New York State Office for New Americans

REQUEST FOR APPLICATIONS
RFA #16-ONA-24

Workforce Community Education, Community Navigator and Welcoming Communities Program

Important Dates:

RFA Release Date:	November 29, 2016
Questions Due:	December 27, 2016
RFA Updates Posted:	January 11, 2017
Application Due Date:	March 6, 2017

CONTACT INFORMATION

General Program Information/Inquiry	Proposal Submission
New York State Office for New Americans One Commerce Plaza 99 Washington Avenue, Suite 1020 Albany, NY 12231-0001 E-mail: ONAWorkforceOutreachRFA@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

There is a chronic lack of accessible information about publicly available services and programs in low-income immigrant communities throughout New York State. Low-income New American communities in New York State often lack reliable information regarding workforce development opportunities and other opportunities open to all New Yorkers to fully participate in our State's civic and economic life. Meanwhile, the complex relationship between immigrants and government has further left newcomers at a deficit for reliable, trusted information. Taken together, this has left New York State's new American population ignored for career pathways, vulnerable to financial frauds and at an access deficit for possible ladders of opportunities. Dedicated outreach and community welcoming efforts are needed to help low-income immigrants gain access to the same opportunities available to all others in the State and country. To address this need, the New York State Office for New Americans (ONA) is seeking local leadership to coordinate and conduct outreach to low-income immigrant communities, and to create a grassroots community navigators program to help low-income New Americans.

This RFA seeks to award funding to up to fourteen (14) partner organizations located throughout New York State to conduct this work. Through this effort, ONA seeks to maximize the participation of low-income immigrant community members in New York State's civic and economic life. Using the funding described in this RFA, successful partner organizations will help ONA coordinate and conduct outreach in support of available services by working with grassroots organizations, community leaders, community-based organizations (including ONA Opportunity Centers and Community Action Agencies (CAAs)), Regional Economic Development Council's Opportunity Agenda workgroups, faith-based organizations and local governments. This Request for Applications (RFA) complements recently funded grant programs that will support the funding of ONA Neighborhood-Based Opportunity Centers ("ONA Opportunity Centers") around New York State and of legal counsels ("ONA Legal Counsel") that will provide legal technical assistance to ONA Opportunity Centers.

II. FUNDING AND PROJECT PERIOD

The New York State Department of State (DOS), on behalf of ONA, is making approximately $1,057,000 in federal Community Services Block Grant funding available through this RFA to provide up to fourteen (14) awards to partner organizations to hire and host individuals to serve as ONA Immigrant Community Navigators. The initial contract period is anticipated to be July 1, 2017 – June 30, 2018, with an opportunity for up to two annual renewals. Continued funding is contingent upon funding availability, and the organization's ability to meet the program requirements of the contract as stipulated in this RFA.

Funds for each award in the initial year is anticipated to be $75,500 per contract. Matching funds are not required for this grant program. The Secretary of State has waived the local share match requirement for this RFA.

The following funding restrictions/guidelines should be noted:

(1) Funds awarded under this RFA may not be used to supplant other grant award funds, including any other ONA funding

(2) Ineligible costs are those not adequately justified or that do not directly support the project;

(3) The use of funding must conform to the authorized purposes of the Community Services Block Grant Act, 42 USC section 9901 and 9907[b][1];
(4) The use of funds must comply with all applicable federal cost principles;
(5) The use of funding must ultimately be for the purpose of improving the lives of "low-income persons," meaning those individuals or families with income levels at or below 125% (percent) of the federal poverty line;
(6) Only organizations with a federally approved indirect cost rate will be able to apply it towards this grant
(7) Ineligible costs will be stricken from proposed budgets.

ONA reserves the right to offer partial or no funding to any potential grantee if its application cannot fulfill its proposed program within the funding restrictions herein. In the event that any awardee fails to satisfactorily negotiate a proper contract, ONA reserves the right to award the contract to the next highest-scoring applicant in the region in question.

III. APPLICANT ELIGIBILITY

The following organizations are eligible to apply for an award:

- Community Action Agencies (CAAs)[1]; or,
- Community-based not-for-profit organizations with 501(c)(3) IRS status, having a principal place of business within New York State and meeting the definition of "community-based organization" as outlined in NY Executive Law section 159-e[4])[2].

All applicants are required to demonstrate that their organization:

- Currently provides services to low-income persons directly or through contract, and includes a board of directors that allows for maximum feasible participation of the poor, either through tripartite composition as required by NY Executive Law section 159-e(2) (for CAAs), or where more than 50% of its members reside in its service area as required by NY Executive Law section 159-e(4) (for CBO's); and,
- Applicants are required to demonstrate that funds will address one or more of CSBG National Performance Indicators (NPIs) (See Appendix A) and will result in clear and self-evident positive outcomes in the lives of low-income individuals and families.
- Applicant is a not-for-profit organization with a 501(c)(3) status operating continuously for the last three (3) years, and has not been debarred from contracting with the State or federal government in the past three (3) years.

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

[2] *Community-Based Organization* shall mean any organization incorporated for the purpose of providing services or other assistance to economically or socially disadvantaged persons within its designated community. Such organization must have a board of directors of which more than half of the members reside in such designated community.

Preference will be given to applicants who demonstrate extensive knowledge of the low-income immigrant community intended to be served by the proposed project, and demonstrate that the organization and its staff working on this project have gained the trust of the immigrant community, and that they have a strategic plan to engage stakeholders in a variety of fields, including, but not limited to, private sector, local governments, not-for-profit organizations, etc.

Current ONA grantees Community Action Agencies or other ONA or DOS past or current grantee are not precluded from applying for this RFA.

IV. APPLICATION PROCEDURES

The application package is available online at www.dos.ny.gov/funding. Requests for the RFA package may be made by e-mail at: ONAWorkforceOutreachRFA@dos.ny.gov.

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. Questions should be sent via email addressed to ONAWorkforceOutreachRFA@dos.ny.gov. When corresponding by e-mail, clearly indicate the subject line as "*Workforce Community Education, Community Navigator and Welcoming Communities Program.*" Where applicable, please refer to the RFA page number and section. No responses will be provided to inquiries made by telephone other than to request an RFA package.

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

b. APPLICATION SUBMISSION

One complete original application and four exact copies of each application must be submitted (for a total of 5 copies). All submissions are required to contain the complete application, the 'Contact Cover Page'(See Appendix B) submitted as **Attachment 1: Contact Cover Page**, and all other required attachments.

All applications must be delivered to:

Chet Fiske, Contract Administration Unit
New York State Department of State
Bureau of Fiscal Management RFA # 16-ONA-24
One Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231-0001

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

Applications must be received as outlined on the front page of this RFA. Late applications will not be reviewed and will be returned unopened to the applicant.

V. GENERAL PROGRAM SERVICES

Many low-income New American communities have a complete lack of reliable information regarding available services and programs that would have significant positive impacts on their lives. Though many grassroots and community based organizations and state and local governments have programs and services dedicated to help improve the lives of the members of these vulnerable populations, the lack of widespread coordination and outreach efforts have made these beneficial services virtually inaccessible to the people who need them most. To better serve these low-income immigrant communities, specialists dedicated to conducting intensive outreach efforts in these communities are needed.

This RFA seeks to fund up to fourteen (14) partner organizations. Each partner organization awardee will be required to hire and maintain a 100% dedicated, full time staff member ("ONA Immigrant Community Navigators") to accomplish the tasks laid out in this RFA for the benefit of low-income New Americans in the designated service area. The program is organized into three separate categories as outlined by the 'Map of ONA Workforce Outreach and Welcoming Communities Program Regions' (Appendix C):

1. **Part A** of this RFA seeks two (2) partner organizations to work with Not-for-Profit Organizations based in the North Country.
2. **Part B** of this RFA seeks nine (9) partner organizations to work in regions with a local Opportunity Center outside of New York City.
3. **Part C** of this RFA seeks three (3) partner organizations to work in New York City.

All of the partner organizations, through its respectively hired ONA Immigrant Community Navigator, will be tasked with establishing and leading community navigator programs with the focus to help low-income new Americans integrate into their new communities within New York State. In addition, the ONA Immigrant Community Navigators will create or be involved in a number of employment/career development workshops in connection with their partnering ONA Opportunity Centers or North Country not-for-profit organization(s), and create and execute a community volunteer outreach and recruitment plan geared towards coordinating outreach efforts to better inform and serve the low-income immigrant communities in New York State.

An individual hired by the selected not-for-profit organization to serve as the ONA Immigrant Community Navigator should possess the following requirements prior to being hired:

- Demonstrated previous experience working with low-income communities
- An understanding of the needs of low-income immigrants in the proposed region
- Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities
- A history of developing effective collaborative relationships with community-based organizations, government agencies and officials, and other entities, etc.

ONA Immigrant Community Navigator should preferably speaks a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.

In accordance with PL. 105-285, Section 678E, all CSBG Contractors and Delegate agencies in New York State are required to participate in the Result-Oriented Management and Accountability

(ROMA) system approved by the U.S. Department of Health and Human Services, Office of Community Services. This includes preparation and submission of:

- Four (4) Program Progress Reports documenting progress toward achieving the milestones as stated in the approved Work Plan; and
- An Annual Report, which accounts for CSBG funds, and compares the planned use of these funds with the actual uses of the funds. The Annual Report shall be prepared on forms provided by and in the format requested by the Department and must be submitted by November 1st each year.

Applicants are encouraged to participate in the optional Results-Oriented Management and Accountability (ROMA) training through the New York State Community Action Association (NYSCAA). The NYSCAA website, http://www.nyscaaonline.org, contains all registration information.

VI. REQUIRED ACTIVITIES

PART A

REGION: NORTH COUNTRY EAST (Region A), NORTH COUNTRY WEST (Region B)

This section discusses the required activities and contractual documentation requirements for successful applicants under this RFA.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Hire one (1) ONA Immigrant Community Navigator for the region which you are applying	ONA Immigrant Community Navigator should possess the following requirements prior to being hired: • Demonstrate previous experience working with low-income communities • An understanding of the needs of low-income immigrants in the proposed region • Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities • A history of developing effective collaborative relationships with community-based organizations, government agencies and officials, and other entities, etc. • Preferably speaks a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.	- Current resume - Job description - Documentation demonstrating outreach for position - Writing sample - Documentation of mastery of additional language aside from English, where applicable. - Time sheets demonstrated by hours worked broken down by activities	One (1) 100% dedicated, full time staff member with demonstrated previous experience working with low-income communities

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Establish and lead a local "Immigration Integration Round Table" program including but not limited to representatives from members of the private sector, local governments, community based organizations, immigrants, local businesses, chambers of commerce, farm workers, farm owners, CAAs, refugee resettlement agencies, immigrant service providers and members of the community. The Round Table must focus on at least one (1) municipality or county within the proposed region.	Must use one or more of the "guides" found at 'Welcoming America': • Receiving Communities Initiative Toolkit • Community Planning Process Guide • Guide to Immigrant Economic Development These guides should be used to elicit participation from community leaders in the immigrant community, representatives from grassroots and community and/or faith-based organizations, and local government officials to coordinate programs and services to support the low-income immigrant communities in your proposed municipality or county. .	- Agendas - Sign-in sheets - Meeting minutes - Recordings of meetings (if available)	The ONA Immigrant Community Navigators will lead at least ten (10) Round Table meetings a year in proposed municipality or county, (approximately one meeting a month during the fall, winter and spring months, and a single meeting in the summer months).

