
Westchester	2
Total	30

For New York City (Kings, Queens, Richmond, Bronx and New York Counties): Priority is given to areas with high concentration of new Americans by zip code

Each ONA Opportunity Center is permitted to provide services to new Americans regardless of where in New York State the client resides.

**APPENDIX B: U.S. DEPARTMENT OF HEALTH AND
HUMAN SERVICES’ 2012 POVERTY GUIDELINES**

Appendix B: U.S. Department of Health and Human Services’ 2012 Poverty Guidelines

Every year, the federal government establishes poverty guidelines to determine who is financially eligible for particular programs. The chart below tells you what the yearly income cutoffs are for 2012. These figures change every year around February and are available at the [US Department of Health and Human Services](http://www.hhs.gov/ohca/poverty/) website.

Household Size	100%	125%	200%	175%	275%
1	\$11,170	\$13,613	\$22,340	\$19,547.50	\$30,717.50
2	\$15,130	\$18,913	\$30,260	\$26,477.50	\$41,607.50
3	\$19,090	\$23,863	\$38,180	\$33,407.50	\$52,497.50
4	\$23,050	\$28,813	\$46,100	\$40,337.50	\$63,387.50
5	\$27,010	\$33,763	\$54,020	\$47,267.50	\$74,277.50
6	\$30,970	\$38,713	\$61,940	\$54,197.50	\$85,167.50
7	\$34,930	\$43,663	\$69,860	\$61,127.50	\$96,057.50
8	\$38,890	\$48,613	\$77,780	\$68,057.50	\$106,947.50
For each additional person add	\$3,960	\$4,950	\$7,920	\$6,930.00	\$10,890.00

SOURCE: Source: Federal Register, Vol. 77, No. 17, January 26, 2012 pp.4034–4035

APPENDIX C: M/WBE COMPLIANCE

**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:

Federal Identification No.:

Address:

Project/Contract No.:

City, State, Zip Code:

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

Telephone No.:

Region/Location of Work:

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

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

<p>PREPARED BY (Signature):</p> <p>DATE:</p> <p>NAME AND TITLE OF PREPARER (Print or Type):</p> <p><small>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.</small></p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">TELEPHONE NO.:</td> <td style="border-bottom: 1px solid black;">EMAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center; border-bottom: 1px solid black;">FOR M/WBE USE ONLY</td> </tr> <tr> <td style="border-bottom: 1px solid black;">REVIEWED BY:</td> <td style="border-bottom: 1px solid black;">DATE:</td> </tr> </table> <p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No.: _____ Project No. (if applicable): _____</p> <p>Contract Award Date: _____</p> <p>Estimated Date of Completion: _____</p> <p>Amount Obligated Under the Contract: _____</p> <p>Description of Work: _____</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>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 _____
Offeror's Address:		

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

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total 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:	DATE:
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

APPENDIX D: SAMPLE CONTRACT

GRANT CONTRACT

ORIGINATING AGENCY CODE: 19000/DOS01	NYS CONTRACT NO.:	
STATE AGENCY New York State Department of State Office for New Americans One Commerce Plaza, 99 Washington Avenue Albany, New York 12231	CONTRACT AMOUNT: \$	
	TOTAL PROJECT COST	
	State Funding: \$	Local Share: \$ 0
CONTRACTOR (Name and Business Address)	PROGRAM	
	State: 50 %	
	Federal: 50 %	
	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	
	Secarian 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)

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. General

- A. For the purposes of this Agreement, the terms "State" and "Department" are inter-changeable, unless the context requires otherwise.
- B. The Contract Period as set forth on the Face Page is the inclusive period within which the provisions of this Agreement shall be performed. Costs incurred for project activities conducted prior to or after the Contract Period will not be reimbursed under this Agreement.
- C. The Department shall not be liable for expenses of any kind incurred in excess of the Funding Amount, and shall not be responsible for seeking additional appropriations or other sources of funds for the Project.
- D. The Contractor shall perform all services to the satisfaction of the Department. The Contractor shall provide all services and meet the program objectives set forth in Appendix D in accordance with: provisions of this Agreement; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- E. Pursuant to the provisions set forth in Section V., page 4 of this Agreement, the ownership of all property described therein shall reside with the Contractor unless otherwise specified in writing by the Department at anytime during the term of this Agreement and up to thirty (30) days following the issuance of the final payment.

