

New York State Office for New Americans

REQUEST FOR APPLICATIONS RFA # 15-ONA-08

Office for New Americans Opportunity Center

Important Dates:

RFA Release Date:	July 17, 2015
Questions Due:	July 31, 2015
RFA Updates Posted:	August 7, 2015
Application Due Date:	September 4, 2015

CONTACT INFORMATION

General Program Information/Inquiry	Proposal Submission
New York State Office for New Americans 123 William Street, 20 th Floor New York, NY 10038 E-mail: ONAOppCenterRFA@dos.ny.gov	Chet Fiske, Contract Administration Unit New York State Department of State Bureau of Fiscal Management One Commerce Plaza 99 Washington Avenue, Suite 1110 Albany, NY 12231-0001

I. Introduction

In March 2013, Governor Andrew M. Cuomo launched the New York State Office for New Americans (ONA) to assist newcomers to the State who are eager to contribute to our economy and become part of the family of New York State. While states with the largest immigrant communities have historically maintained offices, initiatives or committees to address immigrant issues, ONA is unique in accomplishing its mission with an infrastructure of more than 25 Opportunity Centers focused on immigrant integration. Last year, Governor Cuomo and the State Legislature codified the Office for New Americans as a statutory office of State government, making it the first state-level immigrant office created by statute in the country. Recently, Governor Cuomo and the State Legislature nearly doubled the State funding to the Office for New Americans for the 2015-2016 fiscal year - recognizing the State's continued dedication to immigrants and to the successful work of the community-based organizations providing needed services throughout the State.

This Request for Applications (RFA) seeks organizations within New York's counties with high concentrations of newcomers¹ to establish a network of neighborhood-based "Opportunity Centers" (ONA Opportunity Centers) where immigrants will be supported through unique programming (please note: while only one organization may apply and enter into contract with ONA, organizations may form partnerships or consortiums with other not for profit organizations to deliver services). This programming will use professional staff, in-class technology and community volunteers to provide English-for-Speakers-of-Other Languages (ESOL) training; help interested eligible New Americans participate in the federal deferred action process; support interested eligible New Americans through the naturalization application process; provide free legal consultations; and, open entrepreneurship opportunities to New Americans. Additionally, these ONA Opportunity Centers will also partner with ONA and other community-based and government agencies to coordinate and host additional programming and support for New American communities. Successful applicants will perform the tasks described herein via the dedicated ONA Opportunity Center funding in dedicated space² and with dedicated staff³.

Each applicant for this funding must describe their experience providing similar programming, their current organizational capacity to host an Opportunity Center, and provide a detailed description of the programming they will offer, a detailed budget, and letters of support from community partners.

This RFA complements two simultaneously released RFAs that support the creation of ONA Legal Counsels and ONA Board of Immigration Appeals Trainer (ONA BIA Trainer). More information about

¹ 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.

² Dedicated space must be set aside for Office for New Americans Opportunity Center purposes during the proposed hours of operations of the ONA Opportunity Center. Ideally the organization/consortium will have a clearly identified single location for an ONA Opportunity Center. Multiple sites that improve community access and ease of service delivery are not precluded and will be considered. A description of the site(s) needs to be provided in the proposal for consideration. Space costs must be accounted for at a pro-rated amount if the space is not used for the majority of the time for ONA Opportunity Center purposes.

³ Ideally, the staff members for the program would work full-time on the ONA Opportunity Center. Yet, ONA defines "dedicated staff" to mean staff who spends more than 70% of their time on the ONA Opportunity Center AND whose public job title identifies the staffer with ONA (i.e. ONA Program Director, ONA Volunteer Coordinator, ONA English-for-Speakers-of-Other-Languages Trainer, etc.).

these separate RFAs is available at www.newamericans.ny.gov/about/funding.html or www.dos.ny.gov/funding. Please note that eligible 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 as well. Eligible organizations applying to host an ONA Opportunity Center are not restricted from applying to host more than one Opportunity Center, however, Opportunity Centers cannot be in the same or adjoining locations. Further, if an organization wishes to host more than one ONA Opportunity Center in the same or different counties, the organization must submit all required application documentation separately for each proposed ONA Opportunity Center and these applications cannot reference each other.

II. Applicant Eligibility

A. Eligible Applicants

Not-for-Profit Organizations located within New York State are eligible for funding under this RFA. Not-for-Profit Organization shall mean any not-for-profit corporation exempt from taxation under section 501(c)(3) of the internal revenue code whose stated mission is to provide services to economically or socially disadvantaged persons, including but not limited to immigrants or New Americans. All applicants must have been in continuous operation as an eligible entity as described above for a minimum of three years. All applicants must be pre-qualified within the Grants Gateway by the close of the RFA.

B. Consortium Policy

1. The ONA strongly encourages organizations with expertise in various program areas covered by the ONA Opportunity Center to put forth a joint proposal. A proposal from a consortium may include other agencies and organizations, which combine to provide comprehensive services. The proposals must clarify the roles, responsibilities, budget 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, however, only the lead agency may apply. 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:
 - a. 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;
 - b. 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;

- c. The lead fiscal agent must meet the following requirements:
- i. Must be an eligible grant recipient as stated below;
 - ii. Must receive and administer the grant funds, and submit the required reports to account for the use of grant funds;
 - iii. As previously described, must require members of the consortium to sign an agreement with the fiscal agent that specifically outlines all services each partner agrees to provide;
 - iv. Must be an active member of the consortium (except where SUNY or CUNY Research Foundations are the fiscal agent);
 - v. Shall not act as a flow-through for grant funds to pass to other recipients. ONA has established a minimum level of 25% of direct programming be provided by the fiscal agent; and,
 - vi. 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.
 - vii. If a consortium is proposed, the applicants must provide ESOL or naturalization assistance, or both.

2. Consortium Organization Participant Eligibility Requirements:

Any not-for-profit organization with 501(c)(3) IRS status is eligible to apply or to be part of a consortium. 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 and, have been in continued existence for at least three (3) years.

III. Scope of Services

A. Overview

This RFA seeks approximately 27 not-for-profit organizations capable of hosting an ONA Opportunity Center on their premises. Each ONA Opportunity Center will have a unique space within the host organization, which will be designated by branded signage. Each ONA Site will provide five central services, including:

1. English Language Training.
2. Naturalization and Deferred Action Assistance and Legal Consultation Services
3. Entrepreneurial Support.
4. Host BIA Training.
5. Host Community Forums and Workshops.

B. English Language Training

1. Overview

Every New American who wants to learn English should have the opportunity to do so. New Americans contribute greatly to the State's dynamic cultural and economic environment, but their participation in our society may be limited due to limited language proficiency. Today, there are about one million New Yorkers who are Limited English Proficiency ("LEP"). Providing access to English-for-Speakers-of-Other-Languages ("ESOL") training throughout the State is vital to facilitate the full participation of New Americans in New York's civic and economic life.

Each ONA Opportunity Center will provide ESOL instruction at a variety of levels, with classes scheduled to best accommodate the diverse work schedules of the New American communities by offering day, night, and weekend classes. Each Center will be required to provide one hundred (100) hours of ESOL training to each client per quarter, of which 60 hours, at a minimum, should be dedicated to teacher-led classroom instruction. ONA Opportunity Centers will be required to offer, at a minimum, a beginner, intermediate, and advanced level course each quarter. The curriculum should also be contextualized with a focus on instruction in language necessary in the workplace and U.S civics. ONA Opportunity Centers may also supplement classroom instruction with one-on-one tutoring, computer labs, and conversation hours.

At the beginning of Quarter 1 (Jan – March), Quarter 2 (April – June), and Quarter 4 (October – December), each organization should register a cohort of sixty (60) clients. At the beginning of the summer quarter, Quarter 3, each organization should register a cohort of forty (40) clients, for a total of 220 registered clients across four (4) quarters per year. Of these 60 clients, each ONA Opportunity Center should ensure that 45 clients in Quarters 1, 2, and 4, and 30 clients in Quarter 4 (75% of clients in each cohort), at a minimum, will complete the entire one hundred (100) hours by the end of the quarter. Hours accrued in one quarter cannot be carried over to another quarter. Each ONA Center should maintain meticulous records of their ESOL clients, including, but not limited to: names, level registered, hours completed, language assessments and progress tracking.

Registration of clients will be required to have been accomplished by the second week of the quarter. If an organization fails to do so, they may be subject to corrective action. **Clients who receive the 100 hours of ESOL training may be counted anew for the following quarter as they progress into higher levels of proficiency.** For example, a client completing the required classes in Q1, Q2 and Q4 would count as three clients, one per quarter where they have met the target goal.