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Deliver research report regarding important economic, workforce issues facing immigrants in the region as identified by the immigrant community	Survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants throughout specified region. Work with an academic partner and/or think tank to produce statically-led study	- Completed study - Contract or MOU for funds conveyed for the study	Research report created by an academic or think tank partner submitted to ONA by the end of the first year of the contract, or by the end of the first year of the round table meetings if there is a delay in contracting.
Identify a not-for-profit partner and other partners in the service area and develop and implement Employment/ Workforce Development workshops, expos, or other type of events to be held at the partner agency to meet the needs of the immigrant community	Collaboratively creating community forums on employment/ workforce related topics relevant to the needs of the community.	- Records, logs, and pictures - Sign-in sheets - Workshop topics - Partner organizations - Outreach materials - Agendas - Take home materials with relevant information referring clients to services and programs available in the region	The Immigrant Community Navigator will develop ten (10) workshops /expos/ events per year, on employment/ workforce related topics relevant to the community.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Coordinate and support ONA Press Office with advertising and other media related efforts.	Develop strategies to disseminate information through paid media, which must be approved by the ONA Press Office. Also coordinate media events with the ONA Press Team.	- List of local/ ethnic media in designated area - Log/receipts of all advertisement placed, including date and forum - Record of any media efforts supported, description and pictures of events - Copies of created media (ads, audio, video)	Logs and records are to be submitted on a quarterly basis. The Outreach Specialist is required to participate in monthly meetings with the ONA Press office, or on an as needed basis, to be determined by ONA.
Create a strategic plan to recruit a significant number of community volunteers	Develop an ongoing volunteer recruitment plan	Volunteer recruitment plan	Annual volunteer recruitment plan
Recruit significant number of community volunteers who will help low-income immigrants learn about existing services	Implement an ongoing volunteer recruitment plan	- Log of volunteers, and languages spoken by volunteers - Implementation plan timeline at the beginning of the contract year - List of organizations that may provide a significant source of volunteers - Log of activities, time in which volunteers participated - Contact information (name, email, phone, number, affiliated organization, in electronic format)	Quarterly progress reports, including the numbers of volunteers recruited and activities in which they were engaged should be submitted to ONA. At least 100 volunteers to be recruited each year by each Community Navigator

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Conduct community outreach impact days with volunteers.	These community outreach impact days should relate to immigrant integration issues, informing community members of seminars and workshops, know your rights forums, and other pertinent information/relevant events.	- Log of community outreach impact days including but not limited to: neighborhoods reached; activities performed - Sign-in sheet for volunteers used, number of hours per volunteer and activities performed	These community impact days should occur at least ten (10) times a year.
Track and create a calendar of local immigrant-related events on the ONA website.	Publicly post and share calendar with monthly updates of events relevant to the new American community	- Calendar of local immigrant-related events	Calendars are to be submitted to ONA regularly, at least monthly
Create up to four (4) local tours for relevant stakeholders, as requested.	Provide local tours and site visits of immigrant service providers in the region (ex. Walking tour of local immigrant-owned businesses) Organize logistics of the visits, along with specific points of interest.	- Log of visits and pictures of events - Sign-in sheet of attendees	Up to four (4) tours, as requested

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Conduct Community Conversations about welcoming immigrants, particularly the low-income immigrant population, including outreach for these events	Using the NYS Council on the Humanities curriculum or other ONA-approved guides, implement events which connects low-income immigrants to its receiving community, and raises awareness about the historic and current positive impact immigrants have on the state's civic and economic life.	- Records, logs, and pictures - Sign-in sheets - Community Conversation topic(s) - Curriculum used - Partner organizations - Outreach materials - Agendas	These Community Conversations should occur at least five (5) times a year.
Conduct Community Navigator trainings, including outreach for these events	Using the New York Immigration Coalition curriculum or other ONA-approved guides, implement trainings for community leaders about immigrant integration issues and resources to which they can connect immigrants in their community.	- Records, logs, and pictures - Sign-in sheets - Community Conversation topic(s) - Curriculum used - Partner organizations - Outreach materials - Agendas	These Community Navigator trainings should occur at least five (5) times a year.

PART B

REGION: **WESTERN NY (Region C), FINGER LAKES (Region D), CENTRAL NY (Region E), MOHAWK VALLEY (Region F), CAPITAL REGION (Region G), UPPER HUDSON VALLEY (Region H), LOWER HUDSON VALLEY (Region I), WESTCHESTER (Region J), LONG ISLAND (Region K)**

This section discusses the required activities and contractual documentation requirements for successful applicants under this RFA.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Hire one (1) ONA Immigrant Community Navigator for the region which you are applying	ONA Immigrant Community Navigator should possess the following requirements prior to being hired: • Demonstrate previous experience working with low-income communities • An understanding of the needs of low-income immigrants in the proposed region • Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities • A history of developing effective collaborative relationships with community-based organizations, government agencies and officials, and other entities, etc. • Preferably speaks a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.	- Current resume - Job description - Documentation demonstrating outreach for position - Writing sample - Documentation of mastery of additional language aside from English, where applicable. - Time sheets demonstrated by hours worked broken down by activities	One (1) 100% dedicated, full time staff member with demonstrated previous experience working with low-income communities

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Establish and lead a local "Immigration Integration Round Table" program including but not limited to representatives from members of the private sector, local governments, community based organizations, immigrants, local businesses, chambers of commerce, farm workers, farm owners, CAAs, **local Opportunity Centers,** refugee resettlement agencies, immigrant service providers and members of the community. The Round Table must focus on at least one (1) municipality or county within the proposed region.	Must use one or more of the "guides" found at 'Welcoming America': • Receiving Communities Initiative Toolkit • Community Planning Process Guide • Guide to Immigrant Economic Development These guides should be used to elicit participation from community leaders in the immigrant community, representatives from grassroots and community and/or faith-based organizations, and local government officials to coordinate programs and services to support the low-income immigrant communities in your proposed municipality or county. .	- Agendas - Sign-in sheets - Meeting minutes - Recordings of meetings (if available)	The ONA Immigrant Community Navigators will lead at least ten (10) Round Table meetings a year in proposed municipality or county, (approximately one meeting a month during the fall, winter and spring months, and a single meeting in the summer months).

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Deliver research report regarding important economic, workforce issues facing immigrants in the region as identified by the immigrant community	Survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants throughout specified region. Work with an academic partner and/or think tank to produce statically-led study	- Completed study - Contract or MOU for funds conveyed for the study	Research report created by an academic or think tank partner submitted to ONA by the end of the first year of the contract, or by the end of the first year of the round table meetings if there is a delay in contracting
Work with the ONA Opportunity Center(s) and other partners in the service area and develop and implement Employment/ Workforce Development workshops, expos, or other type of events to be held at the partner agency to meet the needs of the immigrant community	Collaboratively creating community forums on employment/workforce related topics relevant to the needs of the community.	- Records, logs, and pictures - Sign-in sheets - Workshop topics - Partner organizations - Outreach materials - Agendas - Take home materials with relevant information referring clients to services and programs available in the region	The Immigrant Community Navigator will develop ten (10) workshops/expos/events per year, on employment/ workforce related topics relevant to the community. These are in addition to the workshops required to be created under the Opportunity Center contract

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Coordinate and support ONA Press Office with advertising and other media related efforts.	Develop strategies to disseminate information through paid media, which must be approved by the ONA Press Office. Also coordinate media events with the ONA Press Team.	- List of local/ ethnic media in designated area - Log/receipts of all advertisement placed, including date and forum - Record of any media efforts supported, description and pictures of events - Copies of created media (ads, audio, video)	Logs and records are to be submitted on a quarterly basis. The Immigrant Community Navigator is required to participate in monthly meetings with the ONA Press office, or on an as needed basis, to be determined by ONA.
Create a strategic plan to recruit a significant number of community volunteers	Develop an ongoing volunteer recruitment plan	- Volunteer recruitment plan	Annual volunteer recruitment plan
Recruit significant number of community volunteers who will help low-income immigrants gain learn about existing services	Implement an ongoing volunteer recruitment plan	- Log of volunteers, and languages spoken by volunteers - Implementation plan timeline at the beginning of the contract year - List of organizations that may provide a significant source of volunteers - Log of activities, time in which volunteers participated - Contact information (name, email, phone, number, affiliated organization, in electronic format)	Quarterly progress reports, including the numbers of volunteers recruited and activities in which they were engaged should be submitted to ONA. At least 100 volunteers to be recruited a year by each navigator

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Conduct community outreach impact days with volunteers.	These community outreach impact days should relate to immigrant integration issues, informing community members of seminar and workshop, know your rights forums, and other pertinent information/relevant events.	- Log of community outreach impact days including but not limited to: neighborhoods reached; activities performed - Sign-in sheet for volunteers used, number of hours per volunteer and activities performed	These community impact days should occur at least ten (10) times a year.
Track and create a calendar of local immigrant-related events on the ONA website.	Publicly post and share calendar with monthly updates of events relevant to the new American community	- Calendar of local immigrant-related events	Calendars are to be submitted to ONA regularly, at least monthly
Create up to four (4) local tours for relevant stakeholders, as requested.	Provide local tours and site visits of immigrant service providers in the region (ex. Walking tour of local immigrant-owned businesses) Organize logistics of the visits, along with specific points of interest.	- Log of visits and pictures of events - Sign-in sheet of attendees	Up to four (4) tours, as requested
Conduct Community Conversations about welcoming immigrants, including outreach for these events	Using the NYS Council on the Humanities curriculum or other ONA-approved guides, implement events which connects immigrants to its receiving community, and raises awareness about the historic and current positive impact immigrants have on the state's civic and economic life.	- Records, logs, and pictures - Sign-in sheets - Community Conversation topic(s) - Curriculum used - Partner organizations - Outreach materials - Agendas	These Community Conversations should occur at least five (5) times a year.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Conduct Community Navigator trainings, including outreach for these events	Using the New York Immigration Coalition curriculum or other ONA-approved guides, implement trainings for community leaders about immigrant integration issues and resources to which they can connect immigrants in their community.	- Records, logs, and pictures - Sign-in sheets - Community Conversation topic(s) - Curriculum used - Partner organizations - Outreach materials - Agendas	These Community Navigator trainings should occur at least five (5) times a year.

PART C

REGION: **BROOKLYN & STATEN ISLAND (Region L), QUEENS (Region M), BRONX & MANHATTAN (Region N)**

This section discusses the required activities and contractual documentation requirements for successful applicants under this RFA.

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Hire one (1) ONA Immigrant Community Navigator for the region which you are applying	ONA Immigrant Community Navigator should possess the following requirements prior to being hired: • Demonstrate previous experience working with low-income communities • An understanding of the needs of low-income immigrants in the proposed region • Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities • A history of developing effective collaborative relationships with community-based organizations, government agencies and officials, and other entities, etc. • Preferably speaks a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.	- Current resume - Job description - Documentation demonstrating outreach for position - Writing sample - Documentation of mastery of additional language aside from English, where applicable. - Time sheets demonstrated by hours worked broken down by activities	One (1) 100% dedicated, full time staff member with demonstrated previous experience working with low-income communities

Conduct Community Conversations about welcoming immigrants, including outreach for these events	Using the NYS Council on the Humanities curriculum or other ONA-approved guides, implement events which connect immigrants to its receiving community, and raises awareness about the historic and current positive impact immigrants have on the state's civic and economic life.	- Records, logs, and pictures - Sign-in sheets - Community Conversation topic(s) - Curriculum used - Partner organizations - Outreach materials - Agendas	These Community Conversations should occur at least ten (10) times a year per navigator
Conduct Community Navigator trainings, including outreach for these events	Using the New York Immigration Coalition curriculum or other ONA-approved guides, implement trainings for community leaders about immigrant integration issues and resources to which they can connect immigrants in their community.	- Records, logs, and pictures - Sign-in sheets - Community Conversation topic(s) - Curriculum used - Partner organizations - Outreach materials - Agendas	These Community Navigator trainings should occur at least ten (10) times a year per navigator

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Coordinate and support ONA Press Office with advertising and other media related efforts.	Develop strategies to disseminate information through paid media, which must be approved by the ONA Press Office. Also coordinate media events with the ONA Press Team.	- List of local/ ethnic media in designated area - Log/receipts of all advertisement placed, including date and forum - Record of any media efforts supported, description and pictures of events - Copies of created media (ads, audio, video)	Logs and records are to be submitted on a quarterly basis. The Outreach Specialist is required to participate in monthly meetings with the ONA Press office, or on an as needed basis, to be determined by ONA.
Create a strategic plan to recruit a significant number of community volunteers	Develop an ongoing volunteer recruitment plan	- Volunteer recruitment plan	Annual volunteer recruitment plan
Recruit significant number of community volunteers who will help low-income immigrants gain learn about existing services	Implement an ongoing volunteer recruitment plan	- Log of volunteers, and languages spoken by volunteers - Implementation plan timeline at the beginning of the contract year - List of organizations that may provide a significant source of volunteers - Log of activities, time in which volunteers participated - Contact information (name, email, phone, number, affiliated organization, in electronic format)	Quarterly progress reports, including the numbers of volunteers recruited and activities in which they were engaged should be submitted to ONA. At least 125 volunteers to be recruited each year by each navigator

REQUIRED ACTIVITIES	SERVICE DESCRIPTION	DOCUMENTATION REQUIREMENTS	EXPECTED QUANTITIES
Conduct community outreach impact days with volunteers.	These community outreach impact days should relate to immigrant integration issues, informing community members of seminar and workshop, know your rights forums, and other pertinent information/relevant events.	- Log of community outreach impact days including but not limited to: neighborhoods reached; activities performed - Sign-in sheet for volunteers used, number of hours per volunteer and activities performed	These community impact days should occur at least ten (10) times a year.
Track and create a calendar of local immigrant-related events on the ONA website.	Publicly post and share calendar with monthly updates of events relevant to the new American community	- Calendar of local immigrant-related events	Calendars are to be submitted to ONA regularly, at least monthly
Create up to four (4) local tours for relevant stakeholders, as requested.	Provide local tours and site visits of immigrant service providers in the region (ex. Walking tour of local immigrant-owned businesses) Organize logistics of the visits, along with specific points of interest.	- Log of visits and pictures of events - Sign-in sheet of attendees	Up to four (4) tours, as requested

VII. COMPLETING THE APPLICATION

Applicants should respond to this RFA by compiling the narratives and forms described below. 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.

