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**Request for Proposals (RFP)
Disconnected Youth Training**

Bid Number: 46-Q

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**New York State Department of Labor
Division of Employment and Workforce Solutions
State Office Building Campus - Building 12 - Room 440
Albany, New York 12240**

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I. INTRODUCTION

The New York State Department of Labor (Department), as the State's primary advocate for job creation and economic growth through its workforce development system, announces this competitive solicitation for projects targeted at disconnected youth, per eligibility criteria defined in this solicitation. For a definition of disconnected youth, see *Attachment 1 – Definition of Key Terms*.

Funding for this solicitation is through the federal Workforce Investment Act (WIA) and the American Recovery and Reinvestment Act of 2009 (ARRA). The Governor and the New York State Workforce Investment Board have allotted up to \$2.5 million for this youth initiative. The \$2.5 million set-aside is being made available to procure as many proposals as possible during the current solicitation period, which ends on August 20, 2009. It is anticipated that contract awards may range up to \$250,000.

The full \$2.5 million will not be awarded during the current solicitation period if the total funding requested by proposals which satisfy the quality criteria for an award is less than \$2.5 million. If the full \$2.5 million is not awarded, the Department may reissue this RFP for the remaining funds during the federal WIA Program Year '09 (July 1, 2009 to June 30, 2010). Interested parties will be notified through the Department's website (<http://www.labor.state.ny.us>), and the New York State Contract Reporter (<http://www.nyscr.org/Public/Index.aspx>), if a decision is made to reissue this RFP.

Contracts awarded under this initiative will be for a period of up to one year, to be negotiated by the Department with each individual awardee. Upon expiration of the initial contract term the Department may, in its sole discretion, extend an existing Agreement on a non-funded basis for a period not to exceed twelve months.

Bidders are advised that all awards are subject to the availability of funding and possible reductions in funding due to budgetary constraints.

This solicitation is intended to serve disconnected youth by expanding career awareness, providing dropout prevention services and developing foundation skills and competencies needed to motivate youth to achieve and succeed in their adult and work life. This will be accomplished through the provisions of services such as, but not limited to, career planning, work readiness training, High School Diploma or Equivalent preparation, and basic occupational skills training. Other program attributes deemed a priority under this solicitation include, but are not limited to:

- ♦ Educational Linkages (see *Attachment 1 – Definition of Key Terms*) – Applicants with linkages to education providers will be more successful in conducting an effective program and are more likely to achieve successful outcomes with their participants.
- ♦ Employer Linkages (see *Attachment 1 – Definition of Key Terms*) – Applicants with linkages to public/private employers will be able to provide resources such as work-based learning sites, field trips, mentors, speakers and specific workplace knowledge skills.
- ♦ Green Component (see *Attachment 1 – Definition of Key Terms*) – Proposed project includes training elements that lead to trainees being more environmentally friendly,

conscious, and/or proposed project involves training programs in the sectors named in the RFP related to Renewable Energy, Energy Efficiency, alternative fuels, etc.

- ♦ Collaboration (see *Attachment 1 – Definition of Key Terms*) – Must be meaningful and engaging, meeting service gaps to trainees—not a casual relationship just evidenced by a letter of support.
- ♦ Leveraged Resources (see *Attachment 1 – Definition of Key Terms*) – Although not required it is encouraged that proposals include a cash and/or in-kind match intended to enhance the level and quality of program services, including wrap-around services, being offered to trainees. Please see section “II. Program and Eligibility Requirements” for additional information regarding wrap-around service requirements under this solicitation.
- ♦ Environmental Justice Zones (see *Attachment 1 – Definition of Key Terms*) – Incorporation of efforts in the proposed project focused on improving the environment in communities, specifically low-income or low-income minority communities, and addressing disproportionate adverse environmental impacts that may exist in those communities. For more information on Environmental Justice Zones, see the following link: <http://www.dec.ny.gov/public/333.html>

All of the priorities of this solicitation are outlined in *Attachment 2 – Disconnected Youth Training Priorities*, along with the relative weight of each priority.

The Department will fund proposals that provide the best value, taking into consideration a combination of factors including qualifications, experience, program design and cost. Proposals which advance past the initial screening priorities will be ranked according to their Technical Evaluation Score (combined Program Merit Score and Cost Score), and awards will be made to the highest ranking proposals. The evaluation methodology is discussed in section “VII Evaluation Process and Method of Selection” of this solicitation notice.

All interested parties who operate a model program, as well as originators with ideas for a demonstration project that incorporates best practices/priorities reflected in this solicitation, are encouraged to apply for funding consideration. Respondents that can provide third party documentation to corroborate that their program design has been evaluated and validated as a model program or a design which incorporates best practices, should do so. Such information will be assessed and scored as part of the technical merit review of a proposal.

II. PROGRAM AND ELIGIBILITY REQUIREMENTS

1. Program Management

a. Applicant Eligibility Requirements

Eligible applicants for this solicitation include educational institutions, such as Community Colleges, BOCES programs, and school districts. In addition, duly incorporated for-profit and not-for-profit organizations, including Community based organizations (CBO’s) and Local Workforce Investment Areas that are eligible to do business in New York State are eligible to apply. A WIA Grant Recipient may apply on behalf of a Local Workforce Investment Board that is not incorporated.

Incorporated applicants submitting proposals for funding consideration must use the organization's legal name on file with the New York State Department of State's Division of Corporations (http://appsext8.dos.state.ny.us/corp_public/corpsearch.entity_search_entry)

b. Match

Match is not required for funding eligibility; however, any leveraged resources will be scored in the technical review for the amount and quality of leveraged funds, and shall increase the applicant's overall score.

c. Subcontracted Services

Awardees may subcontract all or part of the services being solicited pursuant to this RFP. All subcontracts between the awardee and any subcontractor must be in writing and must specifically incorporate a clause which requires that notwithstanding any conflicting terms in the subcontract agreement the subcontractor agrees to comply with the terms and conditions contained in this RFP, including but not limited to *Attachment 3 -New York State Department of Labor, Appendix C "General Terms and Conditions."*

All proposed subcontracted services need to be competitively bid, with selection based on a best value basis and procured in conformity with the policies of federal One-Stop Comprehensive Financial Management Technical Assistance Guide (www.doleta.gov/sga/pdf/FinalTAG_August_02.pdf) to comply with the competitive requirements of WIA. Any proposed projects involving subcontracting out for additional services will require that subcontractors complete line item budget forms similar to the ones used by the lead applicant to show how subcontract costs were derived and for ease of subsequent reporting of subcontractor costs.

Applicants are advised that proposed subcontracts may not be fully executed, and associated costs may not be incurred or paid, until the subcontract has been fully reviewed and approved by the Department, and the contract has been approved by both the Office of the New York State Attorney General and the New York State Office of the State Comptroller.

d. Planned Program Outcomes

All youth aged 14 to 21 who participate in the program will be held to the WIA Youth Common Performance Measures as outlined in Training and Employment Guidance Letter 17-05 issued by USDOL Employment and Training Administration. These include:

- ♦ Attainment of a Degree or Certificate
- ♦ Placement in Employment or Education
- ♦ Literacy or Numeracy Gains

In addition, relative to planned enrollments, the proposal will need to indicate the number of individuals anticipated to achieve the following outcomes:

Youth 14 to 17 in-school

- ♦ Remain in school.
- ♦ Gain work readiness skills.
- ♦ Complete career plan.

Youth 18 to 21 in-school

- ♦ Remain in school.
- ♦ Earn a National Work Readiness Credential.
- ♦ Complete career plan.

Youth 16 to 24 out-of-school

- ♦ Earn a National Work Readiness Credential.
- ♦ Earn a High School Diploma or equivalent (e.g., GED).
- ♦ Pursue post-secondary training at an institution of higher education or a trade school for more advanced training upon completion of the program.
- ♦ Earn an industry-wide recognized occupational certificate.
- ♦ Be placed in unsubsidized employment including apprenticeship.

e. Payment

Once a contract has been developed and formally executed, funds will be released to the awardee on a cost reimbursement basis. All Not-For-Profit entities are eligible to receive a cash advance as described in **1.f.** below.

Payments will be requested on forms prescribed by the Department. For payments to occur certain records must be kept and specific documents submitted. See section “H. General Information for Successful Applicant Organizations” for more specific information regarding reporting requirements. Guidelines and reimbursement forms will be provided to grantees upon contract execution.

f. Cash Advances

At the Department’s sole discretion and subject to the availability of funds appropriated and available for contracts entered into pursuant to this RFP, all not-for-profit organizations will be eligible for a cash advance of up to 25% of the total contract upon execution. [For Advance requirements, see *Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions”, Section D. First Payment (1. Advance Payment).*] Additional funds will be released to the awardee on a cost reimbursement basis.

g. Reporting

Awardees under this solicitation will be required to track and report participant enrollments, terminations and completions through the Department’s online One Stop Operating System (OSOS). Training will be provided to awardees not familiar with how to access and use OSOS, and additional guidance will be provided to those already using OSOS.

Projects funded under this initiative are subject to WIA Youth Common Performance Measures reporting on a Statewide funded basis, i.e.: Literacy/Numeracy, Placement in Employment or Education, and Attainment of a Degree or Certificate. Awardees not familiar with WIA Youth Common Performance Measures reporting requirements will undergo training after being awarded a grant under this initiative.

In addition to WIA Youth Common Performance Measures reporting, awardees need to be prepared to capture and report for Department purposes the number of enrollments and terminations to date during a given reporting cycle, broken down by types of program outcomes (i.e., youth 14 to 17: stay in school, gain work readiness skills, and/or complete a career plan; and youth 16 to 24: earn a National Work Readiness credential, high school diploma or equivalent (GED), pursue post secondary training at an institution of higher education or a trade school, earn an industry-wide recognized occupational credential or be placed in unsubsidized employment, including an apprenticeship training program).

Awardees will also be subject to additional informational and reporting requirements to assist the Department in fulfilling new federal reporting requirements mandated by the ARRA. The draft ARRA reporting requirements, which have not yet been finalized by the federal government, are outlined in the ***Attachment 4 – Additional Contracting Requirements***.

h. Monitoring and Expenditures

There is a strong interest at both the federal and state level to ensure the funds awarded under this initiative are spent in a timely and transparent manner. Therefore, all projects selected for funding under this initiative will be closely monitored and reviewed by the Department to ensure the awarded funds are being spent as proposed. Projects determined to be under performing, either financially or programmatically, may be subject to early termination.

i. General Requirements

All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each awardee's proposal will be held in strict confidence during the proposal evaluation process, and no details of the proposal will be discussed outside of the evaluation process. The successful awardee's proposal and portions of the RFP deemed applicable by the Department will be made part of the contract. Therefore, an official authorized to commit the applicant to a contract must sign the proposal application.

j. Buy American Requirements

Interested parties should be aware of the requirements of WIA, Section 505 which provides that WIA funds may not be expended by an awardee unless the awardee agrees that in expending the funds the awardee will comply with the Buy American Act (41 U.S.C. 10a et seq.). It is the intent of Congress that, to the greatest extent practicable, all equipment and products purchased with WIA funds should be American made. See WIA, Section 505 – Buy American Requirements set forth as ***Attachment 5***. Please note, for purposes of this RFP, no funds may be expended for the purchase of any equipment.

k. American Recovery and Reinvestment Act Requirements

All funds awarded pursuant to this solicitation must be expended in compliance with the ARRA. Applicable requirements of the ARRA regarding use of funds made available pursuant to the ARRA include but may not be limited to the following:

- ♦ None of the funds appropriated or otherwise made available under ARRA may be used to support any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool (SEC. 1604).
- ♦ All funds appropriated from the ARRA are subject to Use of American Iron, Steel, and Manufactured Goods requirements. None of the funds appropriated or otherwise made

available under ARRA may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (Sec. 1605).