Each applicant must provide a draft plan for a proposed curriculum for classroom instruction to ONA with the submitted application. The plan should include a proposed schedule of classes including times held and any supplemental instruction hours offered by the ONA Opportunity Center. The organizational structure should take into account the availability of opportunities for clients to make up missed hours. Classroom instruction is defined as a teacher or volunteer led, group-based interactive learning activity. Instruction should include group exercises and other opportunities for client engagement so that clients may practice and demonstrate language skills.

Within two weeks of the contract start date, a finalized curriculum will be required to be submitted and approved by ONA.

Preference will be given to organizations or consortiums of organizations that have a dedicated space for multiple computers or tablet device workstations. There is an additional preference for locations that are easily accessible to clients by public transportation, and that are located within communities that have a significant population of New Americans (see Appendix A). Additionally, preference will be given to ONA Opportunity Center applicants that develop ESOL training models that blend technology into a skilled, well-trained ESOL instructor-led learning environment. Technology used in a blended model could include the use of laptops, tablets, computers, or mobile phones. An example of ESOL instruction incorporating technology training is an instructional model requiring a skilled, trained instructor leading a classroom through computer-based, English-language learning with volunteers stationed near clients guiding them through the use of the technology. Furthermore, ONA will give a higher ranking to those organizations that are ready and able to offer ESOL training on the scale required in the RFA at the time the contract goes into effect. While organizations that are not ready and able to offer such ESOL training at the specified time period, are not precluded from submitting an application at this time, they should submit an established timeline for when such ESOL services can be provided.

Regardless of the instruction model, all models are required to incorporate, recruit and train a cadre of community volunteers. These community volunteers will help with English instruction and supplemental activities including one-on-one tutoring, conversations groups, and link New Americans to their communities. Training of volunteers will be required to be documented and such documentation should be made available at ONA's request. Volunteers are required to sign confidentiality agreements. ONA Opportunity Centers should track volunteer hours, services provided and report said hours and services to ONA.

2. *ESOL Participant Assessment and Follow-Up*

Initial client assessment should take place at the time of registration to determine the competency level in English. Additionally, all clients will be tested at the end of each quarter, upon completion of a minimum of 100 instructional hours.

For the blended technology model, the instruction setting is the combined time a client spends at the ONA Opportunity Center receiving teacher instruction with/without technology, and using an online program such as USA Learns outside of the teacher instruction class, as well as participating in conversation practice with an instructor or trained volunteer.

Client assessments and post-testing should be accomplished with the acceptable standard assessment instruments. These instruments are: the Test of Adult Basic Education ("TABE"); 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 blended technology model in which an additional assessment is required by the program being used (such as USA Learns), the client will complete the additional intake exam to assess where in the program the client will begin. At the end of each cycle, the clients are given a post-test using the same testing method utilized in the initial assessment test.

3. *Allocation of ONA Funding for ESOL Training*

ONA funds should be utilized for the hiring of trained and experienced ESOL instructors and the maintenance and upkeep of programmatic aspects of the ESOL training program. State funds in this pool may also be used to purchase computers or tablet devices, to the extent that such purchases are reasonable and necessary for carrying the programmatic purposes and goals described herein. To optimize attendance and better leverage mobile tablet devices in rural communities or in places with poor public transportation options, successful applicants may offer these funded activities off-site. Funding under this request for application may only be used for adult education purposes (18 and older). 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.

Additional funding will be given to agencies for activities to support client retention. Client retention activities are activities to support client completion of 100 hours of ESOL instruction each quarter. Client retention activities may include but are not limited to: awards/certificates, reasonable public transportation stipends, field trips, incentives such as gift cards, and may be used to fund an additional ESOL instructor.

C. Naturalization and Deferred Action Assistance and Legal Consultation Services

1. *Overview/Background*

ONA will assist those foreign-born New Yorkers who yearn to be U.S. Citizens in achieving their dream. Additionally, we will help a vulnerable class of people emerge from the shadows of society by providing them with the necessary legal services to participate in federal deferred action initiatives, as well as host legal consultation services. Through partnerships with ONA Opportunity Centers, ONA will provide naturalization drives for those New Yorkers who want to become citizens, help them navigate the naturalization system, and offer consultation days for foreign-born individuals who seek to contribute to society by gaining work authorization through deferred action.

Each ONA Opportunity Center will provide two (2) Citizenship Drives and host a minimum of ten (10) immigration law consultation days per year, in conjunction with ONA Legal Counsel. These consultations are half-day or full-day sessions in which the ONA Legal Counsel will meet one-on-one with New Americans to discuss immigration law questions, which will likely include questions regarding deferred action programs and applications to other such programs. 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. All pro bono lawyers volunteering to provide immigration law consultation services will be required to sign a confidentiality agreement to protect the privacy of ONA clients. Citizenship Drives are to be conducted so that clients meet with the ONA Legal Counsel in person. Phone consultations are not permitted, unless there is a circumstance in which the Legal Counsel is physically unable from reaching the drive (i.e. major weather disaster, etc.). All such circumstances will require ONA pre-approval.

The ONA Opportunity Centers will work with their assigned ONA Legal Counsel to schedule a mutually convenient legal consultation days held periodically throughout the year, 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 will be documented by the Contractor and made available to DOS/ONA upon request.

In addition to hosting Citizenship Drives, ONA Opportunity centers will assist New Americans with citizenship applications on a rolling basis through the CitizenshipWorks program. From these efforts, and from hosting immigration law consultation days, each ONA Opportunity Center will recruit and assist enough clients with naturalizations and applications for deferred action to enable them to submit at least 125 total applications to United States Citizenship and Immigration Services (USCIS) per year. All applications will be required to be reviewed and approved by the ONA Legal Counsel. ONA Opportunity Centers will collaborate with the ONA Legal Counsels to ensure legal review of all citizenship and deferred action applications prior to submission to USCIS.

2. Naturalization Assistance

Nearly one million New Yorkers are eligible to naturalize but have not yet applied. 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 collaborate with the ONA Legal Counsels to ensure legal review of all citizenship applications prior to submission to United State Citizenship and Immigration Services (USCIS). Clients' additional legal questions may be directed to an ONA Legal Counsel during ONA Legal Counsel Consultation days. ONA Opportunity Centers will also coordinate CitizenshipWorks trainings for volunteers. The Contractor will document this training for community volunteers and such documentation shall be available for review by ONA upon ONA's request.

Each ONA Opportunity Center will be provided with technical support and training for the use of CitizenshipWorks, including consulting on how to best integrate the platform into existing workflows, 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 two (2) Citizenship Drives per year, during which one of the services offered is naturalization application assistance. 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 to the U.S. Citizenship drives, as they deem appropriate. ONA Opportunity Centers will be charged with publicizing each U.S. Citizenship drive in New American communities and ensuring that significant volumes of New Americans participate in these drives. Outreach for these drives, and general information about the people served, will be documented by the Contractor. Such documentation shall be made available to ONA upon ONA's request. These drives should occur throughout the designated service area.

Each drive should last a full day 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 application will be required to be submitted to, and approved by, ONA Legal Counsel in order to count towards ONA Opportunity Center required goals, as referenced above. 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 performed and whether they became U.S. Citizens. Such documentation shall be made available to ONA upon ONA's request.

3. Deferred Action Process for Eligible Clients

On November 20, 2014 President Obama announced his Executive Actions on Immigration, making significant changes to the Deferred Action for Childhood Arrivals (DACA) program initiated in 2012 and, creating the Deferred Action for Parental Accountability program (DAPA). The expansion of DACA and the launch of DAPA are on hold at the moment of the issuance of this RFA.

ONA will help ensure that immigrants eligible for the original DACA, the expanded DACA, DAPA, or any other similar form of deferred action for similar populations that may be created by the federal government, have access to the support and resources necessary to emerge from the shadows and contribute to our society. Each ONA Opportunity Center will refer people eligible for deferred action to the ONA Legal Counsels for an appointment on consultation days, as referenced above. ONA Opportunity Centers may also refer eligible people to a 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. ONA expects the ONA Legal Counsel will serve as the primary contact for legal referrals.

4. Volunteer Recruitment

Significant volunteer participation is necessary to ensure that Citizenship Drives and immigration consultation days are sufficiently staffed and have the capacity to serve ONA

Opportunity Center clients. ONA Opportunity Centers will recruit volunteers to assist New Americans in completing citizenship and deferred action applications to the extent that they are allowed, 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. All ONA Opportunity Center volunteers are required to sign confidentiality agreements to protect their clients' information. In addition to requiring volunteers to assist with citizenship applications, ONA Opportunity Centers should utilize their volunteer staff from other ONA programming as needed. All proposals submitted in response to this RFA should include a plan for recruiting and utilizing volunteers in ONA programs.