Applicants do not need to be located in a service delivery area to apply. Applicants proposing to serve more than one service area (Part A, B or C) are required to submit a separate application for each service area.

Submit a regional identification sheet (see Appendix D) indicating the region targeted for funding. Label and submit as **Attachment 2: Regional Identification**

Pass/Fail: The following criteria must be met to qualify applications for review. Failure to meet the following criteria will result in disqualification of the application:

1. Submit the application by the due date and time listed on the RFA cover sheet.
2. Submit one complete original application and 4 exact copies.
3. The applicant must be an eligible organization as defined in Section III, above, of this RFA.
4. The applicant must be prequalified in Grants Gateway by the application due date.
5. Applicant is a not-for-profit organization with a 501(c)(3) status operating continuously for the last three (3) years, and has not been debarred from contracting with the State or federal government in the past three (3) years.

Application Format:

PART A

REGION: NORTH COUNTRY EAST (Region A), NORTH COUNTRY WEST (Region B)

1. **PROJECT SUMMARY**
   a. Describe the proposed services and activities.
   b. Describe region and low-income immigrant populations where applicant proposes to serve, and identify the specific needs of those low-income immigrant communities.
   c. Describe expected results and outcomes as they relate to the project's objectives and the needs identified in the community.

2. **ORGANIZATIONAL EXPERIENCE**
   a. Describe knowledge of the services available to those immigrants in the region through community-based organizations, state and local governments, religious institutions, and other service providers.
   b. Describe organizational capacity to work with non-English speaking clients in the region.
   c. Describe experience working with low-income immigrant populations and organizations focused on providing support services to low-income immigrant populations.

d. Describe past experience building coalitions of community-based organizations throughout a wide/diverse service area including past experience with bringing together multiple stakeholders for a common goal/cause.
e. Describe pre-existing organizational relationships with local community organizations who can support immigration services, projects, and initiatives in the service area. Include examples of past collaborations and the length of the relationship. Attach at least three (3) letters of support from organizations with whom the applicant has collaborated on low-income immigrant issues, including dates, types of collaboration, and as any successful outcomes from that relationship. All letters must be on the organization's letterhead.
f. Identify a partner organization with which the applicant proposes to conduct workforce development workshops. Describe that partner organization's past experience working with low-income immigrants including length of time serving this community and number of low-income immigrants served annually. Fully describe the organization's past experience conducting workshops on employment/workforce development including type of workshops held and number of clients served in these type of workshops annually.

3. PROGRAM PROPOSAL

a. Describe organizational ability to recruit and hire a high-quality ONA Immigrant Community Navigator who meets the following minimum qualifications: (1) Demonstrate previous experience working with low-income communities (2) An understanding of the needs of low-income immigrants in the proposed region (3) Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities (4) A history of developing effective collaborative relationships with community-based organizations and other entities. The ONA Immigrant Community Navigator should preferably speaking a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.
b. Describe plan to recruit ONA Immigrant Community Navigator, including a sample of the job description. For applicants who anticipate repurposing a current staff member, demonstrate that the individual meets the basic requirements of the ONA Immigrant Community Navigator.
c. Describe strategy to recruit community leaders in immigrant communities, the business sector, representatives from grassroots and community organizations including ONA Opportunity Centers and Community Action Agencies, local and state officials, Regional Economic Development Council's Opportunity Agenda workgroups, faith-based organizations and local government officials, for local 'Immigration Integration Round Table' program, as described in Section VI: Required Activities.
d. Describe proposed activities to be performed by the Round Table to support low-income immigrant communities include programs, initiatives. Describe target beneficiaries and/or audience for each program initiative. Include which municipality or county you intend the Round Table to focus on. Also, identify one or more of the

following 'Welcoming America' guides you intend to utilize: Receiving Communities Initiative Toolkit, Community Planning Process Guide, Guide to Immigrant Economic Development

e. Describe fully how you plan to survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants in your specified region.
f. Provide ideas for at least ten (10) potential employment/career development workshops/expos/events annually geared towards low-income new Americans in the proposed area. Include data supporting the need for proposed workshops, and a detailed implementation plan for workshop development. Include a description of how the organization will engage their partner non-profit organization to host these workshops. Also, identify which National Performance Indicators (NPIs) you will meet (See Appendix A).
g. Provide detailed outreach strategy to mobilize participation and achieve high levels of attendance of new Americans at workshops and other events throughout the service area.
h. Provide a detailed plan to reach out to, recruit, and engage volunteers on a consistent basis, who will help low-income immigrants learn about existing services. Also, include the number of volunteers you plan to recruit annually.
i. Provide a detailed strategy to disseminate information to low-income immigrants through paid media.
j. Provide a detailed plan for conducting at least ten (10) annual community outreach impact days with volunteers.
k. Describe how you will track and share low-income immigrant-related events with ONA.
l. Provide detailed ideas for up to four (4) local tours for relevant stakeholders.
m. Provide detailed ideas for up to five (5) Community Conversations, and describe how they will connect low-income immigrants to their receiving community, and raise awareness about the historic and current positive impact immigrants have on the state's civic and economic life.
n. Provide detailed ideas for five (5) Community Navigator trainings, and include a curriculum for community leaders about low-income immigrant integration issues and resources to which they can connect immigrants to in their community. Also, fully describe how you will conduct outreach for these trainings.
o. Complete and attach the Logic Model Plan for proposed region (Appendix E) and submit as **Attachment 3: Logic Model Plan.**

4. BUDGET SUMMARY

a. Provide a detailed budget for the first year containing allowable, reasonable, and necessary costs as found in Appendix F. Applicant should submit as **Attachment 4: Budget Summary.** If the applicant plans to apply an indirect cost rate, they must also attach a federally approved indirect cost rate letter.
b. Includes a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.

c. Clearly justify all costs proposed in the budget as they directly relate to projects costs outlined in the RFA.

5. M/WBE COMPLIANCE

For purposes of this RFA, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation. While the Contractor is encouraged to promote and assist the participation of certified MWBEs in the performance of the Contract, the Department has determined that the provisions of Article 15-A of the Executive Law that require the setting of business participation goals does not apply due to the nature of the services and/or materials that will be provided under the grant resulting from this RFA.

6. SECOND-LEVEL REVIEW – ADDITIONAL POINTS

Applicant should submit evidence of applicant's history and experience of working with low-income 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 5: Recognition.**

PART B

REGION: **WESTERN NY (Region C), FINGER LAKES (Region D), CENTRAL NY (Region E), MOHAWK VALLEY (Region F), CAPITAL REGION (Region G), UPPER HUDSON VALLEY (Region H), LOWER HUDSON VALLEY (Region I), WESTCHESTER (Region J), LONG ISLAND (Region K)**

1. PROJECT SUMMARY

a. Describe the proposed services and activities.
b. Describe region and low-income immigrant populations where the applicant proposes to serve, and identify the specific needs of those low-income immigrant communities.
c. Describe expected results and outcomes as they relate to the project's objectives and the needs identified in the community.

2. ORGANIZATIONAL EXPERIENCE

a. Describe knowledge of the services available to those immigrants in the region through community-based organizations, state and local governments, religious institutions, and other service providers.
b. Describe capacity to work with non-English speaking clients in the region.
c. Describe experience working with low-income immigrant populations and organizations focused on providing support services to low-income immigrant populations.

d. Describe past experience building coalitions of community based organizations throughout a wide/diverse service area including past experience with bringing together multiple stakeholders for a common goal/cause.
e. Describe pre-existing organizational relationships with local community organizations who can support immigration services, projects, and initiatives in service area, include examples of past collaborations and the length of the relationship and attach at least 3 letters of support from organizations with whom the applicant has collaborated on low-income immigrant issues, including dates, type of collaboration, as well as any successful outcomes from that relationship. All letters must be on the organization's letterhead.

3. PROGRAM PROPOSAL

a. Describe organizational ability to recruit and hire a high-quality ONA Immigrant Community Navigator who meets the following minimum qualifications: (1) Demonstrate previous experience working with low-income communities (2) An understanding of the needs of low-income immigrants in the proposed region (3) Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities (4) A history of developing effective collaborative relationships with community-based organizations and other entities. The ONA Immigrant Community Navigator should preferably speaking a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.
b. Describe plan to recruit ONA Immigrant Community Navigator, including a sample of the job description. For applicants who anticipate repurposing a current staff member, demonstrate that the individual meets the basic requirements of the ONA Immigrant Community Navigator.
c. Describe strategy to recruit community leaders in immigrant communities, the business sector, representatives from grassroots and community organizations including ONA Opportunity Centers and Community Action Agencies, Regional Economic Development Council's Opportunity Agenda workgroups, local and state officials, faith-based organizations and local government officials, for local 'Immigration Integration Round Table' program.
d. Describe proposed activities to be performed by the Round Table to support low-income immigrant communities include programs, initiatives. Describe target beneficiaries and/or audience for each program initiative. Include which municipality or county you intend the Round Table to focus on. Also, identify one or more of the following 'Welcoming America' guides you intend to utilize: Receiving Communities Initiative Toolkit, Community Planning Process Guide, Guide to Immigrant Economic Development.
e. Describe fully how you will survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants throughout your specified region.
f. Provide detailed ideas for at least ten (10) potential employment/career development workshops/expos/events annually geared towards low-income new Americans in the

proposed area. Include data supporting the need for proposed workshops, and a detailed implementation plan for workshop development. Include a description of how the organization will engage the Opportunity Centers to host these workshops. Also identify which National Performance Indicators (NPIs) you will meet (See Appendix A).

g. Provide a detailed outreach strategy to mobilize participation and achieve high levels of attendance of new Americans at workshops and other events throughout the service area.
h. Provide a detailed strategy to disseminate information to low-income immigrants through paid media.
i. Provide a detailed plan to reach out to, recruit, and engage volunteers on a consistent basis, who will help low-income immigrants learn about existing services. Also, include the number of volunteers you plan to recruit annually.
j. Provide a detailed plan for conducting at least ten (10) annual community outreach impact days with volunteers.
k. Describe how you will track and share low-income immigrant-related events with ONA.
l. Provide detailed ideas for up to four (4) local tours for relevant stakeholders.
m. Provide detailed ideas for up to five (5) Community Conversations, and describe how they will connect low-income immigrants to their receiving community, and raise awareness about the historic and current positive impact immigrants have on the state's civic and economic life.
n. Provide detailed ideas for five (5) Community Navigator trainings, and include a curriculum for community leaders about low-income immigrant integration issues and resources to which they can connect immigrants to in their community. Also, fully describe how you will conduct outreach for these trainings.
o. Complete and attach the Logic Model Plan for proposed region (Appendix E) and submit as **Attachment 3: Logic Model Plan.**

4. BUDGET SUMMARY

a. Provide a detailed budget for the first year containing allowable, reasonable, and necessary costs as found in Appendix F. Applicant should submit as **Attachment 4: Budget Summary.** If the applicant plans to apply an indirect cost rate, they must also attach a federally approved indirect cost rate letter.
b. Includes a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.
c. Clearly justify all costs proposed in the budget as they directly relate to projects costs outlined in the RFA.

5. M/WBE COMPLIANCE

For purposes of this RFA, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation. While the Contractor is encouraged to promote and assist the participation of certified MWBEs in the performance of the Contract, the Department has determined that the provisions of

Article 15-A of the Executive Law that require the setting of business participation goals does not apply due to the nature of the services and/or materials that will be provided under the grant resulting from this RFA.

6. SECOND-LEVEL REVIEW – ADDITIONAL POINTS

Applicant should submit evidence of applicant's history and experience of working with low-income 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 5: Recognition.**

PART C

REGION: **BROOKLYN & STATEN ISLAND (Region L), QUEENS (Region M), BRONX & MANHATTAN (Region N)**

1. PROJECT SUMMARY

a. Describe the proposed services and activities and how they will be delivered in the service area (New York City).
b. Describe region and low-income immigrant populations where applicant proposes to serve, and identify the specific needs of those low-income immigrant communities.
c. Describe expected results and outcomes as they relate to the project's objectives and the needs identified in the community.

2. ORGANIZATIONAL EXPERIENCE

a. Describe knowledge of the services available to those immigrants through community-based organizations, state and local governments, religious institutions, and other service providers.
b. Describe capacity to work with non-English speaking clients in the region.
c. Describe experience working with low-income immigrant populations and organizations focused on providing support services to low-income immigrant populations.
d. Describe past experience building coalitions of community based organizations throughout a wide/diverse service area including past experience with bringing together multiple stakeholders for a common goal/cause.
e. Describe pre-existing organizational relationships with local community organizations who can support immigration services, projects, and initiatives in service area, includes examples of past collaborations and length of relationship and attach at least 3 letters of support from organizations with whom the applicant has collaborated on low-income immigrant issues, including dates, type of collaboration, as well as any successful outcomes from that relationship. All letters must be on the organization's letterhead.