- ♦ All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA monies shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (SEC. 1606).

l. Compliance with Laws

In addition to the specific requirements noted throughout this RFP, proposals must comply with all applicable state and federal laws, rules and regulations.

m. OSOS Confidentiality

- 1) Individual customer information contained in OSOS is confidential and privileged and may only be disclosed to awardees (as set forth in section 121 of WIA) for the purpose of providing services pursuant to the WIA.
- 2) Awardees must agree to ensure compliance with all applicable federal and state privacy laws and regulations governing this Agreement, and to protect the rights of the individuals and businesses served by this system in accordance with such laws.
- 3) Awardees must agree to only grant access to those awardee employees, agents, and sub-contractors who are administering services pursuant to WIA. Awardee shall ensure that all personnel including its employees, agents, and sub-contractors (hereinafter collectively referred to as "Employees") authorized to access OSOS shall be fully advised of the confidential nature of the information contained therein, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable state and federal laws. Awardee shall sign an acknowledgement that Employees have been so advised and that such Employees will adhere to the confidentiality requirements set forth herein and that Awardee shall report fully and promptly any infraction of such requirements to the Department.
- 4) Awardee shall ensure that all persons granted access to OSOS take Module IV of the Department's UI Confidentiality training course. Awardee shall annually sign an acknowledgment that all individuals authorized to have access to the disclosed information have been so instructed, and that such individuals will adhere to the confidentiality requirements set forth in this Agreement.
- 5) Awardee shall require that its Employees authorized to access OSOS sign an individual access and confidentiality agreement prior to being granted access. Access shall be granted by issuance of a password. Employees shall not be permitted to disclose the password to any unauthorized user(s) for any purpose.
- 6) When an Employee leaves the employment of the awardee, or no longer serves in an appropriate position, awardee shall ensure that access be immediately terminated. Access to OSOS can also be terminated for any individual who violates any terms of

this Agreement. The Department shall be notified of any such termination immediately.

- 7) Awardee will establish internal management systems, protocols, and security procedures to ensure that information sharing activities by its Employees and one-stop awardees are in compliance with this Agreement prior to being granted access.
- 8) Awardee shall monitor the use of OSOS by Employees to ensure that the data and information is accessed and provided solely in accordance with authorized program activities, and shall take appropriate remedial action for any unauthorized use. Such monitoring shall be designed to ensure compliance with the confidentiality requirements of 20 CFR Part 603. Awardee shall confer with the Department to ensure that the frequency and content of the compliance monitoring is sufficient to ensure that there is no misuse, misappropriation, or unauthorized disclosure of information contained in OSOS.
- 9) Removing or copying records from OSOS shall be grounds for immediate contract termination.
- 10) Awardee will notify the Department immediately upon discovering any breach or suspected breach of security, or any unauthorized disclosure or use of the confidential information provided under this Agreement.
- 11) Awardee subcontracts which provide for access to OSOS in order to track and report participant enrollments, terminations, and completions through OSOS must include these same OSOS Confidentiality terms therein.

2. Participant Services

a. Participant Eligibility Requirements

Individuals eligible to receive services under this solicitation are disconnected youth between 14 and 24 years of age as defined by the New York State Governor's Children's Cabinet, and under the Workforce Investment Act of 1998 and the ARRA. (See *Attachment 1 -- Definitions of Key Terms* used in this solicitation).

Veterans Preference – Additionally, for youth between the ages of 18 and 24, when the pool of eligible candidates includes veterans and eligible spouses of veterans, the guidelines require that veterans and their spouses be given the highest priority in the selection process.

b. Intake Services

All projects must have an intake process in place to determine participant eligibility for services funded under this initiative. This process must include the Required Framework outlined in WIA. For a description of this framework, see *Attachment 1 – Definition of Key Terms*.

Individuals selected for project participation must also undergo an assessment to determine their career goals, interests and their supportive services needs so that the program can be completed successfully.

Proposals should include a mechanism to assess participants' interests and abilities to match them with training programs that will engage them and encourage attendance and retention. A study from the National Collaborative on Workforce and Disability shows that effective assessment can assist youth in making informed choices and achieve desired post-school employment outcomes. Assessments may demonstrate to youth that their interests can be applied to specific occupations which have identifiable career pathways.

c. Program Services

Program services available under this solicitation may include academic development and occupational/post-secondary, entry-level training activities.

WIA law requires that any program serving youth incorporate the 10 Required Youth Elements detailed in Section 129(c) as part of the overall program design strategy. A listing and definition of these elements can be found in ***Attachment 1 – Definition of Key Terms***. The 10 Required Youth Elements may either be provided directly by the applicant organization applying for funding consideration under this initiative; or, made available to participants by the applicant organization through referral to a third party. Each participant enrolled under this initiative is not required to receive all services associated with the 10 Required Youth Elements. However, all participants should have access to these services if needed. For purposes of addressing this issue, all applicants applying for funding consideration under this solicitation must describe in their proposal how the 10 Required Youth Elements will be made available to their participant pool.

All projects must provide career planning services and work readiness training. Career planning services must incorporate the use of CareerZone® and/or JobZone™ services as part of any strategy to benchmark foundational skills and tracking of those skills. Additional information regarding CareerZone® and JobZone™ can be found at: <http://www.nycareerzone.org/>

Work readiness training for youth 18 to 24 must incorporate the National Work Readiness Credential (NWRC) assessment. Additional information regarding the NWRC can be found at: <http://www.workreadiness.com/>.

Youth ages 14 to 17 are not age appropriate for the NWRC, but must still be provided work readiness training as defined in ***Attachment 1 – Definition of Key Terms***. These services should be detailed in the Program Narrative and tracked for outcome purposes.

For those projects that target youth age 16 to 24 and offer some type of credentialing other than the National Work Readiness Credential, the Department will consider such credentials as a positive outcome if it can be demonstrated by the applicant that they rise to the level of being a portable industry-wide recognized occupational certificate. See ***Attachment 1 – Definition of Key Terms*** for the definition of a certificate.

Training may be delivered by in-house instructors, vendors, or training consultants, and can be delivered through traditional classroom instruction or web delivered (distance learning). Traditional class room training can be computer assisted where appropriate.

d. Wrap-around Services

All proposed projects must ensure the provision of wrap-around services for its participants. Wrap-around services may be provided by a third-party through a referral (local One-Stop

Center, etc.), or they may be provided directly by the applicant using grant funds. Wrap-around services include: assessment, supportive services, placement assistance and follow-up. For purposes of this solicitation the term “supportive services” means such participant expenses as transportation, child care, dependent care, housing, that along with needs-related payments are necessary to enable an individual to participate in activities authorized under this initiative.

According to the Office of Children and Family Services (OCFS), aftercare services are an integral part of working with juvenile justice individuals. Services provided to youth by OCFS while on post-residential supervision include, but are not limited to: school enrollment and support; referrals to vocational/employment opportunities; individual and family counseling; referrals for mental health and other treatment interventions, such as substance abuse services. Programs that provide these and similar services to juvenile justice populations may have a scoring advantage during program merit scoring (See section “VII Evaluation Process and Method of Selection” for additional information).

In Training and Employment Guidance Letter (TEGL) #18-00, the U.S. Department of Labor identifies incentives as a way to improve recruitment for young people, especially out-of-school youth, and motivate youth participants to achieve positive outcomes in program activities. Proposals are encouraged to provide participants with incentives and/or stipends for program attendance, completion of established benchmarks, and/or upon final program completion. Allowable incentives may include cash stipends and non-monetary incentives.

Proposals which provide for wrap-around services through a third-party referral may have a cost scoring advantage over proposals using grant dollars for these services (See section “VII Evaluation Process and Method of Selection” for additional information).

III. COMPLETE PROPOSAL REQUIREMENTS

In order for a proposal to be considered complete under this solicitation: the applicant must meet the eligibility requirements outlined in Section II.; and the proposal application must contain all the required documents listed below, unless otherwise provided, and must do so in the order listed. Required proposal package forms include:

- i. Cover letter on organization letterhead signed by the applicant organization submitting the proposal.
- ii. Proposal Checklist (*Attachment 6*) – This should prove helpful to RFP respondents as a tool to double-check proposal package includes all required forms.
- iii. Proposal Cover Sheet (*Attachment 7*) [This form must have an original signature by an authorized official.]
- iv. Application for Contract (*Attachment 8*) [This form must have an original signature by an authorized official.]
- v. Attestation Page (*Attachment 9*) [This form must have an original signature by an authorized official.]
- vi. Responsibility Questionnaire (*Attachment 10*) [This form must have an original signature by an authorized official.]
- vii. Initial Screening Priority Form (*Attachment 11*)

- viii. Program Narrative (*Attachment 12*)
- ix. Budget Proposal (*Attachment 13*)
- x. Appendix D – State and Federal Certifications (*Attachment 14*) [This form must have an original signature by an authorized official.]

In addition, the following documents (available by link on the last page of this RFP for information purposes) are not required as part of the proposal submission package. However, these documents will constitute an integral and binding part of the Terms and Conditions for any contracts resulting from this RFP. Respondents should review and familiarize themselves with these documents before submitting a proposal in response to this RFP.

- ♦ Appendix A – Standard Clauses for all New York State Contracts (*Attachment 15*)
- ♦ Appendix C – New York State Department of Labor’s General Terms and Conditions (*Attachment 3*)
- ♦ Buy American Requirements (*Attachment 5*)
- ♦ Additional Contracting Requirements (*Attachment 4*) [This is not a required form package upon application, however will be required upon award to complete the contract.]

Applicants are discouraged from investing in three-leaf binders or other special presentation packaging for required copies of their proposals. The Department’s preference is that proposal copy sets to be stapled (if possible) or bound by binder clips. In addition to facilitating the processing of proposals upon receipt by the Department, this should help reduce the cost of shipping.

IV. INITIAL SCREENING PRIORITIES

Attachment 2 – Initial Screening Priorities reveals the relative weights applied to specific program characteristics deemed priorities by the Department. *Attachment 11* provides the Initial Screening Priorities Form which applicants must complete and include with their proposal application. The completed Initial Screening Priorities Form will be scored in accordance with the weighting presented in *Attachment 2* to determine the extent to which the proposal aligns with Department priorities.