5. Support for Legal Services

ONA will supply, through a separate contract, an attorney to provide legal support at each ONA Opportunity Center at no cost to the ONA Opportunity Center. ONA funds should be utilized to hire appropriately qualified staff to assist with on-going naturalization and deferred action application assistance and with the maintenance and upkeep of programmatic aspects of the legal assistance program. Funds in this pool may also be used to purchase computers or tablet devices, to the extent that such purchases are reasonable and necessary for carrying the programmatic purposes and goals described herein including the support of CitizenshipWorks software.

Funding up to \$12,500 is available to agencies to provide all, or a portion of, USCIS application fee assistance for low-income clients who are ineligible for an application fee waiver. Contractors will be required to supply ONA with a list of clients who received such assistance as well as the Contractor's assessment of client need for such assistance.

D. Entrepreneurism Support

ONA seeks to harness the entrepreneurial spirit of New Americans by offering the support and access to capital necessary for them to start and grow 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 two (2) times per year. These seminars will be conducted for the ONA Opportunity Center by regional Entrepreneurial Assistance Programs ("EAP"), and others, at no cost to the ONA Opportunity Center. The ONA Opportunity Center will schedule the seminars, 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.

In addition to "starting your own business" seminars, each ONA Opportunity Center will also host at least two (2) "growing your business" seminars. These seminars will be conducted for the ONA Opportunity Center by regional New York State Small Business Development Centers ("SBDC"), and others, at no cost to the ONA Opportunity Center. These seminars will cover topics relevant to

existing small business owners, including but not limited to: marketing, inventory management, accounting, price point setting, and other business skills. Specific seminar topics are to be determined by the SBDC in consultation with the ONA Opportunity Center, based on the needs of the community. To determine the needs of a community, ONA Opportunity Centers are required to conduct surveys and client intake in order to work with SBDC to develop seminar topics. The ONA Opportunity Center will schedule the seminars, 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.

In anticipation of these seminars, ONA Opportunity Center staff will provide 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 as appropriate. Outreach for these seminars and general information about the people served or referred will be documented by the Contractor.

E. Board of Immigration Appeals (BIA) Accreditation

A requirement of this award is that the partnering lead organization that may be unaccredited will pursue BIA accreditation within the first year of contract. Furthermore, upon request of the ONA BIA Trainer, an ONA Opportunity Center will provide space for BIA accreditation training, which will be provided by the ONA BIA Trainer. There will be no cost for the training. The ONA Opportunity Center will work with the ONA BIA Trainer to schedule the BIA Training, provide training space, help recruit and register clients for the training, and provide general administrative support. 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.

F. Access to Additional Opportunities

ONA Opportunity Centers will develop and expand community relationships with at least two other non-profit organizations in order to maximize New Americans' access to workforce training and other opportunities. In particular, ONA Opportunity Centers will 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.

Applicants are required to include partnerships with at least two other non-profit organizations in their proposal. A partner organization is an organization which is not part of the consortium, yet 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, but should be fully aware and agree to its role and responsibilities as a partner organization.

- a. Suggested partner organizations may include, but are not limited to:
 - i. Child Care
 - ii. Regional Economic Development Councils
 - iii. Chamber of Commerce
 - iv. Education (early childhood through adult, BOCES)

- v. Business and Labor.
 - vi. Workforce Development and Local Economic Development.
 - vii. Health and Mental Health, including programs that provide health literacy and support a healthy start for children.
 - viii. Financial Institutions, including Voluntary Income Tax Assistance (VITA) centers.
 - ix. Public broadcasting, libraries, museums and other cultural institutions.
 - x. County Department of Social Services or New York City Human Resource Administration.
 - xi. Community-Based Organizations, service agencies, and foundations.
 - xii. 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.
 - xiii. Other programs that support community collaborations.
- b. Suggested services these partner organizations may provide may include, but are not limited to:
- i. On-site day-care or child-care services.
 - ii. 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.
 - iii. Assistance and support for adults to complete high school and succeed in postsecondary education or advanced training.
 - iv. Postsecondary transition programs that enable adults to attain a high school equivalency diploma and succeed in postsecondary education.
 - v. Workforce development programs, including apprenticeship, career and technical education, and career pathways.
 - vi. Transportation support.
 - vii. Support for mature workers and senior citizens to enable them to stay out of poverty.

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.

Furthermore, to address the chronic lack of information in immigrant communities regarding access to and navigation of existing government services, ONA Opportunity Centers will be required to offer workshops to provide New Americans with the information they need to fully participate in their communities. ONA Opportunity Centers should provide New Americans with information about civic and community engagement opportunities through nine (9) immigrant assistance workshops a year at a minimum, to cover topics including, but not limited to, information about parent engagement with schools, financial literacy, disaster preparedness, consumer fraud protection 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.

IV. Funding

- a. ONA is making available up to \$175,000 to support ONA Opportunity Centers. All funds are 100% State funds paid out on a reimbursement basis for eligible costs, twenty-five percent (25%) of which may be advanced upon contract execution and submission of proper documentation. Up to \$25,000 of these funds is available to each ONA Opportunity Center to assist with client retention activities and assist clients with naturalization and other designated fees. Funds for this grant in the initial year will not exceed \$175,000. Funding in subsequent years is contingent upon funds being appropriated in the State budget and the organization's ability to meet the program requirements in each of the years of the contract as stipulated in this RFA.
- b. **Client Retention and Naturalization Assistance:** As stated above, up to \$25,000 of the \$175,000 grant will be made available to each ONA Opportunity Center to assist with client retention activities and assist clients with naturalization and other designated fees.
 - i. Up to \$12,500 of this \$25,000 will be made available for activities relating to client retention; within this amount, contractors can claim:
 1. Transportation for client travel.
 2. Child care services.
 3. Incentive items or gift cards.
 4. Costs for food or refreshments for clients.
 5. Award certificates.
 6. An additional part-time or full-time ESOL instructor.
 - ii. A separate amount of up to \$12,500 of the \$25,000 will be made available for contractors to assist low-income, non-fee waiver eligible clients with U.S. Citizenship and Immigration Services (USCIS) application fees. Contractors can only claim up to \$12,500 for these activities. Any excess cannot be charged to the \$175,000 base budget.

V. Application Procedures

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 to ONAOppCenterRFA@dos.ny.gov. All e-mails should clearly indicate in the subject line: ONA Neighborhood-based Opportunity Centers Application, General Question. No responses will be provided to inquiries made by telephone. Questions and answers will be posted at www.dos.ny.gov on the date stated on the cover of this RFA.

B. APPLICATION SUBMISSION

One 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 attachments. All applications must be delivered to:

Mr. Chet Fiske, Contract Administration Unit
 New York State Department of State
 Bureau of Fiscal Management
 RFA #15-ONA-08
 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 and must be received by the due date and time stated on the cover of this RFA. Late applications will not be considered.

VI. Required Activities

This section discusses the required activities and documentation requirements for successful applicants. All services will be provided by successful applicant.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	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 ESOL by integrating technology and community volunteers into client instruction, offering short-term intensive ESOL to a cohort of clients every quarter.	(1) Record of the name, contact information of each client instructed. (2) Record of the associated number of hours of instruction received. (3) Report of the topics covered. (4) Record of the schedule of classes offered with dates, times, and locations of classes. (5) Record of registration dates. (6) Record the results of the pre-and post- instruction cycle exam. (7) List of the outreach materials supporting the service. (8) Client satisfaction	Each ONA Opportunity Center will be required to provide one hundred (100) hours of ESOL training to each client per quarter, of which 60 hours, at a minimum, should be dedicated to teacher-led classroom instruction. At the beginning of each quarter, each organization should register a cohort of sixty (60) clients in Quarters 1, 2, and 4