II. Funding

- A. Notwithstanding the Contract Period set forth on the Face Page, absent reappropriation in the subsequent State budget, funds for this project will cease to be available for payments on September 15 following the current end date of the contract. In that event, to afford reasonable assurance that payment can be made by the Department, final payment requests must be received by the Department's payment office by not later than August 15.

II. Terminations

- A. In addition to any other actions authorized by this Agreement, the Department may terminate the Agreement in the best interests of the State of New York by providing written notice to the Contractor as provided in this Agreement.
- B. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may

cause to be withheld from any State assistance to which the Contractor would otherwise be entitled an amount equal to the monies demanded.

- C. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

III. Vendor (Contractor) Responsibility

- A. The Department is required to conduct a review of a prospective contractor to provide reasonable assurance that the contractor is responsible. To be considered responsible a contractor should have appropriate legal authority to do business in New York State, 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.
- B. If the prospective contractor is a non-governmental entity, a Vendor Responsibility Questionnaire is included with the contract package. 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 returned with the contract.
- C. Contractor hereby acknowledges that, where required, the Vendor Responsibility Questionnaire is made a part of this contract by reference hereto 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. During the term of this Contract, any changes in the information provided in the Questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.
- D. Should it be determined at any time 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.

IV. Fully-Executed Agreement or Amendment Thereto

- A. If this Agreement, or amendments thereto, allocates funds totaling \$50,000 or less, it shall be deemed to be fully executed when approved and signed by the Contractor and the Department.
- B. If this Agreement, or amendments thereto, allocates funds totaling more than \$50,000, it shall be deemed to be fully executed when approved by the Office of the State Comptroller.

Attachment 1 to Appendix A1
Article 15-A of the New York State Executive Law

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) 474-5741. 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>. The Department makes no representation with respects to the availability or capability of any business listed in the Directory.

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

FFY

Cost Categories			Total Project Cost by Category	
1.	Personnel Services		\$	0
2.	Fringe (Rate: %)		\$	0
3.	Contractual Services		\$	0
4.	Equipment		\$	0
5.	Non-Personal Service:		\$	0
6.	Indirect Cost (Approved Rate)		\$	0
		%)		
TOTAL			\$	0

Proposed Service Delivery	Service Delivery Threshold	# Clients Served	Rate Per Person*
1. Naturalization Assistance	101		\$225
2. Training in English	201		\$175
Total			

*Rate is available upon completion of assistance provision beyond the service delivery threshold

APPENDIX C
Payment and Reporting Schedule

This contract is a true cost reimbursement AGREEMENT. The Contractor may claim and be reimbursed for eligible project costs incurred and paid for by the Contractor. Eligible project costs must be incurred and goods and services must be received and accepted by the Contractor within the contract period. The total of such reimbursement shall not exceed the funding amount for this AGREEMENT as outlined in the most recently approved Appendix B and shall be claimed by the Contractor in accordance with the approved contract.

I. Payment Terms and Conditions

A. The State may, at its discretion, make an advance payment to the Contractor, during the initial or any subsequent Period, in an amount to be determined by the State but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due within thirty calendar days upon submission of a properly executed payment request, excluding legal holidays, after the later of either:

- The first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the Period identified in the Appendix X;
- OR if this contract is wholly or partially supported by federal funds, availability of the federal funds.

Advances will be recouped at a rate of up to 33% on the next three payment requests received in the designated payment office.

If no advance payment is to be made, the initial payment under this AGREEMENT shall be due within thirty calendar days upon submission of a properly executed payment request, excluding legal holidays, after the later of either:

- The end of the first quarterly period of this AGREEMENT;
- OR if this contract is wholly or partially supported by federal funds, availability of the federal funds.