V. PROGRAM NARRATIVE – FORMAT AND CONTENT

This solicitation is intended to yield a range of project ideas. In order to standardize the review process across the anticipated broad scope of proposals, please follow the program narrative outline presented in *Attachment 12 – Program Narrative Template: Disconnected Youth Training RFP*. All text should be double-spaced using a 12-point font. All pages should be single-sided and numbered. The maximum number of program narrative pages is 15 (exclusive of attachments, checklist, forms, budget, etc.).

VI. BUDGET NARRATIVE – FORMAT AND CONTENT

Please complete the budget forms found in *Attachment 13 – Budget Proposal*. In assigning costs, please be mindful of the following applicable guidelines regarding “Direct Costs” “Indirect Costs” and “Restriction on the Use of Funds.”

1. Direct Costs

- a. *Staff Salaries*: List the annual salaries of the staff that will be working on the project and the corresponding percentages of their time spent. This includes the cost of training instructor time if training is being provided by in-house staff. Describe briefly in the Budget Narrative the roles of the staff titles listed. Provide an explanation of any anticipated changes or exceptions in staffing patterns and/or annual salary costs during the contract period. The salaries of the staff must be directly related to the provision of services as outlined in the applicant's program narrative and in accordance with provisions of this RFP. Expenses under this category may need to be allocated in a manner consistent with the federal circulars referenced in ***Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions.”***
- b. *Fringe Benefits*: Briefly explain how you calculate of fringe benefits. Fringe benefits include social security, workers' compensation, unemployment insurance, disability insurance and any insurance programs the applicant provides its workers. If budgeted fringe benefits represent an exception to standard policy, please explain the basis. Expenses under this category may need to be allocated in a manner consistent with the federal circulars referenced in ***Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions.”***
- c. *Contracted Services - Training*: This category includes institutions, individuals or organizations external to the contractor which have entered into an agreement with the contractor for the design and delivery of new curriculum training, and whose services are to be funded under the contract. The subcontractors must have demonstrable experience and success in the areas they will be serving. All such agreements are to be by bona fide written contract and a copy of each must be attached. If details are not known, include a brief narrative of each contracted service to be provided, indicating the organization/individual selected, anticipated outcomes and projected budget. See Section II (1)(c) “Subcontracted Services” above for additional requirements regarding subcontracting. Expenses under this category shall be allocated in a manner consistent with the federal circulars referenced in ***Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions.”***
- d. *Contracted Services - Other*: This category includes institutions, individuals or organizations external to the contractor which have entered into an agreement with the contractor to provide any services outlined in or associated with the contract other than training, and whose services are to be funded under the contract. Such subcontractors must have demonstrable experience and success in the areas they will be serving. All such agreements are to be by bona fide written contract and a copy of each must be attached. If details are not known, include a brief narrative of each contracted service to be provided, indicating the organization/individual selected, anticipated outcomes and projected budget. See “Subcontracted Services” section above for additional requirements regarding subcontracting. Expenses under this category shall be allocated in a manner consistent with the federal circulars referenced in ***Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions.”***
- e. *Individualized Training Expense*: If a participant in the program is placed in a pre-existing training to be purchased on a per slot basis, the cost of that training should be recorded in this category. Individualized Training Expenses will be subject to the

conditions of **Attachment 4 – Additional Contracting Requirements**, including pre-approval by the Department if any training exceeds the \$3,000 per participant limit.

- f. *Staff Travel Expenses*: Staff travel costs should be budgeted in line with the lesser of the standard agency travel policy or the NYS Comptroller guidelines. Travel costs are reimbursed at state rates. Only travel costs for personnel listed under Staff Salaries are acceptable. Consultant or subcontractor’s travel expenses should be included in Contracted Services. Any exceptional staff travel costs must be justified in the Budget Narrative. No out of state travel costs are allowed unless specifically detailed and approved. All non-local destinations for travel must have prior the Department approval. Expenses under this category may need to be allocated in a manner consistent with the federal circulars referenced in **Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions.”**
- g. *Space/Utilities*: This category is comprised of the proportionate share of property and utilities costs associated with operating this program. A detailed explanation of any extraordinary costs is also required. Expenses under this category may need to be allocated in a manner consistent with the federal circulars referenced **Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions.”**
- h. *Other Operating Expenses*: List other items not included under any other category, such as supplies, postage, printing/photocopying, telephones, indirect costs for Not-For-Profit organizations only, etc. Any type of expense outside of the categories listed above and any exceptional dollar amounts must be explained in the Budget Narrative. Expenses under this category may need to be allocated in a manner consistent with the federal circulars referenced in **Attachment 3 – New York State Department of Labor, Appendix C “General Terms and Conditions.”**
- i. *Misc Participant Expenses / Supportive Services*: Expenses including child and depended care, housing, and participant transportation that are directly attributable to participants that are funded by this contract and not provided by a third party (local One Stop Center) on a referral basis.
- j. *Participant Payments / Needs Related Payments/ Incentives/ Stipends*: Any type of participant payment funded by this contract paid directly to the participants including: needs related payments, incentives, and stipends. This should not include payments provided by a third party (local One Stop Center) on a referral basis.
- k. *On-The-Job Training (OJT)*: OJT is limited to training by an employer that is provided to a paid employee while engaged in productive work in a job based work setting that: provides knowledge or skills essential to the full and adequate performance of the job; provides reimbursement to the employer of up to 50% of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the training plan for the participant, as appropriate. OJT developed under this RFP may ONLY be for use in employment as part of a registered apprenticeship program and may not exceed 6 months, and is limited to youth aged 18 to 24. OJT Expenses will be subject to the conditions of **Attachment 4 – Additional Contracting Requirements** (refer to WIA Regulations 663.700, 663.705 and 663.710 for further information on the use of OJT)

1. *Profit (For-Profit Organizations Only)*: Profit can be no more than 10% of total contract costs, and must be reasonable in relation to the number of participants being served. Profit will be reimbursed on a quarterly basis, provided the awarded contractors are in compliance with reporting requirements described in section “X General Information for Successful Applicant Organizations.”
- m. *Software*: Grant funds can be used to purchase software necessary for program service completion ONLY.
- n. *Advertising*: Grant funds can be used for advertising ONLY as it relates to program recruitment.

2. Indirect Costs

Only funds awarded to Not-For-Profit organizations under this solicitation may be allocated to Indirect Costs, and the allocation may not exceed 5% of the total amount of the award.

3. Restrictions on the Use of Funds

Funds awarded under this solicitation may not be used to pay for the following:

- a. Equipment costs;
- b. Capital expenditures for improvement or acquisition of facilities;
- c. Entertainment costs, including social activities or cost of alcoholic beverages;
- d. Software not necessary for program service completion;
- e. Interest costs incurred by provider agencies;
- f. Cost of organized fundraising;
- g. Medical costs;
- h. Costs for attendance at conferences or meetings of professional organizations;
- i. Advertising costs not related to program recruitment;
- j. Lodging or meal costs;
- k. On-The-Job Training that is NOT for use in employment as part of a registered apprenticeship program, as defined in WIA Regulations 663.700-710
- l. Costs for preparation of continuation agreements and other proposal developments;
- m. Costs that do not comply with the intent of this RFP; and
- n. Any other costs deemed inappropriate by the Department.

VII. EVALUATION PROCESS AND METHOD OF SELECTION

The Department will fund proposals that provide the best value, taking into consideration a combination of factors including qualifications, experience, program design and cost. The proposal evaluation process is two tiered.

1. Initial Screening –
 - a. To determine if all requirements have been satisfied, i.e.: applicant eligibility, completion, and submission of required forms and documents, etc.

- b. To determine how well a proposed project aligns with Department priorities based on a specific threshold.
2. Technical Evaluation – To determine the quality of the proposal based on specific scoring thresholds for both program merit and cost evaluation score.

Each of these evaluation components is described in greater detail below.

1. Initial Screening

The initial screening evaluation will ensure that the proposal meets all eligibility requirements and contains all required documents and original signatures, as outlined in ***Attachment 6 – Proposal Checklist***. Proposals which meet the eligibility requirements and contain all required documents and original signatures will advance to priority screening. The Department will promptly notify, in writing, the originators of proposals which do not meet these requirements.

The priority screening determines the extent to which the proposal aligns with Department priorities. ***Attachment 2 – Disconnected Youth Training Priorities*** presents the relative weights applied to specific program characteristics deemed a priority by the Department.

Attachment 11 provides the Initial Priority Screening Form that applicants are to complete and include with their proposal application. The completed Initial Priority Screening Form will be scored in accordance with the weighting presented in ***Attachment 2***.

Please note that in order for a proposal to be considered as serving a specific Target Group, the pool of program participants must contain a minimum percentage of members from the identified Target Group. For this solicitation, in order to be considered as serving the Current and Former Youth on Probation target group the participant pool must be made up of at least 75% of this target group. In other words, if the program plans to serve 100 youth, 75 must be part of this target group for the program to be considered as serving this Target Group. This 75% threshold also applies to the Current and Former Juvenile Justice / Incarcerated Youth target group.

For the remaining Target Groups (“Current and Former Youth of Incarcerated Parents,” “Current and Former Foster Care Youth,” “Youth with Educational Attainment Deficiency,” and “Youth with Other Barriers”), the participant pools must be made up of at least 25% of the identified target group. In other words, if the program plans to serve 100 youth, 25 or more must be part of the identified Target Group for the program to be considered as serving that Target Group.

In all cases, if more than one Target Group is identified, the participant pool must contain the minimum threshold of participants for EACH group selected.

An initial screening score of 70 or greater is the threshold for a proposal to be considered for an award under this solicitation. Proposals which achieve this threshold will advance to the technical evaluation. The Department will promptly notify, in writing, the originators of proposals which do not achieve the initial screening threshold for being considered for an award under this solicitation.

2. Technical Evaluation

The technical evaluation assesses the merits of a proposal by assigning a point score based on a program merit evaluation and a cost evaluation. The technical evaluation has a maximum point score of 100, as follows:

- ♦ Program merit evaluation score – Up to 80 points (80% of the technical evaluation) to assess the applicant’s experience and capacity to deliver the proposed services as evidenced by the program narrative (**Attachment 12**).
 1. Executive Summary (Up to 3 points).
 2. Organizational Experience and Qualifications (Up to 5 points).
 3. Required Program Elements (intake process/assessment, ten elements, career planning, work readiness training) (Up to 10 Points).
 4. Priorities (Up to 47 points)
 - a. Target groups,
 - b. Program elements,
 - c. Incentives/Stipends,
 - d. Sectors, and
 - e. Other Priorities:
 - i. Green Component,
 - ii. Collaboration/ Leveraging Resources,
 - iii. Environmental Justice, and
 5. Wrap Around Services (Up to 10 points).
 6. Outcomes (Up to 5 points).