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
		surveys.	and forty (40) clients in Quarter 3 for a total of 220 registered clients across four (4) quarters per year. Of these 60 clients, each ONA Opportunity Center should ensure that 45 clients (75% of clients in the cohort), at a minimum, will complete the entire one hundred hours by the end of the quarter.
Assist clients with complex immigration law questions, deferred action and work authorization inquiries.	Each ONA Opportunity Center will refer clients to the ONA Legal Counsel for an immigration law consultation day appointment, BIA accredited representative, or to other competent legal counsel within the ONA Opportunity Center host organization or consortium of organizations.	<ol style="list-style-type: none"> (1) A record of the name, contact information of each client served or referred. (2) The service provider and/or the name of the organization to which the client is referred to. (3) Record of dates and locations or immigration law consultation days with proof of legal counsel attendance. (4) Outreach materials promoting the service. (5) Client satisfaction surveys. 	Each ONA Opportunity Center hosts a minimum of ten (10) immigration law consultation days, in conjunction with ONA Legal Counsel, per year.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Assist clients with naturalization and deferred application process.	Each ONA Opportunity Center, using a BIA accredited representative or other competent legal counsel within the ONA Opportunity Center, will assist eligible clients with naturalization applications using CitizenshipWorks and provide eligible clients with deferred action assistance either through walk-ins or at Citizenship Drives.	<ol style="list-style-type: none"> (1) A record of the name and contact information of each client assisted. (2) A copy of the naturalization or deferred action application for each client assisted. (3) The associated number of hours of assistance received. (4) Documented follow-up with clients to verify they took the United States Citizenship exam, and identify whether they passed the United States Citizenship exam and if they became a US Citizen. (5) Record of the date, time, and location of each Citizenship Drive held. (6) Outreach materials promoting the service. (7) Record of the name, contact information, assessment of need, payment amount, and funding distribution date for each client receiving funding for application fee assistance. 	<p>125 applications completed, reviewed, and approved by the ONA Legal Counsel per ONA Opportunity Center annually. It is anticipated that to achieve this, it will take more than 125 clients.</p> <p>Each ONA Opportunity Center will be required to host a minimum of two (2) Citizenship Drives annually.</p>

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Recruit, train, and manage community volunteers for ONA Opportunity Center services.	<p>Each ONA Opportunity Center is required to do the following:</p> <ol style="list-style-type: none"> (1) To recruit and train community volunteers to help the client through ESOL instruction models. (2) Provide supplemental ESOL support including one-on-one conversation practice, computer labs, etc. (3) Assist clients with CitizenshipWorks naturalization assistance program. (4) Administrative Support. (5) Outreach assistance. 	<ol style="list-style-type: none"> (1) Volunteer recruitment plan and outreach materials. (2) A list with name, contact information, and affiliation (if any) for each volunteer. (3) Confidentiality agreement signed by volunteers. (4) The number of service hours provided and type of services. (5) Record of the amount and type of training completed by the volunteer. 	Significant volume of volunteers will be training and involved.
Host Entrepreneurial Seminars	<p>Each ONA Opportunity Center will be required to provide space, scheduling of the seminar, as well as registration for these seminars. Classes on “Starting Your Own Business” will be provided by Empire State Development Corporation-funded Entrepreneurial Assistance Program (EAP). Classes on “Growing Your Business” will be hosted by the SBDC.</p>	<ol style="list-style-type: none"> (1) Record of the dates, locations, and topics of the seminar. (2) A list of names and contact information of clients attending the seminars. (3) Record of names and affiliation of partner agencies preparing presentations. 	<p>Each ONA Opportunity Center will host a “starting your own business seminar” at least two (2) times per year. The ideal size of a class is between ten (10) and twenty (20) clients.</p> <p>Each ONA Opportunity Center will also host at least two (2) “Growing your Business” seminars per year. The ideal</p>

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
			size of a class is between ten (10) and twenty (20) clients.
Host BIA Trainings	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.	(1) Record of names/contact information for organizations/individuals who participated in BIA Training.	Host as needed.
Develop and expand community relationships to maximize New Americans' access to workforce training and other opportunities.	ONA Opportunity Centers should provide New Americans with information about civic and community engagement opportunities through immigrant assistance workshops, to cover topics including, but not limited to, information about parental engagement with schools, financial literacy, disaster preparedness, consumer fraud protection and educational opportunities for immigrants and their children.	<ul style="list-style-type: none"> (1) Record of the dates, locations, and topics of the seminar. (2) A list of names and contact information of clients attending the seminars. (3) Record of names and affiliation of partner agencies preparing presentations. 	ONA Opportunity Centers should provide New Americans with information about civic and community engagement opportunities through, at a minimum, nine (9) immigrant assistance workshops a year. These workshops will cover topics including, but not limited to, information about parental engagement with schools, financial literacy, disaster preparedness, consumer fraud protection and educational opportunities for immigrants and their children.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
			ONA Opportunity Centers will also occasionally host events and trainings at ONA’s request.

VII. Completing the Application

The narrative portions of the application should be typed, double-spaced, using Times New Roman font size 12, and margins no narrower than .75/right-left, and .5/top-bottom.

All Applicants must submit the regional identification sheet found in Appendix A indicating the region for which they are applying. This should be submitted with the application as **Attachment 1: Regional Identification.**

If an Applicant will be partnering with a Consortium member, the Applicant must submit an MOU, signed by the Applicant and proposed Consortium Member(s), outlining services to be delivered, proposed payment structure, and proposed service delivery dates. Failure to submit this MOU will preclude partnering organizations from subcontracting with the lead applicant.

Application Format

A. Experience

1. Describe the organization’s experience in providing ESOL services to New American populations. Describe the curriculum utilized by the organization, the levels of courses offered, the average number of clients registered in a year, and the average number of hours achieved annually per client.
2. Describe the organization’s experience in facilitating access to legal services and/or providing immigration assistance to New American populations. Describe the types of services, the average number of naturalization applications completed annually, and the average number of DACA applications completed annually.
3. Describe the organization’s experience in conducting informational seminars for New American populations. Describe the types of seminars the applicant organization has offered in the past, the seminar’s applicability to the New American population, and the average number of attendees per seminar.

B. Capacity

1. Describe the proposing organization's capacity for hosting BIA training for community based not for profit organizations, including general administrative support to recruit, register, and promote the trainings and the facility available to host said training.
2. Demonstrate the organization's capacity to integrate the proposed program into its overall operations. Describe how the proposed program and program staff will relate to the overall organization. Please include an organizational chart showing the applicant's organization and the proposed program with the submitted application. **Submit the organizational chart as Attachment 2: "Organizational Chart."**
3. Describe the proposing organization's internal monitoring system and demonstrate how the system is utilized to effectively identify program, personnel, and fiscal issues.
4. Prepare a timeline to delineate when crucial stages of preparation for the provision of the requested services will begin (e.g. hiring of staff, acquisition of necessary technology, outreach to New American communities, official start of ESOL classes, etc.). The timeline should indicate the start date for ESOL services including client registration and the date classes will begin. Timeline should also indicate when the applicant will be able to begin accepting clients for deferred action and naturalization application assistance. Applicant must show ability to start on 1/1/16.
5. In an attachment, include a job description, including required qualifications, for each proposed staff position with the submitted application. This is required for all staff supporting the project including funded staff and in-kind staff. Submit this attachment as **Attachment 3 "Job Descriptions of Key Staff."**
6. Describe the facilities in which the proposed Opportunity Center will be housed and demonstrate that the facilities will adequately and appropriately accommodate the program activities. Include information regarding the accessibility of the facilities for New American populations including proximity to public transportation. Additionally, the applicant should describe the technological capabilities of the proposed Opportunity Center facility to support services offered. Include in this description whether or not the proposed Opportunity Center facility has a dedicated space for multiple computers or table device workstations.

C. Program Description

1. ESOL

- a. Describe how the proposed ONA Opportunity Center/subcontractor(s) will provide ESOL classes in order to best accommodate the varying working schedules of New American communities in the applicant's geographic area.

- b. Describe the proposed curriculum including classroom driven instruction and supplemental ESOL offerings. Please provide extensive detail on how civics instruction and workplace English will be incorporated into the curriculum, how volunteers will be utilized to support the curriculum, and how blended technology will be incorporated.
- c. Describe the number and types of classes offered (beginning, intermediate, and advanced). Please provide extensive detail on proposed schedule of classes each quarter, included times held, as well as any supplemental instruction hours offered by the Center.
- d. Describe the proposed client outreach and recruitment plan for the applicant’s ESOL program classes. The plan should be attainable and sustainable for the duration of the grant contract. The plan should demonstrate that the applicant will be able to register a minimum of 60 students in Q1, Q2, and Q4 and a minimum of 45 students in Q3.
- e. Describe the applicant’s proposed retention plan to encourage the maximum number of clients to complete the required ESOL hours per quarter. Please include opportunities offered by the Center for clients to make up any missed instruction. The plan should demonstrate that the agency will be able to graduate per quarter a minimum of 45 clients in Q1, Q2, Q4 and a minimum of 30 clients in Q3 with 100 hours of ESOL instruction.
- f. Complete the following chart, found in Appendix C, based on the applicant’s proposed ESOL program, demonstrating that 100 hours of ESOL instruction will be offered each quarter. **Submit as Attachment 4 “ESOL Program Plan”**: See example below.