Payments are due only upon receipt of a proper voucher and supporting progress reports, as described in Section II of this Appendix, received in the State's designated payment office.

B. Payment requests must be certified by a duly authorized representative of the Contractor as accurately representing such accomplishments and expenses as recorded in the Contractor accounting records, including where goods or services are provided by third parties not party to this AGREEMENT, a certification that any payment obligations arising from the provision of such goods or services have been paid by the Contractor and do not duplicate reimbursement or costs and services received from other sources.

C. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the State to the Contractor unless proof of performance of required services or accomplishments is provided. If the Contractor fails to perform the services required under this AGREEMENT the State shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to Contractor.

- D. Any optional advance payment(s) shall be applied by the State to future payments due to the Contractor for services provided during initial or subsequent Periods. Should funds for subsequent Periods not be appropriated or budgeted by the State for the purpose herein specified, the State shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the Contractor, and this AGREEMENT shall be considered terminated and cancelled.
- E. The Contractor will be entitled to receive payments for work, projects, and services rendered as detailed and described in the approved Appendix D. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the Contractor shall be rendered electronically unless payment by paper check is expressly authorized by the Secretary of State, in the Secretary's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at (518) 474-6019. The Contractor acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Secretary of State has expressly authorized payment by paper check as set forth above.
- F. The Contractor shall submit to the State quarterly voucher claims and reports of expenditures on such forms and in such detail as the State shall require. The Contractor shall submit complete and accurate vouchers to the State's designated payment office located at the following address:

NYS Department of State
Contract Administration Unit
1 Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231

All vouchers submitted by the Contractor pursuant to this AGREEMENT shall be submitted to the State no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State to the Contractor shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the State prior to the end of the applicable budget period.

II. Reporting Terms and Conditions

- A. The Contractor will provide the State with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the Contractor no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work

schedule in a manner satisfactory and acceptable to the State in order for the Contractor to be eligible for payment.

- B. A narrative progress report describing in detail all significant project accomplishments for which reimbursement is claimed shall be submitted for review and approval and is due 30 calendar days after the end of each quarterly period.
- C. Proof of receipt of goods and services received and paid for under this AGREEMENT must be made available for review upon request.

III. Other

- A. The Department shall have the right to conduct on-site progress assessments and reviews of the project and Contractor's records during the life of the AGREEMENT and for a reasonable time following the issuance of the final payment. The Contractor shall furnish proper facilities, where necessary or useful, for such access and inspection at the Department's convenience.
- B. The Department shall be entitled to disallow any cost or expense, or terminate or suspend this AGREEMENT if found that the Contractor has misrepresented any expenditure(s) or project activities in the AGREEMENT, or in any progress reports(s) or payment requests made pursuant hereto.
- C. The Contractor is required to keep separate books and records for all funds received and activities conducted under the AGREEMENT, and to make such books and records available for inspection and audit for 6 years following termination of the AGREEMENT.

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

By: _____

(print name)

Title: _____

Date: _____

STATE AGENCY SIGNATURE

By: _____

(print name)

Title: _____

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

By: _____
Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Date: _____

APPENDIX E: BUDGET FORMS

Appendix E. Budget Summary

NEW YORK STATE DEPARTMENT OF STATE
Office for New Americans

Budget Summary – RFA"12-ONA-09

Applicant _____

FFY **2013**

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

Cost Categories		Total Project Cost by Category	
1.	Personnel Services	\$	0
2.	Fringe (Rate: %)	\$	0
3.	Contractual Services	\$	0
4.	Equipment	\$	0
5.	Non-Personal Service:	\$	0
6.	Indirect Cost (Approved Rate) (%)	\$	0
TOTAL		\$	0

Budget Proposal – Funding Category 2

Enhanced Service Delivery

Proposed Service Delivery	Service Delivery Threshold	# Clients Served	Rate Per Person*	Total
1. Naturalization Assistance	101		\$225	
2. Training in English	201		\$175	
Total				

*Rate is available upon completion of assistance provision beyond the service delivery threshold

Budget Narrative (do not exceed 2 pages)

Personal Services

Title	Annual Salary	Effort Charged to Grant	Total
Total			

Justification: Completely justify all positions. Describe duties and contributions to the project.