Please note that if during the Program Merit Review portion of the review process, a reviewer finds evidence that the information provided on **Attachment 11** is misrepresented, the applicants Initial Score will be adjusted to match information found in the narrative.

- ♦ Cost evaluation score – Up to 20 points (20% of the technical evaluation) to assess the proposed cost per participant served, which shall be calculated by dividing the total requested funding detailed in the Budget Proposals by the total number of anticipated enrollments to be served (**Attachment 13 – Budget Proposal**).

The proposed cost per participant served will be ranked from the highest cost per participant (bottom of the cohort) to the lowest cost per participant (top of the cohort), in comparison to other proposals which have advanced to the technical evaluation stage. Proposals falling into the top 25% range of the cohort (those with the lowest costs per participant) will be awarded 20 points; and, so on, based on the following schedule.

- 20 Points – Proposed Cost per Participant is in the lowest 25% of all proposals which have undergone a technical review.
- 15 Points – Proposed Cost per Participant is in the ranged between the top 26% to 50% of all proposals which have undergone a technical review.

- 10 Points – Proposed Cost per Participant is in the ranged between the top 51% to 75% range of all proposals which have undergone a technical review.
- 5 Points – Proposed Cost per Participant is in the highest 25% of all proposals which have undergone a technical review.

The technical evaluation will be conducted by separate Program Review and Cost Review Committees established by the Director of the Division of Employment and Workforce Solutions. Members of each committee will individually evaluate the respective program and cost portion of the proposals, and will not share such information with others at any time during the course of their review.

A technical evaluation score of 70 or greater is the threshold for a proposal to be considered for an award under this solicitation. The Department will promptly notify, in writing, the originators of proposals which do not achieve the technical evaluation threshold that they will not be considered for an award under this solicitation.

3. Disqualifications

Failure to meet expected requirements of this solicitation will result in automatic disqualification of the proposal. The Department will promptly notify, in writing, the originators of such proposals that they will not be considered for an award under this solicitation.

4. Method of Selection

Proposals will be ranked according to the Technical Evaluation Score, and awards will be made to the highest ranking proposals. Proposals will be awarded in rank order beginning with the proposal(s) with the highest total points until funds have been exhausted, but no proposals that score under 70 will be considered for an award. The Department intends to award multiple contracts. In the case of tied scores, preference will be given to proposals with the highest program merit evaluation score. If the program merit evaluation scores are also tied, the award will be decided by the Director of the Division of Employment and Workforce Solutions.

Successful applicant organizations will be advised by the Department through a letter of award. The Department and the successful applicant organizations will then finalize contracts, which will define all the responsibilities and deliverables of the applicant organization and the rights and obligations of the Department. The contracts will incorporate conditions and provisions of this RFP and the portions of the successful applicant's proposals to which the Department agrees.

If a proposal achieves a passing score, but the costs are not reasonable to the Department, the Department reserves the right to reject the proposal.

The Department may award a contract for any or all of the parts of a proposal.

VIII. PROPOSAL SUBMISSION INSTRUCTIONS

The complete proposal should be submitted in the order listed on the Proposal Checklist (*Attachment 6*) in both hard-copy and electronic format. The entire proposal package should be preceded by a cover letter, on organization letterhead, signed by an authorized representative on behalf of the organization submitting the proposal. In order for a proposal to be properly submitted, the applicant should submit the proposal in:

- ♦ Hard-copy format – Five (5) originals all with original signatures.
- ♦ Electronic format – PC-compatible CD-ROM document(s) formatted in Microsoft Word. If CD-ROM is not practical, then a flash-drive may be used.

Completed proposals should be sent or hand-delivered to:

**Mr. Anthony Joseph, Program Manager
 NYS Department of Labor
 Division of Employment and Workforce Solutions
 Building 12 - Room 440
 State Office Building Campus
 Albany, New York 12240
 Attn: Disconnected Youth Training RFP – Bid No. 46-Q**

The application must be transmitted in a sealed package with the submitter’s name and address and the notation “Disconnected Youth Training RFP” clearly displayed on the exterior of the package. All submitters will receive a letter informing them of the disposition of their proposal.

1. Proposal Due Date

The due date for receipt of proposals by the Department is no later than 4:00 p.m. Eastern Time on August 20, 2009. Any proposals or unsolicited amendments to proposals received after the due date and time will not be considered in the review process. No faxed or e-mailed documents will be accepted. The Department accepts no responsibility for late delivery or any error in the delivery of proposals by third parties (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

2. Questions Concerning this RFP

Interested parties may submit typed questions via electronic mail at onestop@labor.state.ny.us; fax them to 518-485-2577; or send them via U.S. mail to the address provided above. Questions regarding this RFP will be accepted until 5:00 p.m. Eastern Time on August 3, 2009. All inquiries should include the following reference: Disconnected Youth Training RFP. Answers to all questions will be posted on the New York State Department of Labor website at <http://www.labor.state.ny.us/workforcenypartners/funding.shtm> on an ongoing basis as received. No telephone inquiries will be accepted.

3. RFP Timetable

RFP – Published in the Contract Reporter	July 20, 2009
Deadline for Questions	August 3, 2009
Questions and Answers Posted on Web Site	As Received
Proposals Due	August 20, 2009, 4:00 p.m. Eastern Time
Notification of Awards	September 14, 2009
Tentative Project Start Date	October 12, 2009

IX. PROTEST PROCEDURE

It is the policy of the Department to employ the best procurement practices in support of agency operations and in accordance with applicable statute. This involves protecting the interests of taxpayers and promoting fairness in the contracting process. In order to ensure transparency in the process, Department will assure access to pertinent procurement information in the interest of protecting the integrity of the process.

1. Debriefing Procedure

In the event that an unsuccessful bidder has any question relative to the process used in a Department procurement, the vendor may request a debriefing through the Department designated contact person for the procurement in question.

- ♦ The vendor must request a debriefing within 10 days of the Department's notification of the contract award. (In the event of a single/sole source or emergency contract, the notification will appear on the agency website.)
- ♦ The Department designated contact will coordinate and respond within 5 business days, with an explanation as to why the bidder was unsuccessful, in an effort to assist the bidder toward future success in competition. This information may include ranking of the vendor in technical and cost scoring.
- ♦ Upon receipt of this information, the vendor may request a meeting where concerns may be further addressed. This request should be within 5 days of the debriefing.

2. Protest Procedure

If the vendor is not satisfied with the explanations provided during the debriefing phase, then he/she may initiate a formal protest within 10 days of the debriefing.

- ♦ The protest must be in writing and directed to the procurement designated contact. It must contain specific factual information and/or legal allegations which form the basis on which the protesting party challenges the contract award.
- ♦ Once the protest is filed, the Department will send a formal written response to the vendor within 5 days of receipt of the protest.

If the vendor is not satisfied with the agency determination, they may pursue further action by submitting a formal protest through the New York Office of the State Comptroller, within 10 days of the agency determination, for procurements pursuant to Section 112 of the State Finance Law and in accordance with OSC Bulletin G-232 and OSC related protest procedures.

X. GENERAL INFORMATION FOR SUCCESSFUL APPLICANT ORGANIZATIONS

1. Contracting Terms/State Payment

Awardees under this solicitation are required to submit certain forms and comply with the following information.

1. M/WBE Participation in the Contract

The Department of Labor recognizes the need to take affirmative action to ensure that Minority and Women business enterprises and minority and women employees are given the opportunity to participate in providing goods and services sought by the Department. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy. Accordingly, it is the policy of the Department to foster and promote the full participation of such individuals and business firms in the Department's contracting program.

The applicant organization, by applying for this contract, pledges to fully cooperate with the State of New York in the implementation of this policy, and further to exert a good faith effort to solicit and obtain the participation of such individuals and firms as subcontractors, suppliers, and employees on this contract.

In accordance with Article 15-A of the Executive Law of the State of New York, the Department has established a goal of 6% participation by New York State Certified Minority Business Enterprises and 5% participation by New York State Women-Owned Business Enterprises (M/WBEs) as subcontractors and/or suppliers in the proposed project to be awarded through this RFP. This requirement can be met through normal purchasing of supplies, travel services and/or equipment.

The Department will assist the awardee in identifying New York State certified M/WBE firms within the awardee's geographic area. The awardee shall submit quarterly affirmative action compliance reports to the Department. Payment may be contingent upon timely submission of these reports.

For more information on the administrative requirements see *Attachment 3 – New York State Department of Labor, Appendix C, General Terms and Conditions*.

2. Cost of Proposal Preparation:

The Department will not be liable for any costs for work performed in the preparation and production of a proposal, or for any work performed prior to the formal execution of a contract. By submitting a proposal, the applicant organization agrees not to make any claims for, and that it does not have any right to, damages because of any misunderstanding or misrepresentation of the specifications, or because of any misinformation or lack of information. All proposals shall become the property of the State of New York.

3. Assurances: The applicant organization warrants that it has carefully reviewed the needs of the State as described in the RFP, reviewed its attachments and other communications related to the RFP, familiarized itself with the specifications and requirements of the RFP, and warrants that it can provide such services as represented in its proposal. The applicant organization agrees that it will perform all of its obligations in the resultant contract in accordance with all applicable federal, state, and local laws, regulations and policies now or hereafter in effect.

The applicant organization affirms that the terms of the RFP and the attachments thereto do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under this contract.

4. **Electronic Files or Data:** If electronic files are to be exchanged as a part of this proposal or as a product of the contract, they must conform to agency policy and guidelines.
5. **Conflict of Interest:** Applicant organizations that submit a proposal for funding consideration may be requested to provide evidence that the award of the contract from this RFP will not result in a conflict of interest with regard either to other work performed by the applicant organization, or to potential conflict of interest among specific contractor staff or subcontractors.
6. **Ownership of Materials:** All materials developed with funding provided by the State, all proposals, work plans, and budget materials submitted pursuant to this request, become the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to the Department and to the State of New York. The Department may use any of the materials developed with project funds for any Department or other State purpose.
7. **Equal Employment Opportunity:** By submitting its proposal, the successful applicant organization warrants that it is an Equal Opportunity Employer and that it does not discriminate in its employment and business practices in violation of the provisions of the New York State Human Rights law or any applicable federal laws. In addition, the successful applicant organization agrees to the assurances contained in the attached Federal and State Certifications (*Attachment 14*).
8. **Prompt Payment Provisions:** The payment of interest on certain payments due and owed by the State may be made in accordance with the criteria established in Article XI-A of the State Finance Law.
9. **Contract Award:** Upon receipt of necessary State approvals an award letter will be issued by the Department to the successful applicant organization advising it of the contract award. A contract defining all deliverables and the responsibilities of the contractor and the Department will then be developed for signature by both parties and for approval and processing in accordance with State policy and practice.

NOTE: The contract does not become legally binding upon the State of New York until it is executed by both the Office of the State Attorney General and the Office of the New York State Comptroller.