<i>Chart Found in Appendix C, Submit As Attachment 4 “ESOL Program Plan”</i>	Q1	Q2	Q3	Q4
Instruction Hours Per Client				
Total number of classes per client per quarter				
Average number of hours per class				
<i>Total of instruction hours offered in the quarter*</i>				
Supplemental Instruction Per Client (list each type and average number of hours offered)				
<i>Total Number of Supplemental hours offered in the quarter</i>				
Total Hours Offered (Total instruction hours offered in the quarter + total number of supplemental hours offered in the quarter)				

Example:

<i>Chart Found in Appendix C, Submit As Attachment 4 “ESOL Program Plan”</i>	Q1	Q2	Q3	Q4
Instruction Hours Per Client				
Total number of classes per client per quarter	4	4	4	4
Average number of hours per class	2	2	2	2
<i>Total of instruction hours offered in the quarter*</i>	80	80	80	80
Supplemental Instruction Per Client (list each type and average number of hours offered)				
Computer Lab	10	10	10	10
Conversation Class	10	10	10	10
<i>Total Number of Supplemental hours offered in the quarter</i>	20	20	20	20
Total Hours Offered (Total instruction hours offered in the quarter + total number of supplemental hours offered in the quarter)	100	100	100	100

The model assumes a 10 week quarter (4 classes a week * 2 hours per class* 10 weeks of classes)

2. Naturalization/DACA and DAPA Services

- a. Describe how the proposed ONA Opportunity Center/subcontractor(s) will provide and/or facilitate naturalization and deferred action application assistance in order to best accommodate the needs of the New American communities in the applicant’s geographic area. Applicant should describe how they will achieve at least 125 naturalization or deferred action applications a year.
- b. Describe how the proposed ONA Opportunity Center/subcontractor(s) will host at least 10 immigration law consultation days and at least 2 Citizenship Drives in order to best accommodate the needs of New American communities in the applicants geographic area.
- c. Provide a proposed schedule for at least 10 Immigration Law Consultation Days and at least two (2) Citizenship Drives that will be offered by the applicant by completing the

following chart found in Appendix D. Applicant should **submit as Attachment 5: “Legal Services Proposed Schedule”**:

Number of Days Proposed:	Q1	Q2	Q3	Q4
Citizenship Drives				
Immigration Law Consultation Days				

3. Entrepreneurial and Community Education Seminars

- a. Describe how the applicant will conduct outreach for entrepreneurial and community education seminars to the New American communities in the applicant’s geographical area. Applicant should describe how the outreach strategy will be able to yield at least 10-20 clients per session.
- b. Describe the proposed topics for community education seminars to be offered by the applicant organization. Explain how these topics meet the needs and interests of the New American population in the proposed service region.
- c. Complete the following chart found in Appendix E with the number of proposed seminars that will be offered by the applicant. Plan should include a minimum of two (2) Starting Your Own Business Seminars, a minimum of two (2) Growing Your Own Business Seminars, and a minimum of 9 Other Seminars annually. **This should be submitted with the application as Attachment 6: “Entrepreneurial and Community Education Seminar Proposed Schedule”** :

Number of Seminars Proposed:	Q1	Q2	Q3	Q4
Starting Your Business Seminars				
Growing Your Business Seminars				
Other Seminars				

4. Volunteer Outreach and Recruitment

- a. Provide a detailed volunteer outreach and recruitment plan.
- b. Describe the manner in which volunteers will be utilized. Please also provide a detailed volunteer training plan that includes safeguards to ensure that volunteers will maintain ONA client confidentiality.

5. Community Partnerships and Resources:

- a. Describe the pre-existing and proposed partnerships with non-consortium organizations that will enhance the services offered at the Opportunity Center. Describe the nature of these partnerships and the anticipated level of collaboration planned for this initiative.

- b. Attach at least two (2) brief letters of support from community partners, expressing their support for the application and setting forth the commitment the organization is making to the application. Letters must be submitted on the proposed partner organization's letterhead. The letters of support should be **submitted with the application as Attachment 7: Letters of Support**

6. Budget

Submit budget as **Attachment 8: "Budget Summary"** with the following:

- a. Submit a detailed and realistic budget for the first year for \$175,000 containing allowable, reasonable, and necessary costs, using the ONA Opportunity Center budget summary form. Budget should include proposal for reasonable and necessary costs associated with client retention activities and proposal for funding for naturalization assistance fees.
- b. Provide a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities. Description includes explanation for how costs proposed for client retention activities will support client ESOL retention and how the agency will assess and distribute funds for naturalization assistance fees.
- c. While 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. In addition, applicants may use their own funds to increase the capacity of the project. In Attachment 8, applicants should clearly identify the 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.

EVALUATION SECTION

Application Evaluation

The following criteria must be met to qualify applications for consideration; failure to meet the criteria will result in disqualification of the application. Applications that are disqualified will not be evaluated for award consideration.

1. Application **MUST** be received by the stated due date and time;
2. Applicant is a not-for-profit organization with 501(c)(3) IRS status operating continuously for the last three years and has not been debarred from contracting with the State or federal government in the past five years; and
3. Applicant **MUST** be pre-qualified with the NYS Grants Gateway at the time of application submission.

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 ONA places on each evaluation criterion. Competing applications will be reviewed and evaluated against the criteria below.

Evaluation Criteria

A. Experience

10 points

1. Applicant described the organization's experience in providing ESOL services to New American populations. The description included the curriculum utilized by the organization, the levels of courses offered, the average number of clients registered in a year, and the average number of hours achieved annually per client.
2. Applicant described the organization's experience in facilitating access to legal services and/or providing immigration assistance to New America populations. The description included the types of services, the average number of naturalization applications completed annually, and the average number of DACA applications completed annually.
3. Applicant described the organization's experience in conducting informational seminars for New American populations. The description included the types of seminars the applicant organization has offered in the past, the seminar's applicability to the New American population, and the average number of attendees per seminar.

B. Capacity

10 points

1. Applicant described their capacity for hosting BIA training for community based not for profit organizations including general administrative support to recruit, register, and promote the trainings and facility available to host said training.
2. Applicant demonstrated the organization's capacity to integrate the proposed program into its overall operations. The description included how the proposed program and program staff will relate to the overall organization. An organizational chart showing the proposer's organization and the proposed program is included with the submitted application as Attachment 2 "Organizational Chart."
3. Applicant described the organization's internal monitoring system and demonstrated how the system is utilized to effectively identify program, personnel, and fiscal issues.
4. Applicant provided a timeline that delineates when crucial stages of preparation for the provision of the requested services will begin (e.g. hiring of staff, acquisition of necessary technology, outreach to New American communities, official start of ESOL classes, etc.). The timeline should indicate the start date for ESOL services including client registration and the date classes will begin. Timeline should also indicate when the applicant will be able to begin accepting clients for deferred action and naturalization application assistance. The timeline demonstrates the ability to start on 1/1/16.

5. A complete list of proposed staff positions is included, along with job descriptions and required qualifications (job description and required qualifications are submitted as Attachment 3: “Job Descriptions of Key staff”). Staff descriptions are included for all staff supporting the program, both funded and in-kind. Applicant demonstrates that proposed staff will be able to effectively carry out program activities.
6. Applicant should describe the facilities in which the proposed ONA Opportunity Center will be housed and demonstrate that it will adequately and appropriately accommodate the program activities. Include information regarding the accessibility of the facilities for New American populations including proximity to public transportation. Additionally, the applicant should describe the technological capabilities of the proposed ONA Opportunity Center facility to support services offered. Include in this description whether or not the proposed Opportunity Center facility has a dedicated space for multiple computers or table device workstations.
7. In any application in which the applicant intends to engage a subcontractor to complete some portion of the services requested in this RFA, the applicant must provide a description of subcontractor services with a letter of intent expressing mutual agreement between the applicant and the subcontracting party to provide the abovementioned services. Both the applicant and the subcontracting organization(s) shall sign this letter of intent.

C. Program Description

60 points

1. ESOL:

20 points

- a. Applicant described how the proposed Center/subcontractor(s) will provide ESOL classes in order to best accommodate the varying working schedules of New American communities in the applicant’s geographic area.
- b. Applicant described the proposed curriculum including classroom driven instruction and supplemental ESOL offerings. Applicant provided extensive detail on how civics instruction and workplace English will be incorporated into the curriculum, how volunteers will be utilized to support the curriculum, and how blended technology will be incorporated.
- c. Applicant described the number and types of classes offered (beginning, intermediate, and advanced). Applicant provided extensive detail on proposed schedule of classes each quarter, included times held, as well as any supplemental instruction hours offered by the proposed Center.
- d. Applicant described the proposed client outreach and recruitment plan for the applicant’s ESOL program classes. The plan is attainable and sustainable for the duration of the grant contract. The plan demonstrated that the applicant will be able to register a minimum of 60 students in Q1, Q2, and Q4 and a minimum of 45 students in Q3
- e. Applicant described proposed retention plan to encourage the maximum number of clients (a minimum of 45 clients in Q1, Q2, Q4 and a minimum of 30 clients in Q3) to complete the

required 100 hours of ESOL per quarter. Applicant included opportunities offered by the proposed Center for clients to make up any missed instruction.