Contractual Services

Justification: Completely justify all proposed contractual services. Describe each contractor in detail, including cost per contract. Justify the need for the contractual service and how it will benefit the project.

Equipment

Justification: Completely justify all proposed equipment purchases. Provide detailed costs and justify the need for the equipment and how it will benefit the project.

Non-Personal Services

Justification: Completely justify all proposed non-personal service budget items. Justify in detail the need for each expense category and it will benefit the project.

Travel:

Supplies:

Other:

Budget Category 2 – Enhanced Naturalization and Training in English Service Delivery

Describe how your agency intends to recruit and provide services beyond the target service delivery threshold.

APPENDIX F: CSBG NATIONAL PERFORMANCE INDICATORS (NPI)

APPENDIX F: CSBG NATIONAL PERFORMANCE INDICATORS (NPI)

2. National Performance Indicators

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 WX energy assistance
- L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)

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.1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits
- 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

Economic Asset Enhancement and UTILIZATION

- 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

NPI continued

GOAL 2: THE CONDITIONS IN WHICH LOW-INCOME PEOPLE LIVE 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 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 ****NEW INDICATOR****

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 (This will be 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 (This is ONLY the number of volunteer hours from individuals who are low-income.)

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

NPI- continued

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 C-CAPs
- 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

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

NPI, Continued

- 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
- F. Obtained food assistance
- G. Obtained non-emergency LIHEAP energy assistance
- H. Obtained non-emergency WX energy assistance
- I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)

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

APPENDIX G: APPLICATION ATTESTATION

APPENDIX G: APPLICATION ATTESTATION

ONA Opportunity Centers

PART A - APPLICANT IDENTIFICATION	
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APPLICANT: <i>(Full legal name of corporation)</i>

Applicant Mailing Address: <i>(Full legal address of corporation)</i> (#/Street):

(city)	NY	(zip)	
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Executive Director/Chief Executive:	E-MAIL:
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PROJECT IDENTIFICATION	
-------------------------------	--

PROJECT NAME/TITLE:

Project Location <i>(County/Target Area):</i>
--

Project Contact Person:	Title:
--------------------------------	--------

Phone: ()	Fax: ()	E-MAIL:
------------	----------	---------

Contact Mailing Address <i>(if different from applicant)</i> (#/ street)
--

(city)	NY	(zip)	
--------	----	-------	--

Board of Directors - Chair/President:	Phone: ()
--	------------

Board Chair Mailing Address: (#/ street)
--

(city)	NY	(zip)	E-MAIL
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PART B - APPLICANT CERTIFICATIONS and ATTESTATIONS	
---	--

Applicant is a 501(c)(3)	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YEAR OF NYS INCORPORATION: []
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Applicant Federal Identification Number:	Applicant Charities Registration Number:
--	--

	Applicant is: CAA <input type="checkbox"/>	CBO <input type="checkbox"/>	
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<p>Vendor Responsibility Attestation: (Select only ONE option) To comply with the Vendor Responsibility Requirements of the State of New York, as outlined in the RFA Vendor Responsibility Questionnaire (VRQ), I hereby attest that:</p> <p><input type="checkbox"/> An online VRQ has been updated or created at the OSC website: https://portal.osc.state.ny.us within the last 6 months.</p> <p><input type="checkbox"/> Will be forwarded upon award notification</p> <p><input type="checkbox"/> A VRQ is not required due to an exempt status.</p>	
---	--

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

AUTHORIZED SIGNATORY NAME AND TITLE: (print)	SIGNATURE:	DATE:
--	-------------------	--------------

**APPENDIX H: APPLICABLE OFFICE OF MANAGEMENT
AND BUDGET CIRCULARS**

ATTACHMENT H: Applicable Office Of Management And Budget Circulars

OMB Circulars – Link:

http://www.whitehouse.gov/omb/circulars_default

Relevant Circulars:

- OMB Circular A-110: Uniform Administrative Requirements for Grans 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