10. **Compliance with the requirement for workers' compensation and disability benefits insurance coverage:** After receipt of a contract award letter, each successful applicant organization must provide the Department with proof of compliance with the workers' compensation and disability insurance coverage requirements as set forth in Sections 57 and 220(8) of the Workers' Compensation Law (WCL). In order to comply with the coverage provisions of WCL Section 57, businesses must either: be legally exempt from obtaining workers' compensation insurance coverage; obtain such coverage from insurance carriers; or be self-insured or participate in an authorized group self-insurance plan. All successful applicant organizations must provide one of the following forms to the Department:
 - a. WC/WB 100 -- Affidavit for New York organizations and any out of state organizations with no employees, that New York State workers' compensation and/or disability benefits insurance coverage is not required (affidavit must be

notarized and stamped as received by the NYS Workers' Compensation Board (WCB)).

- b. WC/WB 101 -- Affidavit that an out-of-state or foreign employer working in New York State does not require specific New York State workers' compensation and/or disability benefits insurance coverage (affidavit must be notarized and stamped as received by WCB).
- c. C-105.2 -- Certificate of workers' compensation insurance (business' insurance carrier should be able to provide this form to the Department).
- d. SI-12 -- Certificate of workers' compensation self-insurance (business contacts the WCB's self-insurance office at 518-402-0247)
- e. GSI-105.2 -- Certificate of participation in workers' compensation group self-insurance (business' group self-insurance administrator should be able to provide this form to the Department).

To comply with the coverage provisions of Section 220(8) businesses may: be legally exempt from obtaining disability insurance coverage; obtain such coverage from insurance carriers; or be self-insured. All successful applicant organizations must provide one of the following forms to the Department.

- a. WC/WB -- 100 (noted above).
- b. WC/WB -- 101 (noted above).
- c. DB-120.1 -- Certificate of disability benefits insurance.
- d. DB-820/829 -- Certificate/Cancellation of insurance (business' insurance carrier should be able to provide these forms to the Department).
- e. DB-155 -- Certificate of disability benefits self-insurance (business contacts the WCB's self-insurance office at 518-402-0247).

Contracts will not be forwarded to successful awardees until they have provided the Department with proof of compliance with workers' compensation and disability insurance coverage requirements set forth above.

11. **Publicity:** Publicity includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of our materials, our agency name, or other such reference to New York State and/or The Department of Labor in any document or forum is considered publicity. News releases or any other public announcements regarding this project may not be released without prior approval from the Department.

Any publication, training announcement, meeting or training session which is funded in whole or in part through any activity supported under this Agreement may not be published without prior approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall 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, interpretation or policy of the Department or the State of New York.

The above notwithstanding, scholarly or academic publications that may derive from activity under this agreement are permissible by first submitting such manuscripts to the Department 30 days before submission in order for the Department to review the manuscript for compliance with confidentiality requirements and restrictions. All derivative publications shall follow the same acknowledgements and disclaimer as described above.

All materials developed and created by Contractor for the Department under this Agreement will be owned by the Department, will be considered to be "works made for hire" as defined in the U.S. Copyright Act, and are hereby assigned to the Department. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Agreement. The foregoing notwithstanding, the Department authorizes a non-exclusive, perpetual license for the Contractor to use such materials for non-commercial, pedagogical uses.

For all other pre-existing works, the Department and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the Contractor covered by this Department shall expressly acknowledge the Department's right to such license.

All of the license rights so reserved to the Department and the State of New York under this paragraph are equally reserved to the U.S. Department of Labor or the United States Department of Health and Human Services, as applicable, and subject to the provisions on copyrights contained in such federal agencies' regulations if the Agreement is federally funded.

12. Freedom of Information Law and Interested Parties' Proposals: The purpose of New York State's Freedom of Information Law (FOIL), which is contained in Public Officers Law Sections 84-90, is to promote the public's right to know the process of governmental decision making and to grant maximum public access to governmental records. Thus, a member of the public may submit a FOIL request for contracts awarded by the State or for the proposals submitted to the State in response to Requests for Proposals. After formal contract award, the proposal of the successful applicant organization and the proposals of non-successful applicant organizations are subject to disclosure under FOIL. However, pursuant to Section 87(2)(d) of the Public Officers Law, a State agency may deny access to those portions of proposals or portions of a successful applicant organization's contract which "are trade secrets or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Please note that information which you may claim as proprietary, copyrighted or rights reserved is not necessarily protected from disclosure under FOIL.

If there is information in your proposal which you claim meets the definition set forth in Section 87(2)(d) of the Public Officers Law, you must so inform us in a letter accompanying your proposal.

13. Americans with Disabilities Act (ADA): The successful awardee shall comply with all applicable requirements of the Americans with Disabilities Act (ADA), codified at Title 42 of the United States Code, section 12101 et seq. and associated regulations, including, but not limited to, those located in 28 C.F.R. Part 36. The successful awardee shall comply with all applicable requirements of the New York State Human Rights Law, codified in the Executive Law sections 290 301 and applicable regulations implemented pursuant to that law. The successful awardee shall warrant to the Department that the successful awardee is in compliance with both the ADA and its regulations and the New York State Human Rights Law and each law's respective regulations.

Any products developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the ADA.

14. Compliance with New York State Policy and Law: All work conducted under this contract must be in compliance with the Department's policies and procedures set forth in Appendix C, New York State Department of Labor's General Terms and Conditions (Attachment 8). In addition, the successful awardee must agree to the terms specified in the document entitled "Appendix A, Standard Clauses for all New York State Contracts," (Attachment 7).

15. Responsibility Determination. Article 11 of the New York State Finance Law requires that competitive grants be awarded to responsive and responsible organizations. In order to fulfill this requirement, you must complete the "Vendor Responsibility Questionnaire" (Attachment 9). By signing this proposal, you hereby authorize the Department to review any records in its possession concerning your organization including, but not limited to, wage records, unemployment insurance records, public works records, labor standards records, and safety and health records. Based on the responses you provide, the Department will determine whether your organization is a responsible awardee. If you are disqualified based on a determination of non-responsibility, you will be notified in writing and may appeal the determination in writing within 10 days to the Commissioner. If you fail to identify a violation and the Department discovers the failure to disclose such violation, your contract may be terminated immediately upon written notice.

16. Contract Modification. The contract budget can be modified, upon mutual agreement of the parties, during any term by written amendment.

17. Contract Cancellation. The Department reserves the right to cancel the contract or any part thereof, at any time, upon thirty (30) days written notice. If, in the judgment of the Department, the Contractor fails to perform the work in accordance with the contract, the Department may terminate the contract immediately by written notice for cause. The Department may elect to suspend contract performance or provide a cure period prior to termination.

18. All contracts that are let using ARRA funds must include the rider found in **Attachment 4 – Additional Contracting Requirements**. The rider mandates that every firm that the state hires with ARRA funds is responsible for posting all related jobs through the Department of Labor. The Department of Labor's Job Exchange is a free service that allows public access.

Agencies will need to complete part two of the rider to include additional reporting requirements. Reporting requirements are required by the ARRA bill, congressional committees, and there may be additional requirements that are needed by your agency. It is essential that your agency has the ability to track every dollar that is spent and to track the progress of each project that is funded with stimulus dollars.

Lastly, each vendor needs to identify in the signed contract the sources of their funds. The rider requires that the vendor specifies the dollar amounts that are from the State General Fund, Federal Fund Dollars, ARRA Stimulus Dollars and other fund sources.

2. Reservation Clauses

The Department, in order to serve the best interests of the State, reserves the right to:

1. Postpone or cancel this RFP upon notification to all parties who have submitted proposals;
2. Amend the specifications after release of the RFP with appropriate notice to all interested parties as determined by the Department;
3. Request applicant organizations to provide supplemental information clarifying their proposal, either in writing or in formal presentation;
4. Waive or modify minor irregularities in proposals received after prior notification to the applicant organization;
5. Correct any arithmetic errors in any proposal;
6. Reject any and all proposals received in response to this RFP;
7. Contact an applicant organization's references as a check on qualifications;
8. Award a contract to other than the highest ranking proposal if the applicant organization submitting the highest ranking proposal is found non-responsible;
9. Award contracts to more than one successful applicant organization;
10. Negotiate with selected applicant organizations prior to contract award;
11. Negotiate with the next highest rated applicant organization if negotiating a contract with the selected awardee(s) cannot be accomplished within an acceptable time frame (applicant organizations agree, by signing this proposal, to waive any rights they might have against the Department arising from such negotiations);
12. Make any payment contingent upon the submission of specific deliverables; and
13. Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

XI. LISTING OF ATTACHMENTS AND REQUIRED DOCUMENTS

The table below lists each attachment to this RFP and indicates documents (√) that need to be submitted with the proposal package; and which of these documents require an original signature (X).

Attachment Number	Document Title	Submit with Proposal Package	Original Signature Required
1	Definitions of Key Terms		
2	Initial Screening Priorities		
3	Appendix C ^{1, 2} – NYS Department of Labor's General Terms and Conditions		
4	Additional Contracting Requirements ³		
5	Buy American Requirements		
6	Proposal Checklist	√	
7	Proposal Cover Sheet	√	X
8	Application for Contract	√	X
9	Attestation Page	√	X
10	Responsibility Questionnaire	√	X
11	Initial Priority Screening Form	√	
12	Program Narrative Instructions/Template	√	
13	Budget Proposal	√	
14	Appendix D – State and Federal Certifications	√	X
15	Appendix A – Standard Clauses for all NYS Contracts		
	Proposal Cover Letter	√	X
	Letters of Support from Local Workforce Investment Agencies or other Partner Agencies		

¹ This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

² According to Federal resources regarding implementation of ARRA, the Federal Office of Budget and Management Services expects to issue in the near future standard terms and conditions to be included in contracts. Once issued, any awardees of contracts funded by the ARRA will be informed of the additional language that will be included in the contract.

³ This document is not required with the submission of an application, but is required upon award for contract completion.

ATTACHMENT 1 – DEFINITIONS OF KEY TERMS

Academic Development: Services designed to provide individuals with the skills necessary to progress in academic settings and achieve academic goals.

Career Planning: Training designed to provide individuals with the skills necessary to plan future career development. Any career planning elements provided as part of this RFP must utilize the JobZone/CareerZone applications. For information on these tools, see the following link: <http://www.nycareerzone.org/>

Certificate: A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by:

- a. A state educational agency or a state agency responsible for administering vocational and technical education within a state.
- b. An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
- c. A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- d. A registered apprenticeship program.
- e. A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
- f. A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- g. Job Corps centers that issue certificates.
- h. Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

Collaborate: For the purposes of this RFP, collaboration will be defined as any applicant that is working with one or more separate organizations OTHER THAN the Local Workforce Investment Board (LWIB) and One Stop Center(s) in their local area to assist in providing services to participants. All organizations applying for funding under this RFP must, at minimum, obtain a letter of support from the LWIB and the One Stop Operator(s) in their local area.