3. PROGRAM PROPOSAL

a. Describe organizational ability to recruit and hire a high-quality ONA Immigrant Community Navigator who meets the following minimum qualifications: (1) Demonstrate previous experience working with low-income communities (2) An understanding of the needs of low-income immigrants in the proposed region (3) Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities (4) A history of developing effective collaborative relationships with community-based organizations and other entities. The ONA Immigrant Community Navigator should preferably speaking a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.

b. Describe plan to recruit ONA Immigrant Community Navigator, including a sample of the job description. For applicants who anticipate repurposing a current staff member, demonstrate that the individual meets the basic requirements of the ONA Immigrant Community Navigator.

c. Provide detailed ideas for up to ten (10) Community Conversations, and describe how they will connect low-income immigrants to their receiving community, and raise awareness about the historic and current positive impact immigrants have on the state's civic and economic life.

d. Provide detailed ideas for ten (10) Community Navigator trainings, and include a curriculum for community leaders about low-income immigrant integration issues and resources to which they can connect immigrants to in their community. Also, fully describe how you will conduct outreach for these trainings.

e. Provide a detailed strategy to disseminate information to low-income immigrants through paid media.

f. Provide a detailed plan to reach out to, recruit, and engage volunteers on a consistent basis, who will help low-income immigrants learn about existing services. Also, include the number of volunteers you plan to recruit annually.

g. Provide a detailed plan for conducting at least ten (10) annual community outreach impact days with volunteers.

h. Describe how you will track and share low-income immigrant-related events with ONA.

i. Provide potential ideas for up to four (4) local tours for relevant stakeholders.

j. Complete and attach the Logic Model Plan for proposed region (Appendix E) and submit as **Attachment 3: Logic Model Plan.**

4. BUDGET SUMMARY

a. Provide a detailed budget for the first year containing allowable, reasonable, and necessary costs as found in Appendix F. Applicant should submit as **Attachment 4: Budget Summary.** If the applicant plans to apply an indirect cost rate, they must also attach a federally approved indirect cost rate letter.

b. Includes a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.

c. Clearly justify all costs proposed in the budget as they directly relate to projects costs outlined in the RFA.

5. M/WBE COMPLIANCE

For purposes of this RFA, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation. While the Contractor is encouraged to promote and assist the participation of certified MWBEs in the performance of the Contract, the Department has determined that the provisions of Article 15-A of the Executive Law that require the setting of business participation goals does not apply due to the nature of the services and/or materials that will be provided under the grant resulting from this RFA.

6. SECOND-LEVEL REVIEW – ADDITIONAL POINTS

Applicant should submit evidence of applicant's history and experience of working with low-income 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 5: Recognition.**

VIII. REVIEW AND SELECTION PROCESS

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

First-Level Review: Applications that pass the initial screening will be evaluated individually by an ONA Review Team. Reviewers will use the evaluation criteria listed below 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 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 her designee) may review each application and award up to 10 additional points per application for a total maximum score of 110 points. The Secretary of State may award up to 10 points per application based on criteria outlines in the Evaluating the Application section.

Awards: Under this RFA approximately fourteen (14) grants of $75,500 each for year one of the resulting contract will be made based on rank order of final scores, until allocated funds are fully distributed. Awardees should be prepared to negotiate and execute subject contracts quickly. Work related expenses incurred prior to contract execution are not authorized and may not be reimbursed if the awardee fails to negotiate a contract in good faith..

IX. EVALUATING THE APPLICATION

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

In evaluating each application for this RFA, ONA will consider the following criteria, which will be weighted in accordance with the point scale described below, for a total possible score of 110 points:

PART A

REGION: NORTH COUNTRY EAST (Region A), NORTH COUNTRY WEST (Region B)

1. **PROJECT SUMMARY** **10 POINTS**
    a. Applicant fully described the proposed services and activities.
    b. Applicant fully described region and low-income immigrant populations where they proposed to serve, and identified the specific needs of those low-income immigrant communities.
    c. Applicant fully described expected results and outcomes as they relate to the project's objectives and the needs identified in the community.

2. **ORGANIZATIONAL EXPERIENCE** **20 POINTS**
    a. Applicant fully described knowledge of the services available to those immigrants in the region through community-based organizations, state and local governments, religious institutions, and other service providers.
    b. Applicant fully described organizational capacity to work with non-English speaking clients in the region.
    c. Applicant fully described experience working with low-income immigrant populations and organizations focused on providing support services to low-income immigrant populations.
    d. Applicant fully described past experience building coalitions of community-based organizations throughout a wide/diverse service area including past experience with bringing together multiple stakeholders for a common goal/cause.
    e. Applicant fully described pre-existing organizational relationships with local community organizations who can support immigration services, projects, and initiatives in the service area. They included examples of past collaborations and the length of the relationship. Applicant also attached at least three (3) letters of support from organizations with whom the applicant has collaborated with on low-income immigrant issues, including dates, types of collaboration, and as any successful outcomes from that relationship. All letters must be on the organization's letterhead.
    f. Applicant identified a partner organization with which the applicant proposes to conduct workforce development workshops. Applicant described that partner organization's past experience working with low-income immigrants including

length of time serving the proposed community and number of low-income immigrants served annually. Applicant also fully described the organization's past experience conducting workshops on employment/workforce development including type of workshops held and number of clients served in these type of workshops annually.

3. PROGRAM PROPOSAL 50 POINTS

a. Applicant fully described organizational ability to recruit and hire a high-quality ONA Immigrant Community Navigator who meets the following minimum qualifications: (1) Demonstrates previous experience working with low-income communities (2) An understanding of the needs of low-income immigrants in the proposed region (3) Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities (4) A history of developing effective collaborative relationships with community-based organizations and other entities. The ONA Immigrant Community Navigator should also preferably speak a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which the applicant applied.
b. Applicant fully described plan to recruit ONA Immigrant Community Navigator, and included a sample of the job description. If applicant proposed repurposing a current staff member, they should have demonstrated that the individual meets the basic requirements of the ONA Immigrant Community Navigator.
c. Applicant fully described strategy to recruit community leaders in immigrant communities, the business sector, representatives from grassroots and community organizations including ONA Opportunity Centers and Community Action Agencies, local and state officials, Regional Economic Development Council's Opportunity Agenda workgroups, faith-based organizations and local government officials, for local 'Immigration Integration Round Table' program, as described in Section VI, Required Activities.
d. Applicant fully described proposed activities to be performed by the Round Table to support low-income immigrant communities include programs, initiatives. They fully described target beneficiaries and/or audience for each program initiative. Applicant included which municipality or county they intend the Round Table to focus on. Also, they identified one or more of the following 'Welcoming America' guides they intend to utilize: Receiving Communities Initiative Toolkit, Community Planning Process Guide, Guide to Immigrant Economic Development.
e. Applicant fully described how they planned to survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants in their specified region.
f. Applicant provided ideas for at least ten (10) potential employment/career development workshops/expos/events annually geared towards low-income new Americans in the proposed area. They included data supporting the need for proposed workshops, and a detailed implementation plan for workshop development. Applicant also included a description of how the organization will engage their partner non-

profit organization to host these workshops. Also, they identified which National Performance Indicators (NPIs) they will meet (See Appendix A).

g. Applicant provided a detailed outreach strategy to mobilize participation and achieve high levels of attendance of new Americans at workshops and other events throughout the proposed service area.
h. Applicant provided a detailed plan to reach out to, recruit, and engage volunteers on a consistent basis, who will help low-income immigrants learn about existing services. Also, they included the number of volunteers they plan to recruit annually.
i. Applicant provided a detailed strategy to disseminate information to low-income immigrants through paid media.
j. Applicant provided a detailed plan for conducting at least ten (10) annual community outreach impact days with volunteers.
k. Applicant fully described how they will track and share low-income immigrant-related events with ONA.
l. Applicant provided detailed ideas for up to four (4) local tours for relevant stakeholders.
m. Applicant provided detailed ideas for up to five (5) Community Conversations, and described how they will connect low-income immigrants to their receiving community, and raise awareness about the historic and current positive impact immigrants have on the state's civic and economic life.
n. Applicant provided detailed ideas for five (5) Community Navigator trainings, and included a curriculum for community leaders about low-income immigrant integration issues and resources to which they can connect immigrants to in their community. Also, they fully described how they will conduct outreach for these trainings.
o. Applicant completed and attached the Logic Model Plan for proposed region (Appendix E) and submitted as **Attachment 3: Logic Model Plan.**

4. BUDGET SUMMARY 20 POINTS

a. Applicant provided a detailed budget for the first year containing allowable, reasonable, and necessary costs as found in Appendix F. Applicant submitted **Attachment 4: Budget Summary.** If the applicant plans to apply an indirect cost rate, they also attached a federally approved indirect cost rate letter.
b. Applicant included a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.
c. All proposed costs are fully justified and support the budget as they directly relate to projects costs outlined in the RFA.

5. M/WBE COMPLIANCE

For purposes of this RFA, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation. While the Contractor is encouraged to promote and assist the participation of certified MWBEs in the performance of the Contract, the Department has determined that the provisions of Article 15-A of the Executive Law that require the setting of business participation goals does not

apply due to the nature of the services and/or materials that will be provided under the grant resulting from this RFA.

6. SECOND-LEVEL REVIEW (Additional Points) 10 POINTS MAXIMUM

Applicant submitted strong evidence of applicant's history and experience engaging marginalized low-income 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 5: Recognition.**

PART B

REGION: **WESTERN NY (Region C), FINGER LAKES (Region D), CENTRAL NY (Region E), MOHAWK VALLEY (Region F), CAPITAL REGION (Region G), UPPER HUDSON VALLEY (Region H), LOWER HUDSON VALLEY (Region I), WESTCHESTER (Region J), LONG ISLAND (Region K)**

1. PROJECT SUMMARY 10 POINTS

a. Applicant fully described the proposed services and activities.
b. Applicant fully described region and low-income immigrant populations where the applicant proposes to serve, and identify the specific needs of those low-income immigrant communities.
c. Applicant fully described expected results and outcomes as they relate to the project's objectives and the needs identified in the community.

2. ORGANIZATIONAL EXPERIENCE 20 POINTS

a. Applicant fully described knowledge of the services available to those immigrants in the region through community-based organizations, state and local governments, religious institutions, and other service providers.
b. Applicant fully described capacity to work with non-English speaking clients in the region.
c. Applicant fully described experience working with low-income immigrant populations and organizations focused on providing support services to low-income immigrant populations.
d. Applicant fully described past experience building coalitions of community based organizations throughout a wide/diverse service area including past experience with bringing together multiple stakeholders for a common goal/cause.
e. Applicant fully described pre-existing organizational relationships with local community organizations who can support immigration services, projects, and initiatives in service area, include examples of past collaborations and the length of the relationship and attach at least 3 letters of support from organizations with whom the applicant has collaborated on low-income immigrant issues, including dates, type of collaboration, as well as any successful outcomes from that relationship. All letters must be on the organization's letterhead.