- f. Applicant completed the following chart based on the applicant’s proposed ESOL program, demonstrating that 100 hours of ESOL will be offered per quarter, and submitted as Attachment 4 “ESOL Program Plan”: See example below.

	Q1	Q2	Q3	Q4
Instruction Hours Per Client				
Total number of classes per client per quarter				
Average number of hours per class				
<i>Total of instruction hours offered in the quarter*</i>				
Supplemental Instruction Per Client (list each type and average number of hours offered)				
<i>Total Number of Supplemental hours offered in the quarter</i>				
Total Hours Offered (Total instruction hours offered in the quarter + total number of supplemental hours offered in the quarter)				

Example:

	Q1	Q2	Q3	Q4
Instruction Hours Per Client				
Total number of classes per client per quarter	4	4	4	4
Average number of hours per class	2	2	2	2
<i>Total of instruction hours offered in the quarter*</i>	80	80	80	80
Supplemental Instruction Per Client (list each type and average number of hours offered)				
Computer Lab	10	10	10	10
Conversation Class	10	10	10	10
<i>Total Number of Supplemental hours offered in the quarter</i>	20	20	20	20
Total Hours Offered (Total instruction hours offered in the quarter + total number of supplemental hours offered in the quarter)	100	100	100	100

*The model assumes a 10 week quarter (4 classes a week * 2 hours per class* 10 weeks of classes)

2. Naturalization/DACA and DAPA Services

20 points

- a. Applicant described how the proposed ONA Opportunity Center/subcontractor(s) will provide and/or facilitate naturalization and deferred action application assistance in order to best accommodate the needs of the New American communities in the applicant’s geographic area. The plan demonstrates that the applicant will achieve at least 125 naturalization or deferred action applications a year.
- b. Applicant describes how the proposed ONA Opportunity Center/subcontractor(s) will host at least 10 immigration law consultation days and two (2) Citizenship Drives in order to best accommodate the needs of New American communities in the applicants geographic area.
- c. Applicant submitted as **Attachment 5: “Legal Services Proposed Schedule”**, a proposed schedule for 10 immigration law consultation days and two (2) Citizenship Drives that will be offered by the applicant by completing the following chart:

Number of Days Proposed:	Q1	Q2	Q3	Q4
Citizenship Drives				
Immigration Law Consultation Days				

3. Entrepreneurial and Community Education Seminars

10 points

- a. Applicant described a plan to conduct outreach for entrepreneurial and community education seminars to the New American communities in the applicant’s geographical area. The Applicant demonstrated that the outreach strategy will be able to yield at least 10-20 clients per session.
- b. Applicant described the proposed topics for community education seminars to be offered by the applicant organization. The Applicant demonstrated that the proposed topics meet the needs and interests of the New American population in the proposed service region.
- c. Applicant submitted the following chart as Attachment 6 “Entrepreneurial and Community Education Seminar Proposed Schedule” with the number of proposed seminars that will be offered by the applicant. The chart submitted includes a minimum of two (2) Starting Your Own Business Seminars, two (2) Growing Your Own Business Seminars, and a minimum of 9 other seminars annually.

Number of Seminars Proposed:	Q1	Q2	Q3	Q4
Starting Your Business Seminars				
Growing Your Business Seminars				
Other Seminars				

4. Volunteer Outreach and Recruitment

5 points

- a. Applicant provided a detailed volunteer outreach and recruitment plan.
- b. Applicant described the manner in which volunteers will be utilized. Applicant also provided a detailed volunteer training plan that includes safeguards to ensure that volunteers will maintain ONA client confidentiality.

5. Community Partnerships and Resources:

5 points

- a. Applicant described the pre-existing and proposed partnerships with non-consortium organizations that will enhance the services offered at the Opportunity Center. Applicant described the nature of these partnerships and the anticipated level of collaboration planned for this initiative.
- b. Applicant attached, as **Attachment 7: “Letters of Support”**, at least two brief letters of support from community partners, expressing their support for the application and setting forth the commitment the organization is making to the application. Letters included as part of the attachment were submitted on the proposed partner organization’s letterhead.

D. Budget:

20 points

Applicant submitted a budget for the first year of funding as **Attachment 8: “Budget Summary”** with the following:

- a. Applicant provided a detailed and realistic budget for the first year containing allowable, reasonable, and necessary costs. This should include the budget proposal for the \$25,000 in reasonable and necessary costs associated with client retention activities and proposal for funding for naturalization assistance and other designated fees
- b. Applicant included a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities. Description included explanation for how costs proposed for client retention activities will support client ESOL retention and how the agency will assess and distribute funds for naturalization assistance fees.
- c. Applicant clearly delineated between grant-funded activities and in-kind funding, if any. If in-kind funding is being utilized, Applicant clearly justified in the budget all costs supported in the budget and be directly related to RFA mission.

E. M/WBE Compliance

1. Applicant should submit all required forms indicating how the organization or consortium of organizations will comply with M/WBE requirements (for M/WBE requirements see Section XVII “REQUIREMENTS RELATED TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES”

F. Second-Level Review – Additional Points **10 points maximum**

Second Level Review Submissions

Applicant should submit evidence of recognition as a resource within immigrant communities (such as copies of publically-recognized awards for excellence and copies of positive accounts in the ethnic news and media). This should be **submitted as Attachment 9 “Recognition.”**

VIII. Review and Selection Process

The evaluation criteria are designed to assess the quality of the proposed project and to determine likelihood of success. The evaluation criteria are considered as a whole in judging the overall quality of an application. Points are awarded only to applications 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 staff team to acknowledge its receipt by the closing date and time, determine if the applicant is an eligible entity as described on in Section II, page 2, and determine if the applicant was pre-qualified at time of application closing date and time. 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 100 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) may award up to 10 additional points per application, for a total maximum score of 110 points. The Secretary of State (or his designee) may award up to 10 points per application to (1) take into account geographic and ethnic diversity in the State and within counties, and (2) recognition within immigrant communities as an immigrant services resource.

Award methodology: A minimum final score of 70 must be achieved to be considered for an award. Approximately 27 grants of up to \$175,000 per award per year will be made based on rank order of final scores within each region identified in Appendix A and constrained to the number of awards specified in Appendix A (Note: \$175,000 for each to organizations or a consortium of organizations to perform the tasks laid out in this RFA; \$25,000 of these funds is designated for client retention activities and naturalization fee assistance).

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. In the

event that the final funding amounts are less or greater than the amounts published here, the 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. Increased Funding or if circumstances otherwise allows ONA to fund additional contractors, ONA will use the following methodology:

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 that are most impacted by the immigrant population. ONA reserves the right to subsequently reconsider eligible proposals submitted in response to this RFA, using the same scoring criteria and award methodology

3. In the case where ONA 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.

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

IX. Contracting Requirements

Standard Contract: Successful applicants to this RFA for the New York State Office for New Americans must enter into a standard contract with the Department of State (DOS, or the Department), 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, along with Article 15-A of the New York Executive Law. The contract includes financial reporting requirements, including procurement procedures. The contract is 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 F. Sample contracts should not be submitted with this proposal; successful applicants will receive a contract package to complete.

Project Period: The project period under both parts of this RFA is anticipated to be January 1, 2016 through December 31, 2016, with the option of two one-year renewals. Failure to incur all expenses or complete all identified outcomes in the stated period may result in loss or recapture of funds.

Vendor Responsibility Questionnaire: DOS strongly 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 DOS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

X. Payment

- A. 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 will be required to contain all information and supporting documentation required by the Contract, the Department and the Office of the State Comptroller (OSC). 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 OSC 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. 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 has expressly authorized payment by paper check as set forth above.
- B. 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.
- C. 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 \$175,000; \$25,000 of these funds is designated for client retention activities and naturalization fee assistance. More information is available in the Payment Structure section. Organizations must provide allocation information for funds granted above the \$175,000 base amount.