Criminal/Juvenile Justice: Any person who is or has been subject to any stage of the criminal justice process.

Disconnected Youth: In general, disconnected youth are defined as youth age of 14 - 24 who are neither working nor in school. The Governor's Children's Cabinet has expanded this definition to include youth at risk of disconnection. This includes youth in the following groups: in foster care (formerly or transitioning out of), including youth residing informally with kin who receive child only TANF grants (child only TANF cases); on probation, or in juvenile or criminal justice facilities (formerly or transitioning out of); and those with incarcerated parents.

All participants must also meet WIA Youth eligibility criteria. See the definition for WIA Youth below.

Educational Linkages: Relationships that exist between the applicant and any educational provider (s) that provides participants with additional services not provided directly by the applicant are considered educational linkages. These linkages must be maintained by an MOA between the applicant and the high school (s) or educational provider (s).

Employer Linkages: Relationships that exist between the applicant and public/private employers that offer participants resources such as, but not limited to, work-based learning, field trips, mentors, speakers, and specific workplace knowledge skills are considered employer linkages. It is recommended that these linkages be confirmed with letters of commitment signed by the applicant and employer, to be submitted with the RFP application.

Environmental Justice Areas: Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Environmental justice efforts focus on improving the environment in communities, specifically low-income or low-income minority communities, and addressing disproportionate adverse environmental impacts that may exist in those communities. The NYSDEC has designated criteria that qualify census block groups in some counties as Potential Environmental Justice Areas. If applicants are partnering or collaborating with these groups they will be given extra consideration. See the following link for more information:

<http://www.dec.ny.gov/public/333.html>

Green: For the purposes of this RFP, "Green" will refer to elements of programs that lead the program to be more environmentally friendly, conscious, and/or programs in the sectors named in the RFP related to Renewable Energy, Energy Efficiency, alternative fuels, etc. For example, where a participant is receiving training in one of the construction trades, job training initiatives focused at developing skills in solar and wind equipment installation, building retrofits, energy efficiency and/or weatherization would be considered "Green."

Health: Health means any field related to Health Care, and would most likely target the nursing, emergency care, hospice and long term care industries.

Individuals with a Disability: Any person with a physical or mental impairment that substantially limits one or more of that person's major life activities.

Leveraging Resources: Any applicant who is receiving some type of match, be it monetary or in-kind service, from another entity which is assisting in providing services to participants will be considered to be leveraging resources.

Low-Income: Low-Income is defined by the Workforce Investment Act of 1998, Title I Section 101 (25), to mean an individual who:

- a. Receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;
- b. Received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402)) that, in relation to family size, does not exceed the higher of:
 - i. The poverty line, for an equivalent period; or
 - ii. 70 percent of the lower living standard income level, for an equivalent period;
- c. Is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);
- d. Qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- e. Is a foster child on behalf of whom State or local government payments are made; or
- f. In cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

Out of School Youth: Any eligible participant over the age 16 years old who is a school dropout or who has received a secondary school diploma or equivalent but is basic skills deficient, unemployed or underemployed.

Required Framework Activities: The program must contain the following two pieces:

1. **Objective Assessment:** An objective assessment of youth academic and occupational skill levels, as well as service needs, of each youth participant which includes a review of basic and occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service and developmental needs. This service may include interpreting the results of diagnostic testing and other assessment tools as well as in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
2. **Individual Service Strategy (ISS):** Develop an ISS for each youth participant that meets the requirements of WIA, including identifying a career goal and consideration of the assessment results of each youth.

School Drop Out: The term “school dropout” means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

Ten WIA Required Youth Elements: The program must make the following ten elements listed below to all participants. Availability can be achieved either through direct services by an applicant entity; or, via referral to a third party able to provide these services as needed by participants. Please understand that all participants are not required to receive these services. However, WIA law requires that they be made available to all participants in need of such services.

1. **Alternative Secondary School Services:** An alternative school service includes any non-traditional environment that provides a comprehensive elementary, middle or secondary curriculum. Mastery of learning standards and attainment of a high school or GED diploma are achieved through a learner-centered program structure, multiple learning opportunities, frequent student performance review and feedback, and innovative use of community and school resources to support youth development.
2. **Comprehensive Guidance and Counseling:** The provision of information, materials, suggestions or advice, including drug and alcohol abuse counseling, as well as referrals to counseling as appropriate to the needs of the individual youth, which are intended to result in positive social behaviors
3. **Follow Up Services:** These may include 1) leadership development and supportive services 2) regular contact with the youth’s employer, including assistance in addressing work-related problems that arise 3) assistance in securing better paying jobs, career development and further education 4) work-related peer support groups 5) adult mentoring and 6) tracking the progress of youth in employment after training. The types and duration of services must be determined based on the needs of the youth. The scope of follow-up services may be less intensive for youth who have only participated in summer youth employment opportunities
4. **Tutoring, Study Skills Training, Drop Out Prevention Strategies:** Tutoring and Study skills training teaches the youth to develop organizational, comprehension, interpretive and writing skills needed for studying educational materials. This may include remedial academic instruction leading to secondary school completion, including dropout prevention strategies.
5. **Leadership Development Opportunities:** Activities that encourage responsibility, employability, and other positive social behaviors such as: a) exposure to postsecondary educational opportunities; b) community and service learning projects; c) peer-centered activities, including peer mentoring and tutoring; d) organizational and team work training, including team leadership training; e) training in decision-making, including determining priorities and f) citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources.
6. **Adult Mentoring:** Mentorship links youth with a local business/industry/community-based individual in a structured relationship between a qualified adult and a youth participant. Adult mentors assist youth to develop a positive sense of self and pride in accomplishment, and support participant goals of employment and life long learning.

Mentoring may be provided during and after program participation, for a period of at least 12 months.

7. **Occupational Skills Training:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels. Such training should be outcome oriented, focused on a long-term goal as specified in the Individual Employment Plan or Individual Service Strategy, and support attainment of a certificate.
8. **Summer Related Employment Opportunities:** A program for youth operated during the summer months as part of a comprehensive strategy for addressing the youth's employment and training needs. It is not intended to be a stand-alone program. It provides summer employment opportunities that link academic and occupational learning as part of the required youth program elements. Summer youth employment must provide direct linkages to academic and occupational learning, and may provide other elements and strategies as appropriate to serve the needs and goals of the participants. Youth who participate in summer employment opportunities must be provided at least twelve months of follow up services.
9. **Supportive Services:** Supportive services other than child and dependent care, housing or transportation, such as linkages to community services, referrals to medical services and assistance with uniforms or other appropriate work attire and work-related tools, including such items as eye glasses and protective eye gear, that are necessary to enable a youth to participate in authorized WIA activities.
10. **Work Experience:** Planned, structured learning experiences, for a limited period of time, in the private, for-profit; non-profit; or public sector workplace that may be paid or unpaid. Work experiences are designed to enable youth to gain exposure to the working world and its requirements and should help youth acquire the personal attributes, knowledge and skills needed to obtain a job and advance in employment. The purpose is to provide opportunities for career exploration and skill development. Work experiences may be subsidized or unsubsidized and may include: 1) instruction in employability or workplace skills, such as SCANS; 2) exposure to various aspects of an industry; 3) progressively more complex tasks; 4) Internships and job shadowing; 5) integration of basic academic skills into work activities; 6) supported work, work adjustment and other transition activities; 7) entrepreneurship; 8) service learning; 9) paid and unpaid community service and 10) other elements designed to achieve the goals of work experiences.

Veterans: A Veteran is a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable. Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes.

Veteran also includes the eligible spouses of service members, defined as the spouse of any of the following; (1) any veteran who died of a service-connected disability; (2) any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:

(i) missing in action, (ii) captured in line of duty by a hostile force, or (iii) forcibly detained or interned in line of duty by a foreign government or power; (3) any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; (4) any veteran who died while a disability, as indicated in (3) above, was in existence.

Work Readiness: Training designed to provide individuals with the skills needed to be able to deliver value in frontline jobs in entry level workplaces. All work readiness components provided to youth age 18 to 24 as part of this RFP must incorporate the National Work Readiness Credential (NWRC). Please see the following link for information on the NWRC: <http://www.workreadiness.com/>.

For youth 14-17 a work readiness component at minimum should address the following: daily living skills, positive work habits, attitudes and behaviors, developing motivation and adaptability, obtaining effective coping and problem-solving skills, and acquiring an improved self-image.

WIA Youth Eligibility: Youth must be low income, age 14 to 24 (per American Reinvestment and Recovery Act), and meet at least one of six specified barriers to employment (deficient in basic literacy skills, a school drop out; homeless, a runaway, or foster child; pregnant or parenting; an offender; and an individual who requires additional assistance to complete an educational program, or to secure and hold employment).

Youth with Educational Attainment Deficiency: A youth who experiences one or more of the following barriers to school completion: high school dropouts; individuals with a consistent pattern of truancy; individual with educational attainment that is one or more grade levels below the grade level appropriate to the age of the individual; and individuals with a learning disability.

Youth with Other Barriers: A youth who experiences one or more of the following barriers to school completion or employment: pregnant or parenting; youth with disabilities; homeless or runaway youth; and other youth that face serious barriers to employment.

Attachment 2 - Disconnected Youth Training Priorities

Priority Element	Weight	Sub-Weight					
Target Groups	40%	Current and Former Youth on Probation	Current and Former Juvenile Justice / Incarcerated Youth	Current and Former Youth of Incarcerated Parents	Current and Former Foster Care Youth	Youth with Educational Attainment Deficiency	Youth with Other Barriers
		100%	100%	50%	50%	50%	50%
Program Elements	20%	Academic Development	Occupational / Post-Secondary Training	School Linkages	Employer Linkages		
		33%	33%	34%	33%		
Incentives / Stipends	20%	Provided	Not Provided				
		100%	0%				
Sectors	5%	Health	Construction	Advanced Manufacturing	Other Demand Sector		
		50%	50%	50%	50%		
Other Priorities	15%	Green component	Collaboration / Leveraging Resources	Environmental Justice			
		33%	33%	33%			

APPENDIX C

NEW YORK STATE DEPARTMENT OF LABOR

General Terms and Conditions

A. Scope and Statement of Work

The Contractor shall perform the work of this Agreement within the period indicated on its Face Page and within any more stringent timeframes that may be provided in Appendix B; in strict accordance with the RFP, its Proposal and the Addendum to Proposal or any Appendix X(s) that may have been negotiated, if applicable; and in compliance with New York State and federal laws, rules and regulations including any requirements established by the Department, and, with the provisions of Office of Management and Budget (OMB) Circulars A-87 or A-122, or A-21 and A-133 as applicable, and the accounting requirement thereunder even where federal funds are not involved.

B. Funding

Funding on this Agreement will be provided twelve months at a time unless expressly provided otherwise on the Face Page. Continuation of this Agreement at the end of each twelve month period will be contingent on the Department obtaining funds for the subsequent fiscal year, as well as, satisfactory performance by the Contractor as defined by the Department's performance standards.