3. PROGRAM PROPOSAL 50 POINTS

a. Applicant fully described organizational ability to recruit and hire a high-quality ONA Immigrant Community Navigator who meets the following minimum qualifications: (1) Demonstrate previous experience working with low-income communities (2) An understanding of the needs of low-income immigrants in the proposed region (3) Knowledge of the region and its economy, and the services provided to low-income immigrants through community-based organizations and other entities (4) A history of developing effective collaborative relationships with community-based organizations and other entities. The ONA Immigrant Community Navigator should preferably speaking a language aside from English that is in the top languages spoken by limited English proficient low-income immigrants in the region in which you are applying.

b. Applicant fully described plan to recruit ONA Immigrant Community Navigator, including a sample of the job description. For applicants who anticipate repurposing a current staff member, demonstrate that the individual meets the basic requirements of the ONA Immigrant Community Navigator.

c. Applicant fully described strategy to recruit community leaders in immigrant communities, the business sector, representatives from grassroots and community organizations including ONA Opportunity Centers and Community Action Agencies, Regional Economic Development Council's Opportunity Agenda workgroups, local and state officials, faith-based organizations and local government officials, for local 'Immigration Integration Round Table' program.

d. Applicant fully described proposed activities to be performed by the Round Table to support low-income immigrant communities include programs, initiatives. They fully described target beneficiaries and/or audience for each program initiative. Applicant included which municipality or county they intend the Round Table to focus on. Also, they identified one or more of the following 'Welcoming America' guides they intend to utilize: Receiving Communities Initiative Toolkit, Community Planning Process Guide, Guide to Immigrant Economic Development.

e. Applicant fully described fully how you will survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants throughout your specified region.

f. Applicant provided detailed ideas for at least ten (10) potential employment/career development workshops/expos/events annually geared towards low-income new Americans in the proposed area. They included data supporting the need for proposed workshops, and a detailed implementation plan for workshop development. Applicant included a description of how the organization will engage the Opportunity Centers to host these workshops. They also identified which National Performance Indicators (NPIs) they will meet (See Appendix A).

g. Applicant provided a detailed outreach strategy to mobilize participation and achieve high levels of attendance of new Americans at workshops and other events throughout the service area.

h. Applicant provided a detailed strategy to disseminate information to low-income immigrants through paid media.

i. Applicant provided a detailed plan to reach out to, recruit, and engage volunteers on a consistent basis, who will help low-income immigrants learn about existing services. Also, they included the number of volunteers they plan to recruit annually.
j. Applicant provided a detailed plan for conducting at least ten (10) annual community outreach impact days with volunteers.
k. Applicant fully described how they will track and share low-income immigrant-related events with ONA.
l. Applicant provided detailed ideas for up to four (4) local tours for relevant stakeholders.
m. Applicant provided detailed ideas for up to five (5) Community Conversations, and described how they will connect low-income immigrants to their receiving community, and raise awareness about the historic and current positive impact immigrants have on the state's civic and economic life.
n. Applicant provided detailed ideas for five (5) Community Navigator trainings, and included a curriculum for community leaders about low-income immigrant integration issues and resources to which they can connect immigrants to in their community. Also, they fully described how they will conduct outreach for these trainings.
o. Applicant completed and attached the Logic Model Plan for proposed region (Appendix E) and submitted as **Attachment 3: Logic Model Plan.**

4. BUDGET SUMMARY 20 POINTS

a. Applicant provided a detailed budget for the first year containing allowable, reasonable, and necessary costs as found in Appendix F. Applicant submitted **Attachment 4: Budget Summary.** If the applicant plans to apply an indirect cost rate, they also attached a federally approved indirect cost rate letter.
b. Applicant included a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.
c. All proposed costs are fully justified and support the budget as they directly relate to projects costs outlined in the RFA.

5. M/WBE COMPLIANCE

For purposes of this RFA, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE") participation. While the Contractor is encouraged to promote and assist the participation of certified MWBEs in the performance of the Contract, the Department has determined that the provisions of Article 15-A of the Executive Law that require the setting of business participation goals does not apply due to the nature of the services and/or materials that will be provided under the grant resulting from this RFA.

6. SECOND-LEVEL REVIEW (Additional Points) 10 POINTS MAXIMUM

Applicant submitted strong evidence of applicant's history and experience engaging marginalized low-income 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 5: Recognition.**

PART C

REGION: **BROOKLYN & STATEN ISLAND (Region L), QUEENS (Region M), BRONX & MANHATTAN (Region N)**

1. **PROJECT SUMMARY** **10 POINTS**
   a. Applicant fully described the proposed services and activities.
   b. Applicant fully described the region and low-income immigrant populations located in the proposed service area, and identified the specific needs of those low-income immigrant communities.
   c. Applicant fully described expected results and outcomes as they relate to the project's objectives and the needs identified in the community.

2. **ORGANIZATIONAL EXPERIENCE** **20 POINTS**
   a. Applicant fully demonstrated knowledge of the services available to those immigrants through community-based organizations, state and local governments, religious institutions, and other service providers.
   b. Applicant fully demonstrated their capacity to work with non-English speaking clients in the region.
   c. Applicant fully demonstrated experience working with low-income immigrant populations and organizations focused on providing support services to low-income immigrant populations.
   d. Applicant fully demonstrated past experience building coalitions of community based organizations throughout a wide/diverse service area including past experience with bringing together multiple stakeholders for a common goal/cause.
   e. Applicant fully described pre-existing organizational relationships with local community organizations who can support immigration services, projects, and initiatives in service area, included examples of past collaborations and length of relationship, and attached at least 3 letters of support from organizations with whom the applicant has collaborated on low-income immigrant issues, including dates, type of collaboration, as any successful outcomes from that relationship. All letters must be on the organization's letterhead.
   f. Applicant identified partner organization with which the applicant proposes to conduct workforce development workshops, and fully described that organization's past experience working with low-income immigrants including length of time serving this community and number of low-income immigrants served annually. Applicant also fully described the organization's past experience conducting workshops on employment/workforce development including type of workshops held and number of clients served in these type of workshops annually.

3. PROGRAM PROPOSAL **50 POINTS**

a. Applicant fully described organizational ability to recruit and hire a high-quality ONA Immigrant Community Navigator who meets the minimum qualifications as described in this RFA.
b. Applicant fully described plan to recruit ONA Immigrant Community Navigator, and included a sample of the job description. For applicants who anticipated repurposing a current staff member, they demonstrated that the individual meets the basic requirements of the ONA Immigrant Community Navigator.
c. Applicant provided detailed ideas for up to ten (10) Community Conversations, and described how they will connect low-income immigrants to their receiving community, and raise awareness about the historic and current positive impact immigrants have on the state's civic and economic life.
d. Applicant provided detailed ideas for ten (10) Community Navigator trainings, and included a curriculum for community leaders about low-income immigrant integration issues and resources to which they can connect immigrants to in their community. Also, they fully described how they will conduct outreach for these trainings.
e. Applicant provided a detailed strategy to disseminate information to low-income immigrants through paid media.
f. Applicant provided a detailed plan to reach out to, recruit, and engage volunteers on a consistent basis, who will help low-income immigrants learn about existing services. Also, they included the number of volunteers they plan to recruit annually.
g. Applicant provided a detailed plan for conducting at least ten (10) annual community outreach impact days with volunteers.
h. Applicant described how they will track and share low-income immigrant-related events with ONA.
i. Applicant provided potential ideas for up to four (4) local tours for relevant stakeholders.
j. Applicant completed and attached the Logic Model Plan for proposed region (Appendix E) and submitted as **Attachment 3: Logic Model Plan.**

4. BUDGET SUMMARY **20 POINTS**

a. Applicant provided a detailed budget for the first year containing allowable, reasonable, and necessary costs as found in Appendix E. Applicant submitted **Attachment 4: Budget Summary**. If the applicant plans to apply an indirect cost rate, they also attached a federally approved indirect cost rate letter.
b. Applicant included a narrative description (up to 2 pages) clearly linking costs to specific proposed services and activities.
c. All proposed costs are fully justified and support the budget as they directly relate to projects costs outlined in the RFA.

5. M/WBE COMPLIANCE

For purposes of this RFA, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% for Women-Owned Business Enterprises ("WBE")

participation. While the Contractor is encouraged to promote and assist the participation of certified MWBEs in the performance of the Contract, the Department has determined that the provisions of Article 15-A of the Executive Law that require the setting of business participation goals does not apply due to the nature of the services and/or materials that will be provided under the grant resulting from this RFA.

6. SECOND-LEVEL REVIEW (Additional Points) 10 POINTS MAXIMUM

Applicant submitted strong evidence of applicant's history and experience engaging marginalized low-income 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 <u>Attachment 5: Recognition</u>.**

X. CONTRACTING REQUIREMENTS

Standard Contract: Successful applicants must enter into a standard contract with the Department of State (DOS) which includes an approved budget and work plan, any attachments or exhibits, and standard clauses required by the NYS Attorney General for all state contracts, along with Article 15-A of the New York Executive Law. The contract includes financial reporting requirements, including procurement procedures. The contract may be subject to approval by the Attorney General and State Comptroller, require submission of final products in both hard copy and electronic form, and be subject to payment only upon proper documentation and compliance with payment procedures and all other contractual requirements. A copy of a sample standard contract can be found as Appendix G. Sample contracts should not be submitted with this proposal; successful applicants will receive a contract package to complete.

Project Period: The initial contract period under all parts of this RFA is anticipated to be July 1, 2017 through June 30, 2018. Failure to incur all expenses or complete all identified outcomes in the stated period may result in loss or recapture of funds. Annual renewals are anticipated based on funding availability and performance.

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.

XIII. CONTRACT DEVELOPMENT PROCESS

It is anticipated that applications will be reviewed and that successful applicants will be notified of funding decisions on or about April 2017. 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. Grant awards will have a start date of approximately July 1, 2017.

DOS/ONA will begin the contract development process with the successful applicants when the award is announced. Successful applicants may be asked to provide updated work plans and payment schedules that specify the services to be delivered, project goals, 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 proposal of the successful applicant will serve as the basis for additional contract terms, which will be modified within the context of this RFA. 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. 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.

Unsuccessful applicants may request the opportunity to be debriefed. Requests must be made in writing by June 1, 2017 to the same address to which applications are submitted.

IX. PAYMENT

The contractor may receive a 25% advance of the initial period upon request. Thereafter, each grantee will be reimbursed for expenses incurred pursuant to grant related activities including salary, benefits, travel, and related expenses. 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.

X. PROGRAM ASSESSMENT AND MONITORING

a. RECORD KEEPING

The contractor must maintain current and accurate fiscal and accounting controls to support its 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 years from the end of the contract or last payment or last contract transaction.

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

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

b. REPORTING AND VOUCHERING REQUIREMENTS

Awardees must submit copies of the Required Documentation listed in the Payment and Reporting section of the contract on a quarterly basis during the contract term, unless otherwise specified.

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 required by the terms of the Community Services Block Grant (such as Results Oriented Management and Accountability [ROMA] reporting and the submission of annual reports) and as may be requested from time to time by ONA, shall also be required. Final reports and vouchers, known as "close-out" vouchers, are due within 60 days after the completion of, or termination of, the contract.

c. 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 progress reports. The goals of project monitoring are to ensure that the terms of the contract are being met and to provide technical assistance, where necessary, to help the contractor meet the terms of this RFA.

XI. AMENDMENTS TO THE CONTRACT

Amendments and modifications to executed contracts are sometimes necessary to accommodate the needs of both 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.

ONA reserves the right to offer partial or no funding to any applicant if its application cannot fulfill its proposed program within the funding restrictions herein. In the event that any awardee fails to satisfactorily negotiate a proper contract, ONA reserves the right to award the contract to the next highest-scoring applicant in the region in question.

XII. GENERAL TERMS AND CONDITIONS

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 DOS' processing procedures for contracts of this type, including approval as to form by the State Attorney General, and as to award by the NYS Division of Budget and NYS Office of the State Comptroller.

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

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

1. Reject any or all applications received in response to the RFA;
2. To fund a project in part or in whole;
3. Withdraw the RFA at any time, at the Department's sole discretion;
4. Make an award under the RFA in whole or in part;
5. Disqualify any applicant whose conduct and/or application fail to conform to the requirements of this RFA;
6. Seek clarifications and revisions of applications;
7. 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;

8. Prior to the application due date, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
9. Prior to the application due date, direct applicants to submit application modifications addressing subsequent RFA amendments;
10. Change any of the scheduled dates;
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
12. Waive any requirements that are not material;
13. Negotiate with successful applicants within the scope of the RFA in the best interests of the state;
14. Conduct contract negotiations with the next responsible applicant, should DOS be unsuccessful in negotiating with a selected applicant;
15. Use any and all ideas submitted in the applications received;
16. 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;
17. Make awards based on geographic distribution;
18. Make additional awards if funding becomes available; and,
19. Not to make any awards pursuant to this RFA.

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

XIII. 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 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% 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.

XIV. APPENDICES

a. APPENDIX A: National Goals and Performance Indicators
b. APPENDIX B: Contact Cover Page
c. APPENDIX C: Map of ONA Workforce Outreach and Welcoming Communities Program Regions (subject to change)
d. APPENDIX D: Regional Identification Sheet
e. APPENDIX E: Logic Model Work Plans (Part A, Part B, Part C)
f. APPENDIX F: Budget Summary
g. APPENDIX G: Sample DOS Standard Contract
h. APPENDIX H: MWBE Utilization Plan Forms

APPENDIX A

NATIONAL GOALS AND PERFORMANCE INDICATORS

Consistent with the requirements set forth in the Government Performance and Results Act (GPRA) and the development of the National Performance Indicators (NPI), New York State requires all CSBG grantees to report progress toward achieving outcomes projected in their contract work plans based on the following National Goals and Performance Indicators:

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

Goal 1: Low-income people become more self-sufficient.

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

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

1.3 Economic Asset Enhancement and Utilization
1.3 A Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregate dollar amount of credits

1.3 B Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments

1.3 C Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings

1.3 D Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days

1.3 E Number and percent of participants opening an Individual Development Account (IDA) or other savings account

1.3 F Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings

1.3 G Number and percent of participants capitalizing a small business with accumulated savings

1.3 H Number and percent of participants pursuing post-secondary education with accumulated savings

1.3 I Number and percent of participants purchasing a home with accumulated savings

1.3 J Number and percent of participants purchasing other assets with accumulated savings

Goal 2: The conditions in which low-income people live are improved.