XI. Use of Funds

- a. **ONA funds may be used for the following purposes:**
 - i. To provide services to persons in the State under the color of the law, regardless of gender, race, color, national origin, sexual orientation, religion, age, disability, marital status, military status, domestic violence victim status, or genetic predisposition or carrier status;

- ii. To provide resources to support the naturalization process, including curriculum, textbooks/materials, standardized assessments, etc.;
- iii. To provide professional development and training for staff and/or volunteers related to the provision of the specified ONA services;
- iv. Facility rental costs not to exceed more than 20% of the total approved budget.
- v. 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,
- vi. 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 ONA before they are implemented).

b. **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:

- 1. Capital improvements.
- 2. Contingency provisions.
- 3. Fines and penalties.
- 4. Bad debts.
- 5. Purchasing ads in annual gala event, other forms of donations or other forms of fundraising.
- 6. Donations or contributions.
- 7. Entertainment costs.
- 8. Idle facilities and idle capacity.
- 9. Interest expense.
- 10. Lobbying expense.
- 11. Losses on other sponsored agreements or contracts.
- 12. 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.
- 13. Profit/Fee is not allowable except when subcontracting for routine goods and services with commercial organizations.
- 14. Foreign travel.
- 15. Construction costs and purchase of real property under this funding opportunity.
- 16. Pre-award costs.
- 17. Funding for direct reimbursement of proposal development.
- 18. Costs for food or refreshments for staff.
- 19. General volunteer stipends.
- 20. Living allowances for any national volunteer service program participants.
- 21. Advertising for purposes other than the recruitment of clients.
- 22. Public relations for other than reporting progress.
- 23. Promotional items and memorabilia.
- 24. Meetings relating to fund-raising.
- 25. General-purpose equipment, e.g. office furnishings, air conditioning, reproduction and printing equipment.
- 26. Alcoholic beverages.

XII. Award Administration Information

It is anticipated that applications will be reviewed during August - October 2015 and that successful applicants will be notified of funding decisions on or about November 2015. Grant awards will have a start date of approximately January 1, 2016. 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 January 1, 2016 to the same address to which applications are submitted.

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

1. Withdraw the RFA at any time, at the ONA'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 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.

XIII. Contract Development Process

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 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.

XIV. Payment

The contractor will receive 25% of the total first year's award as a budget advance upon contract execution and receipt of a properly executed voucher. 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.

XV. Program Assessment and Monitoring

1. 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 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. 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 ONA determines that such records possess long-term or historic value, they must be transferred, upon request, to ONA.

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

2. Reporting and Vouchering

Awardees must submit copies of the Required Documentation listed in this RFA 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 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.

3. Monitoring

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

XVI. Amendments to the Contract

Amendments and modifications of executed contracts are sometimes necessary to accommodate the needs of the contractor and 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 ONA with the approval of the Office of the State Comptroller.

XVII. General Terms and Conditions

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, 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 ONA. 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 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 F) 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 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. 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.

XVIII. REQUIREMENTS RELATED TO MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. 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 statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M(6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- d. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
 - (1) Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (2) The Contractor shall submit an EEO policy statement to the Agency within seventy-two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.

- (3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- (4) The Contractor's EEO policy statement shall include the following language:
 - (a) 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, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - (c) 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.
 - (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

XIX. APPENDICES

- a. APPENDIX A: Counties Eligible and the Number of ONA Opportunity Centers Proposed For Awards
- b. APPENDIX B: Regional Identification Sheet (Application Form)
- c. APPENDIX C: ESOL Program Plan (Application Form)
- d. APPENDIX D: Legal Services Proposed Schedule (Application Form)
- e. APPENDIX E: Entrepreneurial and Community Education Seminar Proposed Schedule (Application Form)
- f. APPENDIX F: Budget Summary (Application Form)
- g. APPENDIX G: Sample DOS Standard Contract
- h. APPENDIX H: MWBE Utilization Plan Forms (Application Form)

APPENDIX A: Counties Eligible and the Number of ONA Opportunity Centers Proposed For Awards

Counties	Number of Proposed ONA Opportunity Centers (Up to)
Albany	1
Bronx	2
Dutchess	1
Erie	1
Kings	3
Monroe	1
Nassau	2
New York	3
Oneida	1
Onondaga	1
Orange	1
Queens	4
Richmond	1
Rockland	1
Suffolk	2
Westchester	2
Total	27

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: REGIONAL IDENTIFICATION SHEET
(APPLICATION FORM)**

**Submit With Application as Attachment 1: Regional
Identification**

Through the award available under the ONA Opportunity Center RFA #15-ONA-08, Applicant _____ proposes to host and support an ONA Opportunity Centers and other immigrant service providers in the following region (check **ONLY** one):

Albany _____	Monroe _____	Nassau _____
Bronx _____	New York _____	Oneida _____
Dutchess _____	Onondaga _____	Orange _____
Erie _____	Queens _____	Richmond _____
Kings _____	Rockland _____	Suffolk _____
	Westchester _____	

**APPENDIX C: ESOL Program Plan
(APPLICATION FORM)**

Submit With Application as Attachment 4: ESOL Program Plan

ESOL Program Plan

Applicant: _____

	Q1	Q2	Q3	Q4
Instruction Hours Per Client				
Total number of classes per client per quarter				
Average number of hours per class				
<i>Total of instruction hours offered in the quarter*</i>				
Supplemental Instruction Per Client (list each type and average number of hours offered)				
<i>Total Number of Supplemental hours offered in the quarter</i>				
Total Hours Offered (Total instruction hours offered in the quarter + total number of supplemental hours offered in the quarter)				

APPENDIX D: Legal Services Proposed Schedule
(APPLICATION FORM)
Submit With Application as Attachment 5: Legal Services
Proposed Schedule

Legal Services Plan

Applicant: _____

Number of Days Proposed:	Q1	Q2	Q3	Q4
Citizenship Drives				
Immigration Law Consultation Days				

APPENDIX E: Proposed Schedule (APPLICATION FORM**)**
Submit With Application as Attachment 6: Entrepreneurial and
Community Education Seminar Proposed Schedule

Entrepreneurial and Community Education Seminar Proposed Schedule

Applicant: _____

Number of Seminars Proposed:	Q1	Q2	Q3	Q4
Starting Your Business Seminars				
Growing Your Business Seminars				
Other Seminars				

APPENDIX F: Budget Summary (APPLICATION FORM)
Submit With Application as Attachment 8: Budget

Appendix F. Budget Summary

NEW YORK STATE
Office for New Americans

Budget Summary

Applicant _____

Budget Period **1/1/16** to **12/31/16**

Cost Categories		Total Project Cost by Category
1.	Personnel Services	
2.	Contractual Services	
3.	Equipment	
4.	Travel	
5.	Supplies	
6.	Client Retention (not to exceed \$12,500)	
7.	Naturalization Services (not to exceed \$12,500)	
TOTAL PROJECT COST		
In-Kind Funding		

Personnel Services				
Title	Annual Salary	Annual Fringe	Effort Charged to Grant	Total
<p>Justification: Completely justify all positions. Describe duties and contributions to the project.</p>				
Personnel Services Total:				
Contractual Services (Note MWBE Requirements)				
<p>Describe and justify each contractor in detail, including cost per item. If any part-time employees will be used, include in this section. Justify the need for the contractual service and how it will benefit the project.</p>				
Contractual Services Total:				

Equipment (Note MWBE Requirements)

Describe and justify each equipment purchase in detail, including cost per item.

Equipment Total:

Other Services

Describe and justify each service in detail, including cost per item.

Travel:

Supplies:

Client Retention:

Naturalization Services:

Other Services Total:

In-Kind Services
Describe all costs, if any, that will be supported by in-kind funding
Completely justify all proposed in-kind services
In-Kind Total:

APPENDIX G: SAMPLE DOS STANDARD CONTRACT

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: CONTRACT NUMBER: CONTRACT TYPE: Multi-Year Agreement Simplified Renewal Agreement Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: New Renewal Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: Check if same as primary mailing address CONTRACT MAILING ADDRESS: Check if same as primary mailing address	CONTRACTOR STATUS: For Profit Municipality, Code: Tribal Nation Individual Not-for-Profit Charities Registration Number: Exemption Status/Code: Sectarian Entity

<p>CURRENT CONTRACT TERM: From: _____ To: _____</p> <p>CURRENT CONTRACT PERIOD: From: _____ To: _____</p> <p>AMENDED TERM: From: _____ To: _____</p> <p>AMENDED PERIOD: From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT:</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="text-align: center;">State Federal Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program Specific Terms and Conditions
A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

- Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
B-3 Capital Budget B-4 Net Deficit Budget
B-1(A) Expenditure Based Budget (Amendment)
B-2(A) Performance Based Budget (Amendment)
B-3(A) Capital Budget (Amendment)
B-4(A) Net Deficit Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule Other:

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

By: _____
Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

By: _____
Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
SIGNATURE APPROVED AS TO FORM

By: _____
Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S

By: _____
Printed Name

Title: _____

Date: _____

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I (V).