For multiyear funding, to obtain an additional twelve months of funding, the Contractor must submit all documents stated in the Standard Agreement within 30 days of notification by the Department that the contract will be renewed for an additional twelve months. Such documents must reflect the amount of funding provided by the Department as indicated in the above mentioned notification from the Department. In addition, the Contractor must provide a complete budget summary with full details of all planned program expenditures and any other information required by the Department.

The Department shall not be liable for any obligation incurred by the Contractor which is in excess of the funding set forth on the Face Page of the Agreement or any subsequent Modification Agreement.

C. Contractor's General Responsibilities

The Contractor agrees to identify the person(s) who will be responsible for directing the work to be done under this Agreement. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor.

The Contractor agrees to strictly comply in all respects with the provisions of this Agreement and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the appendices. If any specific event or conjunction of circumstances threatens the successful completion of this project or the contractor's ability to meet strict compliance with all the terms of this Agreement, its appendices, and amendments, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within five days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the Appendices. These functions shall be carried out in accordance with the provisions of this Agreement, and all applicable Federal and State laws and regulations.

The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the Appendices.

The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this Agreement are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

D. Initial Payment

1. Advance Payment

Not-for-Profit Organizations, Municipalities, School Districts or Boards of Cooperative Educational Services, and only these entities, may request an initial advance of funds for contract disbursements from the Department in an amount of up to twenty-five (25) percent of the **annual contract amount**, if deemed appropriate by the Department. The advance shall be offset by crediting the amount of the advance in the last quarter of the contract, or 33 1/3 percent of the advance in each of the last three months of the contract unless, in the Department's discretion, offset shall be recovered sooner. If the amount of the monthly voucher is not sufficient to cover the proportionate advance amount to be recovered, then subsequent vouchers will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to the Department. In the event either party terminates the Agreement prior to its expiration, the Contractor agrees to refund to the Department immediately any advance balance then outstanding.

For performance based milestone contracts, if the reconciliation of the advance against payments earned by the Contractor indicates that the Contractor has not attained sufficient level of milestone targets to support the full amount of the advance, then the Contractor shall return the balance of the unearned advance to the Department.

In year one the advance will only be paid when a fully executed Planning Grant or Agreement is in place.

Subcontract agreements (if applicable) that have not been received, reviewed, and approved by the Department may reduce the amount of the advance.

In subsequent years, an additional optional advance of up to 25% may be made available to continue the program. This optional advance will be contingent on the Department obtaining funds for the subsequent fiscal year, as well as satisfactory performance by the Contractor as defined by the Department's performance standards. In the event an Agreement is not renewed, the Contractor must return any monies advanced under this mechanism within 30 days of the Agreement termination date.

In order to receive an advance payment, in both the first year and subsequent years, any not-for-profit Contractor other than municipalities requesting an advance of funds must submit the following document(s) to the Department:

- a) A statement from a certified public accountant certifying that the Contractor's bookkeeping practices have been reviewed within the past 12 months and meet generally accepted accounting principles. (This document is required for the original and renewal contract.)
- b) A copy of a fidelity bond covering all persons who will handle funds granted by the State. This bond shall be at least equal to or greater than the maximum amount of any advance, and shall include the Department as co-insured; (This document is required for the original contract. A copy of the paid invoice is required for the renewal contract and should include coverage dates applicable to the expenses.)
- c) A statement of program responsibility and tax certification as outlined under Section E below.
- d) A complete voucher ("Form AC 92" or "Standard Voucher") requesting the allowable advance payment. (This voucher is required for the original and renewal contract.)

Advance payment will be made within 30 days after the renewal period start date, as appropriate, or 30 days after the receipt of the advance request and required documentation from the Contractor, as outlined above, whichever is later.

2. Reimbursement Voucher

If the Contractor does not qualify for an advance payment or does not provide the appropriate documentation to support the receipt of an advance payment, then the initial payment under the contract shall be in the form of a reimbursement payment not less than quarterly. In this case, the initial reimbursement payment will be processed within 30 days of the submission of an acceptable reimbursement voucher, in accordance with the format and time frames specified under Section E, Program Responsibility and Tax Certification, Section F, Voucher Documents, and Section G, Voucher Submittal outlined below.

E. Program Responsibility and Tax Certification

All Contractors Other than Municipalities

Prior to any payments being made, a statement must be submitted signed by the Chairman of the Board of Directors, Chief Operating Officer or other appropriate Chief Executive Official, accepting responsibility for operation of this program and certifying that all Federal, State (including Unemployment Insurance taxes), Local taxes, and fringe benefit payments resulting from operation of this program will be paid and that no past taxes are due and owing. (This statement is required for the original and renewal contract).

F. Voucher Documents

For contract expenses, the Contractor will be paid only after submission of a detailed reimbursement request form (GA 92) in the format and detail established by the Department. This request may be subject to a 15 day audit and inspection period. Reimbursement will only be made for actual expenses that have been documented. Supporting documentation must be submitted along with the detailed reimbursement request form (GA 92). This supporting documentation should be arranged in a format consistent with the Contract's budgetary categories and summarized in a format provided by the Department.

The Contractor's payment requests shall include a statement of expenses and charges by major budget category for work actually performed or expenses incurred in accordance with the terms of this Agreement during the period covered by the request.

For performance based milestone contracts, the Contractor will be paid after submission of a voucher (Form AC 92 or Standard Voucher) and all necessary supporting documentation, as required by the Department to determine that Contractor has achieved the Milestones set forth in this Agreement.

When costs to be vouchered are not 100 percent attributable to the instant Agreement, such costs must be allocated, apportioned or assigned to the Agreement through some kind of distributing methodology, the methodology must be clearly identified and approved by the Department or otherwise consistent with OMB Circulars A-87, A-122, or A-21. This methodology must be consistent with generally accepted accounting principles and appropriate for monitoring and auditing the Agreement. Costs assigned to the Agreement using this methodology must be supported by appropriate documentation in the Contractor's files. Contractors who have not been subject to an audit relative to the assignment of such costs, or who are at all unsure of how to allocate such costs, should request assistance in allocating such costs as this is an area where Contractors often run afoul of contract requirements.

G. Voucher Submittal

Vouchers reporting all expenses and unpaid bills, or milestones achieved where payment is based on performance, should be submitted within 15 days after the end of the month for monthly reimbursement, or 15 days after the end of the last month of the quarter for quarterly reimbursement. Vouchers not received within 30 days may result in the issuance of a warning letter via registered mail, advising the Contractor of this deficiency. The Contractor will then have 30 days from the receipt of this letter to submit a voucher or the Department may unilaterally deobligate contract funds.

Upon examination of the Contractor's payment requests and supporting material, the Department may, in its sole discretion, modify or adjust the amount requested to reflect actual contract funds expended, or should actual milestones achieved where payment is based on performance, as of the date of the request.

H. Matching Requirement

If matching contributions are indicated on the budget summary of this Agreement, match must be reported in conjunction with requests for reimbursement and must be supported by a summary of costs by category of expense. All required match must be fully incurred and reported during the term of the Agreement. The appropriate support documentation must be maintained on the Contractor's premises for audit purposes in accordance with the record retention schedules provided herein. If Contractor fails to provide match required under the Agreement, payment of contract funds may be withheld and contract payments may be reduced accordingly.

I. Deobligations/Sanctions

If the Department decides that the Contractor is not achieving the contract's goals, payments to the Contractor may be delayed or withheld. If this failure to meet goals is not corrected, the contract may be terminated or modified with 30 days notice from the Department to the Contractor. This decision to terminate or modify may be appealed in accordance with Provision Q (Disputes) of these Terms and Conditions.

J. Program Modification

The Contractor shall promptly request prior approval from the Department for modification of the Agreement whenever there is a change in the scope or objectives of the program, the funding level, and if it is deemed necessary, the length of the agreement to meet program objectives. Any such modification shall be subject to the approval of the State Comptroller. Modifications will be necessary for any of the following changes:

- 1) An increase or decrease in funding;
- 2) A transfer of funds among program activities or budget cost categories; with any proposed modification to the contract which results in a change of greater than 10 percent to any category must be submitted to OSC for approval.
- 3) Any change to any of the dates specified for any specific program activity which would take that program activity outside the contract time period;
- 4) A change in any of the participants specified to receive any specific program activity;
- 5) A change in any of the specific program activities which make up the program;
- 6) A decrease of 15 percent or more in the number of individuals to be served in planned enrollment for program activities, or in the number of individuals served within significant client groups; and
- 7) A change in the dates of the Agreement.

The Contractor shall prepare and submit modifications with complete justification in sufficient time to allow processing and approval prior to the effective date of the changes. Modifications to extend the term of the Agreement are to be submitted at least 60 days prior to the original termination date.

The Contractor shall prepare and submit modifications in accordance with the requirements established by the Department.

If the initial Agreement with the Department is a Planning Grant, the Contractor agrees to submit a fully completed contract within 30 days of submission of the Planning Grant. A fully completed Agreement shall include a Program Narrative and budget in the detail and format required by the Department.

Furthermore, while it will not require an Agreement modification, any changes to the dates specified in the Agreement for a program activity, where such dates remain within the contract time period, requires that notification be given to the appropriate Department grant manager.

K. Disclosure of Unemployment Insurance Records

The Contractor hereby authorizes the Department to disclose to appropriate Department staff all records of delinquencies by the Contractor in making unemployment insurance (UI) contributions required by the unemployment insurance law. Please be aware that ANY Unemployment Insurance delinquencies may significantly delay the execution of this Agreement

L. Contract Closeout

1) Closeout Payments

This Agreement's funds are only available during the period in which a valid New York State appropriation is in effect. To ensure reimbursement for valid Agreement costs, the Contractor must submit a closeout voucher one month prior to the lapse date of the appropriation or within 60 days after the end of the contract funding year, whichever comes first. The voucher must account for all contract expenses - all paid expenses plus all unpaid liabilities by cost category. For performance based milestone contracts, or for any portion of the contract paid on a performance basis, a closeout voucher must include all remaining milestones achieved by the Contractor, and must be submitted no later than 60 days following the end of the contract period. The Department will deobligate all funds not accounted for in this closeout voucher. The funds that are not deobligated will be reserved for up to six months after the contract end date or the lapse date of the appropriation, whichever comes first.

2) Contractors with Insufficient Cash

At the time the closeout voucher (see Section "L.1" above) is submitted, the Contractor may, When applicable, request maintenance of an advance payment sufficient to allow payment of unpaid bills. In order to maintain this advance, copies of all unpaid bills on hand, clearly labeled "unpaid" must be submitted with the closeout voucher. The Department will advance sufficient cash to pay those bills. The Contractor will have an additional forty-five (45) days from the submittal of this close-out voucher to submit a final voucher, with appropriate documentation, accounting for this advance.