2.1 Community Improvement and Revitalization

2.1 A Jobs created, or saved, from reduction or elimination in the community

2.1 B Accessible "living wage" jobs created, or saved, from reduction or elimination in the community

2.1 C Safe and affordable housing units created in the community

2.1 D Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy

2.1 E Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination

2.1 F Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination

2.1 G Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination

2.1 H Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation

2.1 I Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education

2.2 Community Quality of Live and Assets

2.2 A Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets

2.2 B Increase in the availability or preservation of community facilities

2.2 C Increase in the availability or preservation of community services to improve public health and safety

2.2 D Increase in the availability or preservation of commercial services within low-income neighborhoods

2.2 E Increase in or preservation of neighborhood quality-of-life resources

2.3 Community Engagement

2.3A Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives

2.3B Number of volunteer hours donated to the agency

Goal 3: Low-income people own a stake in their community.

3.1 Community Enhancement Through Maximum Feasible Participation

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

3.2 Community Empowerment Through Maximum Feasible Participation

3.2 A Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through Community Action efforts

3.2 B Number of low-income people acquiring businesses in their community as a result of Community Action assistance

3.2 C Number of low-income people purchasing their own home in their community as a result of Community Action assistance

3.2 D Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

4.1 Expanding Opportunities Through Community-Wide Partnerships

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

4.1 A # Non-Profit

4.1 B # Faith Based

4.1 C # Local Government

4.1 D # State Government

4.1 E # Federal Government

4.1 F # For-Profit Business or Corpor.

4.1 G # Consortiums/Collaboration

4.1 H # Housing Consortiums/Collab.

4.1 I # School Districts
4.1 J # Institutions of post-secondary education/training
4.1 K # Financial/Banking Institutions
4.1 L # Health Service Institutions
4.1 M # State wide associations or collaborations
4.1 N Number of Organizational Partnerships (Total)

Goal 5: Agencies increase their capacity to achieve results.

5.1 Agency Development
Number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:
5.1 A Number of Certified-Community Action Professionals (C-CAP)
5.1 B Number of ROMA Trainers
5.1 C Number of Family Development Trainers
5.1 D Number of Child Development Trainers
5.1 E Number of staff attending trainings
5.1 F Number of board members attending trainings
5.1 G Hours of staff in trainings
5.1 H Hours of board members in trainings

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

6.1 Independent Living
6.1 A Senior Citizens
6.1 B Individuals with Disabilities

6.2 Emergency Assistance
6.2 A Emergency Food
6.2 B Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources
6.2 C Emergency Rent or Mortgage Assistance
6.2 D Emergency Car or Home Repair
6.2 E Emergency Temporary Shelter
6.2 F Emergency Medical Care
6.2 G Emergency Protection from Violence
6.2 H Emergency Legal Assistance
6.2 I Emergency Transportation
6.2 J Emergency Disaster Relief
6.2 K Emergency Clothing

6.3 Child and Family Development
6.3 A Infants and children obtain age-appropriate immunizations, medical, and dental care
6.3 B Infant and child health and physical development are improved as a result of adequate nutrition

6.3 C	Children participate in pre-school activities to develop school readiness skills
6.3 D	Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade
6.3 E	Youth improve health and physical development
6.3 F	Youth improve social/emotional development
6.3 G	Youth avoid risk-taking behavior for a defined period of time
6.3 H	Youth have reduced involvement with criminal justice system
6.3 I	Youth increase academic, athletic, or social skills for school success
6.3 J	Parents and other adults learn and exhibit improved parenting skills
6.3 K	Parents and other adults learn and exhibit improved family functioning skills

6.4 Family Supports (Seniors, Disabled, and Caregivers)

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

6.5 Service Counts

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

Source: FY 2014 CSBG NPIs from National Association for State Community Services Programs

APPENDIX B

CONTACT COVER PAGE

Submit as Attachment 1

Applicant (Organization) Name:

Executive Director:

Application Point of Contact:

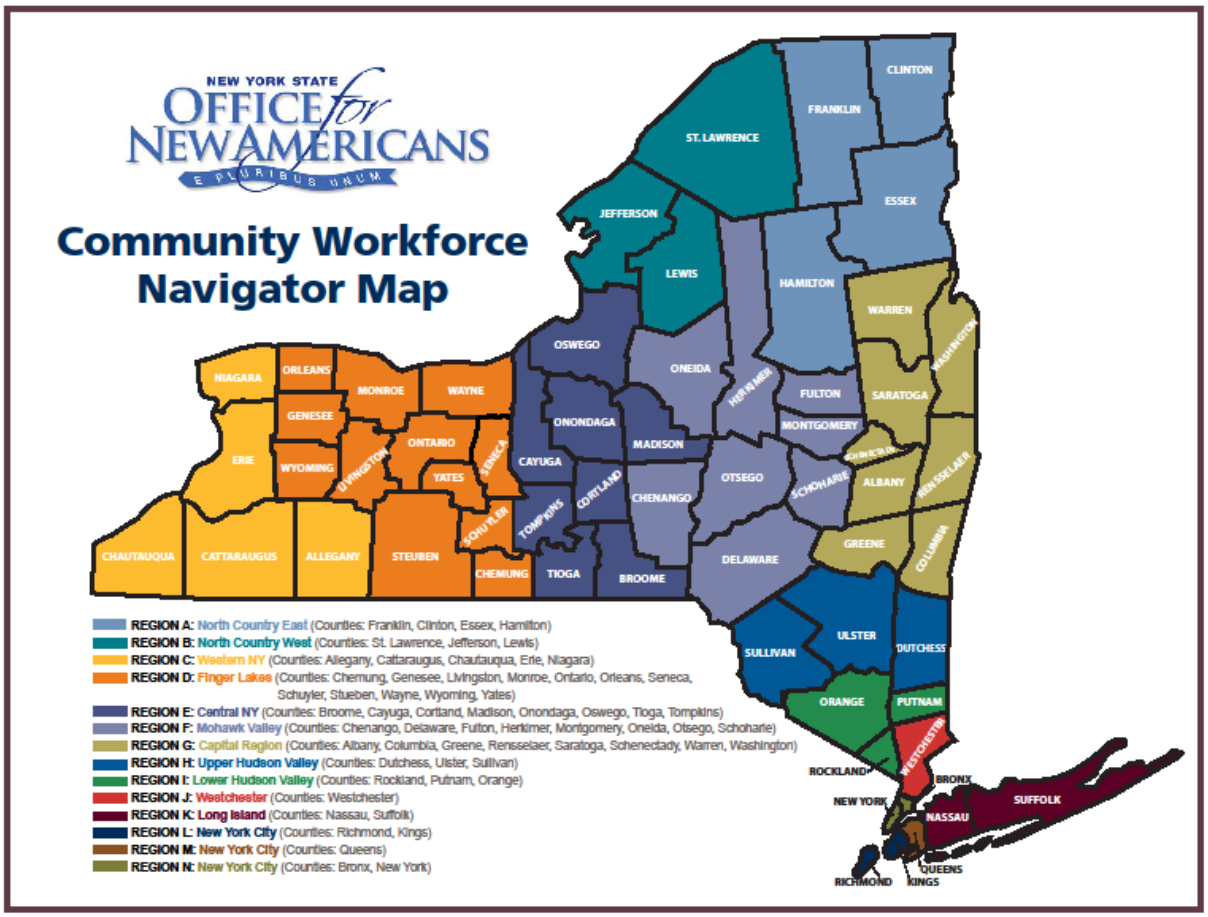
Point of Contact Phone:

Point of Contact E-mail:

Executive Address:

APPENDIX C

MAP OF ONA WORKFORCE OUTREACH
AND
WELCOMING COMMUNITIES PROGRAM REGIONS



<u>Part A</u>

NORTH COUNTRY EAST (Region A), NORTH COUNTRY WEST (Region B)

<u>Part B</u>

WESTERN NY (Region C), FINGER LAKES (Region D), CENTRAL NY (Region E), MOHAWK VALLEY (Region F), CAPITAL REGION (Region G), UPPER HUDSON VALLEY (Region H), LOWER HUDSON VALLEY (Region I), WESTCHESTER (Region J), LONG ISLAND (Region K)

<u>Part C</u>

BROOKLYN & STATEN ISLAND (Region L), QUEENS (Region M), BRONX & MANHATTAN (Region N)

APPENDIX D

REGIONAL IDENTIFICATION SHEET

Submit as Attachment 2

Through the award available under the ONA Workforce Community Education, Community Navigator and Welcoming Communities Program RFA #16-ONA-24, Applicant _____ (*Insert Organization Name on the line*) proposes to host and support an ONA Immigrant Community Navigators capable of providing the services outlined in this RFA in the following region (select ONLY region. The regions are outlined in Appendix C):

Region	**Name**	**Select ONLY One**
Region A	North Country East	_____
Region B	North Country West	_____
Region C	Western NY	_____
Region D	Finger Lakes	_____
Region E	Central NY	_____
Region F	Mohawk Valley	_____
Region G	Capital Region	_____
Region H	Upper Hudson Valley	_____
Region I	Lower Hudson Valley	_____
Region J	Westchester	_____
Region K	Long Island	_____
Region L	New York City (Richmond, Kings)	_____
Region M	New York City (Queens)	_____
Region N	New York City (Bronx, New York)	_____

APPENDIX E

Submit as Attachment 3

THE LOGIC MODEL WORK PLAN – PART A

Applicant:

Project Name/Title:

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
(1)	(2)	(3)	(4)	(5)	(6)
There is a chronic lack of accessible information about publically available services and programs in low-income immigrant communities throughout New York State. This has left New York State's new American population ignored for career pathway workforce opportunities, vulnerable to financial scams and excluded from participation in New York State's civic and economic life. The New York State Office for New Americans (ONA) seeks to maximize the participation of low-income immigrant community members in New York State's civic and economic life.	List the resources available or anticipated, and which will be used to support the proposed project. This column should be used to present a brief overview of resources. **CSBG Funds** $75,500 (up to) **Local Share Cash** $_____ **In-Kind** $_____ **Total Other Cash** $_____	Establish and lead a local "Immigration Integration Round Table" program including but not limited to representatives from members of the private sector, local governments, community based organizations, immigrants, local businesses, chambers of commerce, farm workers, farm owners, CAAs, refugee resettlement agencies, immigrant service providers and members of the community.	Using 'Welcoming America' toolkits such as the Receiving Communities Initiative Toolkit, the Community Planning Process Guide, Guide to Immigrant Economic Development, or any other toolkit/guides approved by ONA, elicit participation from community leaders in the immigrant community, representatives from grassroots and community – and/or faith-based organizations and local government officials to coordinate programs and services to support the low-income immigrant communities.	The ONA Immigrant Community Navigators will lead at least ten (10) Round Table meetings in a year per assigned area, (approximately one meeting a month during the fall, winter and spring months, and a single meeting in the summer months).	4.1B 4.1C 4.1F (leads to): 1.1 3.1 3.2 6.1-6.5

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Deliver research report regarding important economic, workforce issues facing immigrants in the region as identified by the immigrant community.	Survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants throughout specified region. Work with an academic partner and/or think tank to produce statically-led study.	Research report created by an academic or think tank partner submitted to ONA by the end of the first year of the contract, or by the end of the first year of the round table meetings if there is a delay in contracting.	4.1I 4.1J (leads to): 1.1 2.1 2.2 3.1 3.2
		Identify a not-for-profit partner and other partners in the service area and develop and implement Employment/ Workforce Development workshops, expos, or other type of events to be held at the partner agency to meet the needs of the immigrant community.	Collaboratively creating community forums on employment/ workforce related topics relevant to the needs of the community.	The Outreach Specialist will develop ten (10) workshops/expos/events per year, on employment/workforce related topics relevant to the community.	4.1A 4.1B (leads to): 1.1 1.2A 1.2B 1.2C
		Coordinate and support ONA Press Office with advertising and other media related efforts.	Develop strategies to disseminate information through paid media, which must be approved by the ONA Press Office. Also coordinate media events with the ONA Press Team.	Logs and records are to be submitted on a quarterly basis. The Outreach Specialist is required to participate in monthly meetings with the ONA Press office, or on an as needed basis, to be determined by ONA.	4.1F (leads to): 3.1A 3.2A 3.2D

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Create a strategic plan to recruit a significant number of community volunteers.	Develop an ongoing volunteer recruitment plan.	Annual volunteer recruitment plan.	4.1
		Recruit significant number of community volunteers who will help low-income immigrants learn about existing services.	Implement an ongoing volunteer recruitment plan.	Quarterly progress reports, including the numbers of volunteers recruited and activities in which they were engaged should be submitted to ONA. At least 100 volunteers to be recruited a year by each navigator.	4.1 (leads to): 1.1 3.2 6.2 6.3 6.4
		Conduct community outreach impact days with volunteers.	These community outreach impact days should relate to immigrant integration issues, informing community members of seminar and workshop, know your rights forums, and other pertinent information/relevant events.	These community impact days should occur at least ten (10) times a year.	(leads to): 1.2 6.3
		Track and create a calendar of local immigrant-related events on the ONA website.	Publicly post and share calendar with monthly updates of events relevant to the new American community.	Calendars are to be submitted to ONA regularly, at least monthly.	(leads to): 3.1A 3.2A