² To the extent that the terms of Attachment of A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I (V).

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a. by 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.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior 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 the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia, and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to the provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

- a) Pursuant to State Finance Law § 179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law § 179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.
- b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law § 179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law § 179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any

of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.
- b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:
 - (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
 - (ii) if the notice is delivered by registered or certified mail, by the receipt

returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

- a) 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.

The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

- D. *Suspension:*** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. *Terms and Conditions:*

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be

reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan). The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.
 - b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

- c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

- d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

- e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.
- f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.
- g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.
- h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).
- i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor

shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.
2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).
2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to

refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:
 - a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
 - (i) *Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
 - (ii) *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
 - (iii) *Expenditure Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
 - (iv) *Final Report:* The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).
- b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
 - (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
 - (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.
- 3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employee:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State 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. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions

which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's

rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

- a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1–5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and

maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a

written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:
 - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.
 7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.
- O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.
- P. Consultant Disclosure Law:**⁴ 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.
- Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁴Not applicable for non-profit entities

ATTACHMENT A-1

New York State Department of State (5/13/15)

I. Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars;

or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide

the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

D. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars , including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

E. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. 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 the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. 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.

3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

F. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the

subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. Notwithstanding the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

G. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.

2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

H. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, 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.

I. State Attorney General Charities Registration

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

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

J. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

K. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	
Agency/Division	NYS Department of State
Address	
Phone/ Fax/Email	(P): (F): (E):

2. Notice to the Contractor

Name, Title	
Address	
Phone/ Fax/Email	(P): (F): (E):

L. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a “covered provider” within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a “covered provider”:
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor’s failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving “State funds” or “State-authorized payments” originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a “covered provider” within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with

the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

M. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. 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 statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M(6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- d. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
 - (1) Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.

- (3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- (4) The Contractor's EEO policy statement shall include the following language:
 - (a) 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, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - (c) 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.
 - (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection , which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. If the total expenditure of this contract is in excess of \$250,000, Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- d. Form C - Workforce Employment Utilization Report ("Workforce Report")
- (1) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - (2) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - (3) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
 - (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form D) either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section M(2)(a) of this Attachment .
- c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall

be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

- a. For Waiver Requests Contractor should use Form E - Waiver Request.
- b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- c. If the Agency, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Liquidated Damages - MWBE Participation

- a. Where Agency determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals;
 - and
 - ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

7. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
8. The Agency may require Contractor to use the New York State Contract System (“NYSCS”) to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.
9. Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. 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.esd.ny.gov/MWBE.html>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

ATTACHMENT A-2: New York State Office for New Americans (ONA)
(4/29/2015)

II. Public Reports and Documents

- A. The Contractor shall identify final public documents and reports produced in whole or in part under this Agreement by endorsing on said documents and reports the following logo:



and inclusion of the ONA website and New York State New Americans Hotline

III. Extra Work

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

IV. Consortium member expectations

- A. Contractors must inform ONA of all consortium members
- B. ONA must be provided with copies of all Memorandums of Understanding between Contractors and consortium members
- C. ONA must approve any change to membership of the consortium
- D. Contractors have the responsibility for oversight of activities, funding and outcomes produced by consortium members

V. Dedicated Space and Staff Requirement

- A. Dedicated space sufficient to carry out the activities to be undertaken pursuant to the terms of this Agreement, must be provided, set aside, and reserved by Contractor for Office for New Americans Opportunity Center purposes during the proposed hours of operations of the ONA Opportunity Center.
- B. Contractor's organization/consortium shall have a clearly identified single location for an ONA Opportunity Center which is denoted by a conspicuously posted New York State Office for New Americans Opportunity Center sign/logo. The sign/logo will be provided to the ONA Opportunity Center for creation. Multiple sites that improve community access and ease of service delivery must all bear the sign/logo. A description of the site(s), hours of operations and programming within the dedicated space, and site picture(s) will be reported with quarterly reports. Any other uses of the dedicated space and hours of those operations must also be included in the report.
- C. The ONA Opportunity Center budget can only be billed for justifiable space usage. Spaces can be used for non-ONA activities during the program off hours if the space during the time is not paid for by the ONA Opportunity Center funding.
- D. Space costs must be accounted for at a pro-rated amount if the space is not used for the majority of the time for ONA Opportunity Center purposes.
- E. Dedicated staff members will work for the full-time on the ONA Opportunity Center. Yet, ONA defines "dedicated staff" to mean staff who spends more than 70% of their time on ONA Opportunity Center work AND whose public job title identifies the staffer with ONA (i.e. ONA Program Director, ONA Volunteer Coordinator, ONA English-for-Speakers-of-Other-Languages Trainer, etc). Staff costs working less than 100% of their time on ONA Opportunity Center purpose must be accounted for at a pro-rated amount.

VI. Client Confidentiality

- A. Contractor must ensure confidentiality of all client information, including but not limited to personally identifying information and immigration status

Attachment B. SAMPLE Budget Summary
NEW YORK STATE
Office for New Americans

Budget Summary

Applicant

Budget Period **1/1/16** to **12/31/16**

Cost Categories		Total Project Cost by Category
1.	Personnel Services	
2.	Contractual Services	
3.	Equipment	
4.	Travel	
5.	Supplies	
6.	Client Retention (not to exceed \$25,000)	
7.	Naturalization Services (not to exceed \$25,000)	
TOTAL PROJECT COST		
In-Kind Funding		

Personnel Services

Title	Annual Salary	Annual Fringe	Effort Charged to Grant	Total

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

Personnel Services Total:

Contractual Services (Note MWBE Requirements)

Describe and justify each contractor in detail, including cost per item. If any part-time employees will be used, include in this section. Justify the need for the contractual service and how it will benefit the project.

Contractual Services Total

Equipment (Note MWBE Requirements)

Describe and justify each equipment purchase in detail, including cost per item.

Other Services

Describe and justify each service in detail, including cost per item.

Travel:

Supplies:

Client Retention:

Naturalization Services:

Other Services Total:

Equipment Total:

In-Kind Services

Describe all costs, if any, that will be supported by in-kind funding

Completely justify all proposed in-kind services

In-Kind Total:

**Attachment C.
Sample Program Work plan**

NEW YORK STATE
Office for New Americans

Contract #:

Organization Name:

Narrative:

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ____ percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of ____ percent (____ %) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____ %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date: _____
- Monthly Reimbursement
Due date: _____
- Biannual Reimbursement
Due date: _____
- Fee for Service Reimbursement
Due date: _____
- Rate Based Reimbursement
Due date: _____
- Fifth Quarter Reimbursement
Due date: _____

Contract Number: # _____

- Milestone/Performance Reimbursement
Due date/frequency: _____
- Scheduled Reimbursement
Due date/frequency: _____
- Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report no later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**FORM C
WORK FORCE EMPLOYMENT UTILIZATION**

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:		

Enter the total number of employees in 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								Disabled		Veteran	
		Male (M)	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 form to: NYS Department of State, Office of Affirmative Action Programs 99 Washington Ave, Ste. 1150, Albany, NY 12231

**FORM C
WORK FORCE EMPLOYMENT UTILIZATION**

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:		

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

Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled			
		Male (M)	Female (F)	White (M) (F)	Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	
Officials/Administrators															
Professionals															
Technicians															
Construction Workers															
Service/Clerical															
Production Workers															
Operators															
Machine Workers															
Temporary Apprentices															
Others															

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to: NYS Department of State Office of Affirmative Action Programs 99 Washington Ave, Ste. 1150 Albany, NY 12231	

APPENDIX H: MWBE UTILIZATION FORMS

FORM A

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

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

This organization will and will cause its contractors and subcontractors to take good

faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

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

EEO

utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

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

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

M/WBE Contract Goals

_____20% Minority and Women’s Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women’s Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM D 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 15% WBE 15%

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 Subcontract: Supplies/Services and intended performance dates of each component of the contra
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 E.

<p>PREPARED BY (Signature): DATE:</p> <p>NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR M/WBE USE ONLY	
	REVIEWED BY:	DATE:
	<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>	

General Instructions: The work force utilization (FORM C) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to _____ within 10 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.

1. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
2. Check off the box that corresponds to the reporting period for this report.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Office of Affirmative Action Programs at (518) 473-2507 if you have any questions.
7. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
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 report, 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.

ISLANDER

- **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**