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Create up to four (4) local tours for relevant stakeholders, as requested.	Provide local tours and site visits of immigrant service providers in the region (ex. Walking tour of local immigrant-owned businesses) Organize logistics of the visits, along with specific points of interest.	Up to four (4) tours, as requested.	4.1 (leads to): 1.1 3.2B
		Conduct Community Conversations about welcoming immigrants, particularly the low-income immigrant population, including outreach for these events.	Using the NYS Council on the Humanities curriculum or other ONA-approved guides, implement events which connects immigrants to its receiving community, and raises awareness about the historic and current positive impact immigrants have on the state's civic and economic life.	These Community Conversations should occur at least five (5) times a year.	(leads to): 1.1 2.2 2.3 6.3 6.4
		Conduct Community Navigator trainings, including outreach for these events.	Using the New York Immigration Coalition curriculum or other ONA-approved guides, implement trainings for community leaders about immigrant integration issues and resources to which they can connect immigrants in their community.	These Community Navigator trainings should occur at least five (5) times a year.	5.1

THE LOGIC MODEL WORK PLAN – PART B

Applicant:

Project Name/Title:

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
(1)	(2)	(3)	(4)	(5)	(6)
There is a chronic lack of accessible information about publically available services and programs in low-income immigrant communities throughout New York State. This has left New York State's new American population ignored for career pathway workforce opportunities, vulnerable to financial scams and excluded from participation in New York State's civic and economic life. The New York State Office for New Americans (ONA) seeks to maximize the participation of low-income immigrant community members in New York State's civic and economic life.	List the resources available or anticipated, and which will be used to support the proposed project. This column should be used to present a brief overview of resources. **CSBG Funds** $75,500 (up to) **Local Share Cash** $_____ **In-Kind** $_____ **Total Other Cash** $_____	Establish and lead a local "Immigration Integration Round Table" program including but not limited to representatives from members of the private sector, local governments, community based organizations, immigrants, local businesses, chambers of commerce, farm workers, farm owners, CAAs, refugee resettlement agencies, immigrant service providers and members of the community.	Using 'Welcoming America' toolkits such as the Receiving Communities Initiative Toolkit, the Community Planning Process Guide, Guide to Immigrant Economic Development, or any other toolkit/guides approved by ONA, elicit participation from community leaders in the immigrant community, representatives from grassroots and community – and/or faith-based organizations and local government officials to coordinate programs and services to support the low-income immigrant communities.	The ONA Immigrant Community Navigators will lead at least ten (10) Round Table meetings in a year per assigned area, (approximately one meeting a month during the fall, winter and spring months, and a single meeting in the summer months).	4.1B 4.1C 4.1F (leads to): 1.1 3.1 3.2 6.1-6.5

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Deliver research report regarding important economic, workforce issues facing immigrants in the region as identified by the immigrant community.	Survey the local communities to identify the needs, concerns, and issues affecting low-income immigrants throughout specified region. Work with an academic partner and/or think tank to produce statically-led study.	Research report created by an academic or think tank partner submitted to ONA by the end of the first year of the contract, or by the end of the first year of the round table meetings if there is a delay in contracting.	4.1I 4.1J (leads to): 1.1 2.1 2.2 3.1 3.2
		Work with the ONA Opportunity Center(s) and other partners in the service area and develop and implement Employment/ Workforce Development workshops, expos, or other type of events to be held at the partner agency to meet the needs of the immigrant community.	Collaboratively creating community forums on employment/ workforce related topics relevant to the needs of the community.	The Community Navigator will develop ten (10) workshops/expos/events per year, on employment/ workforce related topics relevant to the community. These are in addition to the workshops required to be created under the Opportunity Center contract.	4.1A 4.1B (leads to): 1.1 1.2A 1.2B 1.2C
		Coordinate and support ONA Press Office with advertising and other media related efforts.	Develop strategies to disseminate information through paid media, which must be approved by the ONA Press Office. Also coordinate media events with the ONA Press Team.	Logs and records are to be submitted on a quarterly basis. The Outreach Specialist is required to participate in monthly meetings with the ONA Press office, or on an as needed basis, to be determined by ONA.	4.1F (leads to): 3.1A 3.2A 3.2D

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Create a strategic plan to recruit a significant number of community volunteers.	Develop an ongoing volunteer recruitment plan.	Annual volunteer recruitment plan.	4.1
		Recruit significant number of community volunteers who will help low-income immigrants learn about existing services.	Implement an ongoing volunteer recruitment plan.	Quarterly progress reports, including the numbers of volunteers recruited and activities in which they were engaged should be submitted to ONA. At least 100 volunteers to be recruited a year by each navigator.	4.1 (leads to): 1.1 3.2 6.2 6.3 6.4
		Conduct community outreach impact days with volunteers.	These community outreach impact days should relate to immigrant integration issues, informing community members of seminar and workshop, know your rights forums, and other pertinent information/relevant events.	These community impact days should occur at least ten (10) times a year.	(leads to): 1.2 6.3

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Track and create a calendar of local immigrant-related events on the ONA website.	Publicly post and share calendar with monthly updates of events relevant to the new American community.	Calendars are to be submitted to ONA regularly, at least monthly.	(leads to): 3.1A 3.2A
		Create up to four (4) local tours for relevant stakeholders, as requested.	Provide local tours and site visits of immigrant service providers in the region (ex. Walking tour of local immigrant-owned businesses) Organize logistics of the visits, along with specific points of interest.	Up to four (4) tours, as requested.	4.1 (leads to): 1.1 3.2B
		Conduct Community Conversations about welcoming immigrants, particularly the low-income immigrant population, including outreach for these events.	Using the NYS Council on the Humanities curriculum or other ONA-approved guides, implement events which connects immigrants to its receiving community, and raises awareness about the historic and current positive impact immigrants have on the state's civic and economic life.	These Community Conversations should occur at least five (5) times a year.	(leads to): 1.1 2.2 2.3 6.3 6.4

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Conduct Community Navigator trainings, including outreach for these events.	Using the New York Immigration Coalition curriculum or other ONA-approved guides, implement trainings for community leaders about immigrant integration issues and resources to which they can connect immigrants in their community.	These Community Navigator trainings should occur at least five (5) times a year.	5.1

THE LOGIC MODEL WORK PLAN – PART C

Applicant:

Project Name/Title:

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
(1)	(2)	(3)	(4)	(5)	(6)
There is a chronic lack of accessible information about publically available services and programs in low-income immigrant communities throughout New York State. This has left New York State's new American population ignored for career pathway workforce opportunities, vulnerable to financial scams and excluded from participation in New York State's civic and economic life. The New York State Office for New Americans (ONA) seeks to maximize the participation of low-income immigrant community members in New York State's civic and economic life.	List the resources available or anticipated, and which will be used to support the proposed project. This column should be used to present a brief overview of resources. **CSBG Funds** $75,500 (up to) **Local Share Cash** $_____ **In-Kind** $_____ **Total Other Cash** $_____	Conduct Community Conversations about welcoming immigrants, particularly the low-income immigrant population, including outreach for these events.	Using the NYS Council on the Humanities curriculum or other ONA-approved guides, implement events which connects immigrants to its receiving community, and raises awareness about the historic and current positive impact immigrants have on the state's civic and economic life.	These Community Conversations should occur at least five (5) times a year.	(leads to): 1.1 2.2 2.3 6.3 6.4

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Conduct Community Navigator trainings, including outreach for these events.	Using the New York Immigration Coalition curriculum or other ONA-approved guides, implement trainings for community leaders about immigrant integration issues and resources to which they can connect immigrants in their community.	These Community Navigator trainings should occur at least five (5) times a year.	5.1
		Coordinate and support ONA Press Office with advertising and other media related efforts.	Develop strategies to disseminate information through paid media, which must be approved by the ONA Press Office. Also coordinate media events with the ONA Press Team.	Logs and records are to be submitted on a quarterly basis. The Outreach Specialist is required to participate in monthly meetings with the ONA Press office, or on an as needed basis, to be determined by ONA.	4.1F (leads to): 3.1A 3.2A 3.2D
		Create a strategic plan to recruit a significant number of community volunteers.	Develop an ongoing volunteer recruitment plan.	Annual volunteer recruitment plan.	4.1

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Recruit significant number of community volunteers who will help low-income immigrants learn about existing services.	Implement an ongoing volunteer recruitment plan.	Quarterly progress reports, including the numbers of volunteers recruited and activities in which they were engaged should be submitted to ONA. At least 100 volunteers to be recruited a year by each navigator.	4.1 (leads to): 1.1 3.2 6.2 6.3 6.4
		Conduct community outreach impact days with volunteers.	These community outreach impact days should relate to immigrant integration issues, informing community members of seminar and workshop, know your rights forums, and other pertinent information/relevant events.	These community impact days should occur at least ten (10) times a year.	(leads to): 1.2 6.3
		Track and create a calendar of local immigrant-related events on the ONA website.	Publicly post and share calendar with monthly updates of events relevant to the new American community.	Calendars are to be submitted to ONA regularly, at least monthly.	(leads to): 3.1A 3.2A

Identified Problem or Need	Resources	Service or Activity	Outcome	Outcome Indicator	CSBG National Performance Indicator
		Create up to four (4) local tours for relevant stakeholders, as requested.	Provide local tours and site visits of immigrant service providers in the region (ex. Walking tour of local immigrant-owned businesses) Organize logistics of the visits, along with specific points of interest.	Up to four (4) tours, as requested.	4.1 (leads to): 1.1 3.2B

APPENDIX E

NEW YORK STATE DEPARTMENT OF STATE
New York State Office for New Americans
Budget Summary – RFA

Submit as Attachment 4

Applicant:_____

Budget Period: **07/01/2017** **to** **06/30/2018**

Cost Categories		Total Project Cost by Category (dollar value):
1.	Personnel Services	
2.	Fringe	
3.	Travel	
4.	Advertising & Printing	
5.	Non-Personnel Cost	
6.	Federally Approved Indirect Cost Rate (___ %)*	
TOTAL PROJECT COST		
In-Kind Funding		
Local Share Cash		

***** Only organizations with a federally approved indirect cost rate will be able to apply it towards this grant. In these cases, federally approved indirect cost rate cannot exceed 12.5% of base employee salary (not including fringe)

Personnel Services

Title	Annual Salary	(%)	Total

Justification: Completely justify all positions. Describe duties and contributions to the project. Include a brief description of duties/responsibilities for each position

Personnel Services Total (dollar value):

Fringe

Describe and justify each fringe in detail, including fringe rate, and what is included as part of fringe benefits

Fringe Total (dollar value):

Travel (Note MWBE Requirements)

Describe and justify all travel in detail, including cost per item. Justify the need for travel service and how it will benefit the project.

Travel Total (dollar value):

Advertising & Printing (Note MWBE Requirements)
Describe and justify all printing and advertising costs in detail, including cost per item. Justify the need for printing and advertising, and how it will benefit the project.
Advertising & Printing Total (dollar value):

Non-personnel Services (Note MWBE Requirements)
Describe and justify all non-personnel services in detail, including cost per item. Justify the need for these non-personnel services, and how it will benefit the project.
Non-personnel Services Total (dollar value):

Federally Approved Indirect Cost Rate (Only agencies with approved federal indirect cost rate)
Describe briefly the percentage of the proposed budget based on the federal approved indirect cost rate you will be applying to the grant including a brief summary of the federal approved indirect cost rate. Letter MUST also be attached. Only organizations with a federally approved indirect cost rate will be able to apply it towards this grant. In these cases, federally approved indirect cost rate cannot exceed 12.5% of base employee salary (not including fringe).
Federally Approved Indirect Cost Rate Total (dollar value):

In-Kind Services
Describe all costs, if any, which will be supported by in-kind funding. Completely justify all proposed in-kind services
In-Kind Total (dollar value):

Local Share Cash
Describe all costs, if any, which will be supported by in-kind funding. Completely justify all proposed in-kind services
Local Share Cash Total (dollar value):

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
CURRENT CONTRACT TERM: From: To: CURRENT CONTRACT PERIOD: From: To: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (*Multi-year* - enter total projected amount of the contract; *Fixed Term/Simplified Renewal* - enter current period amount): CURRENT: AMENDED: FUNDING SOURCE(S) State Federal Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:

#	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 executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	STATE AGENCY:
By:_____	By:_____
_____ Printed Name	Printed Name
Title:_____	Title:
Date:_____	Date:_____

STATE OF NEW YORK

County of_____

On the ___ day of _____, ____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
_____ Printed Name	_____ Printed Name
Title:_____	Title:_____
Date:_____	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-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], 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.

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[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 toits 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.

[3]As 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:

l. 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

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.

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[4] **Not 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 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 0% 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

FEDERALLY FUNDED GRANTS

NEW YORK STATE DEPARTMENT OF STATE (5/29/15)

I. Federal Requirements:

1.00 The CONTRACTOR agrees to fully comply with the laws, regulations and provisions in sections 1.01 through

1.22 Below.

1.01 The CONTRACTOR shall not maintain information about any individual in a manner which would violate any provisions of the Privacy Act of 1974, 5 U.S.C. 552a, as amended. Advance notice will be given to the Department in the event the CONTRACTOR anticipates that information will be retained in a "system of records" as defined by the Privacy Act of 5 U.S.C. 552a(a)(5), as amended. Notice must be sufficient to enable publication of a system description in the Federal Register in accordance with 5 U.S.C. 552a(4)(ii) and the submission of a Report on New Systems in accordance with 5 U.S.C. 552a.

1.02 The equal opportunity requirements of Section 202 of Executive Order 11246 (41 CFR 60-1.4), as amended.

1.03 Title 10 CFR 1040, as amended, "Non-discrimination in Federally Assisted Programs," providing that no person shall on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the CONTRACTOR's employment practices, in connection with any program or activity for which the CONTRACTOR herein receives financial assistance.

1.04 No person with responsibilities in the operation of any program funded under this contract will discriminate with respect to any employee, program participant, or any applicant for participation in such program, because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.

1.05 Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 (d)), as amended, providing that no person in the United States shall, on the grounds of race, color, sex, national origin, age, handicap, or political affiliation or belief, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CONTRACTOR herein receives financial assistance, and the CONTRACTOR will immediately take any measures necessary to effectuate this requirement.

1.06 Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000(e)), as amended, and Executive Orders 11246 and 11375, that no employee or applicant for employment will be discriminated against because of race, color, sex, religion, or national origin.

1.07 The Equal Pay Act of 1963 (29 U.S.C. 201 through 219), as amended, prohibiting wage differentiation in employment based on sex.

1.08 The Age Discrimination in Employment Act (29 U.S.C. 621 through 634), as amended, and Executive Order 11141, prohibiting the practice of discrimination against an employee or applicant for employment on the basis of age. The CONTRACTOR shall not discriminate in

employment against any person because of his or her age or specify in solicitations or advertisements a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

1.09 The CONTRACTOR shall take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or condition of physical or mental handicaps, provided, however, in the instance of a handicapped person, that the person's handicap does not prevent that person from doing the job that person would be hired to perform. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR also covenants to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department's EEO Officer setting forth the provisions of this non-discrimination clause.

1.10 Debarment and Suspension and Lobbying Certifications

a) In accordance with regulations of the United States Department of Health and Human Services found in 45 CFR Part 76, the CONTRACTOR shall complete, certify, and submit the attached "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions" to DOS.

b) In accordance with P.L. 101-121, Section 319, 31 U.S.C. 1352, and implementing Federal regulations, the CONTRACTOR:

   i. is prohibited from using appropriated funds received under this Agreement for lobbying;

   ii. shall certify by completing and filing with the Department a “Certification for Contract, Grants, Loans and Cooperative Agreements;”

   iii. shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the Department on the attached Standard Form - LLL, "Disclosure Term to Report Lobbying," in accordance with its instructions;

   iv. shall file quarterly updates on the attached form LLL about the use of lobbyists if material changes occur; and

   v. shall require that the language of such certification shall be included in the award documents for all subawards exceeding $100,000 made by the CONTRACTOR and that all subCONTRACTORs shall certify and disclose accordingly.

c) The above-referenced certifications shall be completed and filed with the Department at the time of submission of this signed agreement in accordance with Title 31 U.S.C. Section 1352.

1.11 Environmental Tobacco Smoke

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

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

Smoking Prohibitions

In accordance with title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The above language must be included in any subcontracts that contain provisions for children's services and all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

1.12 Religious Activity Prohibitions. Funds provided pursuant to this contract shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, Contractor must take steps to separate, in time or location, any inherently religious activities from the services funded under these programs. (See 45 CFR 87).

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

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

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

Section 508: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.15 Human Trafficking Provisions. This Agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). The full text of this requirement is found at http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

1.16 Child Support Services and Referrals. During the term of this Agreement, Contractor shall (1) inform custodial parents in single-parent families that participate in programs, activities, or services carried out or provided under this Agreement about the availability of child support services; and (2) refer eligible parents to the child support offices of State and local governments.

1.17 Drug-Free Workplace Requirements. In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382).

1.18 Construction Prohibitions. Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

1.19 No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 92.35). Contractor must include a similar term and/or condition for all sub-awards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the Contractor must consult the ineligible parties list to ensure that organizations under funding consideration are not ineligible. The list is available on the System for Award Management website: https://www.sam.gov.

1.20 Contractor is responsible for monitoring sub-recipient, sub-contractor, and contract supported activities to assure compliance with Federal requirements and the terms of this Agreement, and that performance goals are being achieved. Such monitoring must cover each program function and activity. (See 45 CFR 92.40).

1.21 Contractor is required to advise sub-contractors of requirements imposed on them by Federal laws, regulations, and provisions of this Agreement, as well as any supplemental requirements imposed by the State. These include grant administrative requirements under 45 CFR Part 92, audit requirements under OMB Circular A-133 (where applicable) and cost principles according to recipient type pursuant to 2 CFR Part 200 and 48 CFR Part 31.

1.22 Contractor must ensure that any of its sub-contractors receiving funding through this contract also comply with the following requirements pertaining to federal mandate:

Pursuant to the Single Audit Act Amendments of 1996 (Public Law 104-156) funds received and expended pursuant to this Agreement are subject to the Audit Requirements of Office of Management and Budget (OMB) Omnibus Circular, at 2 CFR Part 200 Subpart F, "Audit Requirements" as follows:

a. Non-Federal entities that expend $500,000 or more in Federal Awards in a fiscal year beginning prior to December 26, 2014 shall have a single Audit conducted in accordance with OMB Circular A-133 for that year. Non-Federal entities that expend $750,000 or more in Federal Awards in a fiscal year beginning on or after December 26, 2014 shall have a single Audit conducted in accordance with 2 CFR Part 200 Subpart F ("Audit Requirements") for that year.

   i. If the Audit contains findings or reports on prior Audit findings related to the Community Services Block Grant funds, the subject entity shall submit two (2) copies of the Reporting Package as set forth in A-133, Section 320(c) or 2 CFR 200.512, as applicable, and any Management Letters issued by the auditor. Such Reporting Package must be submitted to the Department of State within nine (9) months following the end of the audited year or thirty (30) days following issuance by the auditor, whichever is earlier.
   ii. If the Audit does not contain any findings or reports on prior Audit findings related to the Community Services Block Grant funds, the subject entity shall comply with the pass-through entity notification requirement of A-133, Section 320 (e)(2) or 2 CFR 200.512, as applicable, by submitting to the Department of State one (1) copy of the Reporting Package cited in (a) (i) above in accordance with the terms therein and any Management Letters issued by the auditor.

II. Federal Certifications:

2.00 The CONTRACTOR shall complete and comply with the federal certifications provided at Attachment E during the term of this Contract.

ATTACHMENT A-3

New York State Office for New Americans
New York State Department of State (4/29/2015)

I. 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.

II. 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.

III. Consortium member expectations

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

IV. 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 denoated by a conspicuously posted New York State Office for New Americans Opportunity Center sign/logo. The sign/logo will be provided to the center for creation. Multiple sites that improve community access and ease of service delivery must all beare the sign/logo. A description of the site(s), hours of operations and programming within the deicated space, and site picture(s) will be reported with quarterly reports. Any other uses of the dedicataed 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. ONA defines "dedicated staff" to mean staff who spends more than 70% of their time on ONA Opportunity

Center work. Staff costs working less than 100% of their time on ONA Opportunity Center purpose must be accounted for at a pro-rated amount.

V. 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

NEW YORK STATE DEPARTMENT OF STATE
New York State Office for New Americans
Budget Summary – RFA

Applicant:_____

Budget Period: **07/01/2017** **to** **06/30/2018**

Cost Categories		Total Project Cost by Category (dollar value):
1.	Personnel Services	
2.	Fringe	
3.	Travel	
4.	Advertising & Printing	
5.	Non-Personnel Cost	
6.	Federally Approved Indirect Cost Rate (___ %)*	
TOTAL PROJECT COST		
In-Kind Funding		
Local Share Cash		

***** Only organizations with a federally approved indirect cost rate will be able to apply it towards this grant. In these cases, federally approved indirect cost rate cannot exceed 12.5% of base employee salary (not including fringe)

Personnel Services

Title	Annual Salary	(%)	Total

Justification: Completely justify all positions. Describe duties and contributions to the project. Include a brief description of duties/responsibilities for each position

Personnel Services Total (dollar value):

Fringe

Describe and justify each fringe in detail, including fringe rate, and what is included as part of fringe benefits

Fringe Total (dollar value):

Travel (Note MWBE Requirements)

Describe and justify all travel in detail, including cost per item. Justify the need for travel service and how it will benefit the project.

Travel Total (dollar value):

Advertising & Printing (Note MWBE Requirements)
Describe and justify all printing and advertising costs in detail, including cost per item. Justify the need for printing and advertising, and how it will benefit the project.
Advertising & Printing Total (dollar value):

Non-personnel Services (Note MWBE Requirements)
Describe and justify all non-personnel services in detail, including cost per item. Justify the need for these non-personnel services, and how it will benefit the project.
Non-personnel Services Total (dollar value):

Federally Approved Indirect Cost Rate (Only agencies with approved federal indirect cost rate)
Describe briefly the percentage of the proposed budget based on the federal approved indirect cost rate you will be applying to the grant including a brief summary of the federal approved indirect cost rate. Letter MUST also be attached. Only organizations with a federally approved indirect cost rate will be able to apply it towards this grant. In these cases, federally approved indirect cost rate cannot exceed 12.5% of base employee salary (not including fringe).
Federally Approved Indirect Cost Rate Total (dollar value):

In-Kind Services
Describe all costs, if any, which will be supported by in-kind funding. Completely justify all proposed in-kind services
In-Kind Total (dollar value):

Local Share Cash
Describe all costs, if any, which will be supported by in-kind funding. Completely justify all proposed in-kind services
Local Share Cash Total (dollar value):

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: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   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: _____

□ 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).

---

[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.

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.

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:** □ Contractor □ Subcontractor	**Reporting Period:** □ January 1, 20___ - March 31, 20___ □ April 1, 20___ - June 30, 20___ □ July 1, 20___ - September 30, 20___ □ October 1, 20___ - December 31, 20___
Contractor's Name:		**Report includes:** □ Work force to be utilized on this contract □ 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									
		Male (M)	Female (F)	White (M)	(F)	Black **(M)**	**(F)**	Hispanic (M)	(F)	Asian (M)	(F)	Native American (M)	(F)
Officials/Administrators													
Professionals													
Technicians													
Sales Workers													
Office/Clerical													
Craft Workers													
Laborers													
Service Workers													
Temporary /Apprentices													
Totals													

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

FORM C
WORK FORCE EMPLOYMENT UTILIZATION

Contract No.:	**Reporting Entity:** □ Contractor □ Subcontractor	**Reporting Period:** □ January 1, 20___ - March 31, 20___ □ April 1, 20___ - June 30, 20___ □ July 1, 20___ - September 30, 20___ □ October 1, 20___ - December 31, 20___
Contractor's Name:		**Report includes:** □ Work force to be utilized on this contract □ 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												
		Male (M)	Femal e (F)	White (M)	(F)	Black **(M)**	**(F)**	Hispanic (M)	(F)	Asian (M)	(F)	Native American (M)	(F)	Disabled (M)	(F)	(
:ials/Administrat																
essionals																
nnicians																
:s Workers																
:e/Clerical																
t Workers																
orers																
vice Workers																
porary orentices																
ls																

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**	

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

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

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

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

(d) 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

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

_____0 % 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:
Address:
City, State, Zip Code:
Telephone No.:
Region/Location of Work:

Federal Identification No.:
Project/Contract No.:

M/WBE Goals in the Contract:

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 o each component of the contra
A.	**NYS ESD CERTIFIED** ☐ MBE ☐ WBE			
B.	**NYS ESD CERTIFIED** ☐ MBE ☐ 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.

PREPARED BY (Signature):
DATE:

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

TELEPHONE NO.:

EMAIL ADDRESS:

FOR M/WBE USE ONLY

REVIEWED BY:

DATE:

UTILIZATION PLAN APPROVED: ☐ YES ☐ NO Date:
Contract No.: **Project No. (if applicable):**

Contract Award Date:
Estimated Date of Completion:
Amount Obligated Under the Contract:
Description of Work:
NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO Date:_____

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

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.
- **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**