3) Contractors with Excess Cash

If at the time the closeout voucher (see Section "L.1" above) is submitted, the Contractor has received cash exceeding the amount of vouchered expenses plus unpaid bills in hand, the Contractor will immediately refund such excess to the Department. For the portion of the contract amount paid on a performance basis, if the Contractor has received cash in excess of the amount of the actual milestones achieved, the Contractor will immediately refund such excess to the Department.

4) Contractors with Outstanding Liabilities

Contractor may, when applicable, request an advance to pay for certain categories of allowable expenses for which the Contractor has not yet received bills at the time a closeout voucher is submitted. To receive an advance, the Contractor must submit a request for cash along with copies of the bills clearly marked unpaid in accordance with paragraph 2 above.

M. Income/Refunds

1) Program/Interest Income

The Contractor shall report in the manner prescribed by the Department all gross interest income or program income earned by activities supported under this Agreement. Such income earned during the grant period shall be transmitted at the termination of this Agreement to the Department, unless the Department directs otherwise in writing.

2) Refunds and Rebates

When applicable, if the Contractor receives a refund or rebate on an item of expense paid for with contract funds, the amount of the refund or rebate must be promptly refunded to the Department. This can be done either by a check to the Department or by a credit against contract expenses.

N. Offset Provision

All monies due or owed to the Department under this Agreement as a result of unspent advances, credits, returns, rebates, refunds or expenditure disallowances shall be returned to the Department within 60 days of the Agreement termination date. Any funds not returned by this date (as well as any unpaid unemployment insurance tax liabilities) may, upon written notification be recovered by offsetting the amount due against any other reimbursement request under any contract entered into with the Department to the extent provided for by law.

O. Records and Accounts

The Contractor shall provide for the maintenance of such documents, records and accounts as required by the Department to assure a proper accounting for program activities and funds. 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. For performance based milestone contracts or for the portion of the contract amount paid on a performance basis, among other things, the Contractor must maintain documentation to prove that milestones were in fact achieved. 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 Comptroller of the State of New York. The Contractor shall retain and make available any and all grant records to representatives of the Labor Department, the State Comptroller, the U.S. Department of Labor, and the Office of the Inspector General of the United States as appropriate, for inspection, audit, transcription or reproduction at all reasonable times during the course of the Agreement and for the period set forth as follows:

- a) For the period of six years after the submission of the final expenditure report, or for contracts paid on a performance basis, the final voucher by the Contractor. If the Agreement is terminated during the course of the operating period, for a period of six years from the date of the final settlement agreement.
- b) If, prior to the expiration of the six year retention period, any litigation or audit is begun or a claim is instituted involving the Agreement covered by the records beyond the six year period until one year after the litigation, audit findings, or claim involving the records has been resolved.
- c) When records subject to retention requirements are transferred to the Department, the U.S. Department of Labor, as appropriate, the six year retention period shall not apply. The Contractor need not retain duplicates of records transferred to or maintained by the Department or the U.S. Department of Labor.
- d) Notwithstanding paragraphs a, b, and c, the Contractor shall maintain a record of each participant's participation in the program, including dates of entry and termination in each activity and shall retain such records for each participant for a period of five years from the date of enrollment into the program.

The Contractor is authorized to substitute microfilm or electronic copies in lieu of original records in accordance with the regulations of the Department.

P. Reporting

The Contractor will report participant and financial information to the Department on the forms designated and at the intervals specified by the Department. These reports must be submitted by the deadlines established by the Department. Failure to comply with these reporting requirements may be cause for termination of the contract, or for the delay or withholding of payment. For participant data, the Contractor will use the formats provided by the Department to report services to individuals as these services are provided. For fiscal data, the Contractor will use the formats provided by the Department to report contract cash and accrued expenditures, and match expenditures. This information is to be provided no less than quarterly unless the Department, in its sole discretion, requires monthly or bi-monthly reporting

with reports submitted to the Contractor's Department account executive by the fifteenth of the month following the period of the report.

Q. Disputes

Except as otherwise provided in this Agreement, any dispute concerning a question of fact which is not disposed by agreement shall be decided by the Commissioner of Labor, who shall furnish a copy thereof to the Contractor. Appeal shall be handled in accordance with the Department's procedural rules for hearings (12 NYCRR Part 701). A request for hearing must be submitted to Commissioner of Labor within 30 days of receipt. The decision of the Commissioner of Labor, shall be final and conclusive unless determined by a court or competent jurisdiction to have been fraudulent, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

R. Termination or Suspension of Grant

The Department may suspend or terminate this Agreement in whole, or in part, at any time before the completion date:

- 1) Whenever it has been determined that the Contractor has failed to comply with provisions of Federal and State Law, rules and regulations, the requirements of the Department, or the terms and conditions of the Agreement.
- 2) Whenever the Department determines that the Contractor is failing to achieve program goals and the Contractor fails to take corrective action prescribed by the Department.
- 3) When the Contractor fails to comply with the participant and fiscal reporting requirements established by the Department.
- 4) When the Department determines that the Contract was secured by the Contractor as the result of gratuities.
- 5) When Federal or State funds become unavailable as provided below.
- 6) Whenever, for any reason, the Commissioner of Labor shall determine that such termination is in the best interest of the State.
- 7) For grant contracts with Not-for-Profit Contractors only which provide for renewals: Pursuant to State Finance Law 179-t, the Department is required to notify Not-for-Profit Contractors of its intent not to renew a grant contract no later than 90 days prior to the end of the contract term. If the Department does not provide notice to the Not-for-Profit Contractor of its intent not to renew a grant contract as required under State Finance Law §179-t, the grant contract shall be deemed continued until the date the Department provides such 90-day notice to the Not-for-Profit Contractor in accordance with State Finance Law §179-t. Expenses incurred during such extension shall be reimbursable under the terms of the grant contract.

The Department shall send notice of suspension or termination to the Contractor which will specify the extent of suspension or termination, the reason for suspension or termination, and date such suspension or termination becomes effective. In lieu of suspension or termination, the Department may specify a cure (probationary) period during which time the Contractor will be required to correct any program deficiencies or contract breach.

Upon receipt of notice of suspension, the Contractor shall discontinue further commitments of grant funds to the extent that they relate to the suspended portion of the Agreement.

Upon receipt of notice of termination, the Contractor shall (1) discontinue further commitments of grant funds to the extent that they relate to the terminated portion of the Agreement; (2) promptly cancel all subcontracts utilizing funds under this Agreement to the extent that they related to the termination portion of the Agreement; (3) settle, with the approval of the Department, all outstanding liabilities and claims arising from such terminations; (4) submit within a reasonable time period but not to exceed three (3) months after the receipt of the notice of termination, a termination settlement proposal which shall include a final statement of all unreimbursed costs related to the terminated portion of the Agreement, but such final statement will not include the cost of preparing a settlement proposal.

If the total amount of reimbursable costs for the terminated portion of the Agreement is less than the total payment theretofore made to the Contractor, the Contractor shall promptly repay the Department the excess amount.

To the extent permitted by law, this Agreement shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor.

Should the Department determine that Federal or State funds are limited or become unavailable for any reason, the Department may reduce the total amount of funds payable to the Contractor, reduce the contract period, suspend the Agreement or deem this Agreement terminated immediately. The Department agrees to give notice to the Contractor as soon as practicable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice.

S. Recoupment of Funds/ Program Audits

The Department shall have the right to audit or review the Contractor's performance and operations as related to this Agreement and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Department's behalf. If the review indicates that the Contractor has violated or has not complied with the material terms of the Agreement or any other Agreement with the Department, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Department any costs associated with the review. In addition, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the Agreement;
- Suspension of Payments;
- Termination of the Agreement; and/or
- Employment of another entity to fulfill the requirements of the Agreement.

The Contractor will assist the Department in transferring the operation of the contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' records and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this Agreement.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. If the Contractor fails to cooperate, the Attorney General, State Comptroller, the Department, and any representatives specifically directed by the State Comptroller or the Department shall take possession of all books, records and documents relating to this Agreement without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all agreements between the Contractor and a subcontractor or consultants for the performance of any obligations under the Agreement will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

At the termination of any program grant, the Department may recoup funds provided to Contractor if it is determined pursuant to an audit that the Contractor failed to meet its performance goals, failed to provide match, received payments for expenses that cannot be verified with the appropriate documentation, abused or misused funds or otherwise failed to comply with federal or State statutory requirements of the grant.

T. Subrecipient Audits (Only applies to Agreements containing federal monies.)

All Contractors and subcontractors who are determined to be subrecipients pursuant to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and 29 CFR Part 99 are subject to the following:

All states, local governments and non-profit organizations that expend \$500,000 or more in Federal funds under more than one Federal program in any fiscal year must obtain an independent, organization-wide, single audit conducted in accordance with OMB Circular A-133.

In the alternative, any state, local government or non-profit organization, that expends \$500,000 or more under only one Federal program, and that Federal program's laws, regulations or grant agreements do not require a financial statement audit of the auditee, may elect to have a program-specific financial and compliance audit.

For-profit organizations that expend \$500,000 or more in Federal funds in any fiscal year must have either an independent, organization-wide, single audit conducted in accordance with OMB Circular A-133 or a program-specific financial and compliance audit.

The audits for Contractors are to be submitted within one month after receipt of the auditor's report or no later than nine months after the end of the Contractor's fiscal year to the following address:

New York State Department of Labor
Division of Employment & Workforce Solutions
Office of Contract Review and Expenditure Control
Room 425
Albany, New York 12240

Contractors are responsible for collecting audits from subcontractors determined to be subrecipients pursuant to OMB Circular A-133 and 29 CFR Part 99 and must make the audits available for review or inspection.

Any Contractor that expends less than \$500,000 in Federal funds are exempt from Federal audit requirements for that fiscal year, but records must be made available for review or audit by appropriate officials of the U.S. Department of Labor, New York State Department of Labor, and U.S. General Accountability Office (GAO).

To determine when a Federal award has been expended, the Contractor should refer to OMB Circular A-133 and 29 CFR Part 99.205.

The Office of Contract Review and Expenditure Control shall evaluate any findings and recommendations in the Contractor's final audit report along with the related correspondence and Corrective Action Plan (CAP), which may include the expected auditee action to repay disallowed costs, make financial adjustments or to take other action, submitted by the auditee as part of the Department's audit resolution procedures. If the Office of Contract Review and Expenditure Control is in agreement with all aspects of the CAP, they will issue a management determination indicating the acceptance of the CAP. If the Contractor disputes the management determination of any finding, it has thirty (30) days from the date of this letter to request an independent hearing.

U. Publicity/Publications/Copyrights/Patents

Publicity includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of the Department's materials, the Department's agency name, or other such reference to New York State and/or The Department of Labor in any document or forum is considered publicity. News releases, publicity or any other public announcements regarding this project may not be released without prior approval from the Department.

Any publication, training announcement, meeting or training session which is funded in whole or in part through any activity supported under this Agreement may not be published without prior approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall 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, interpretation or policy of the Department or the State of New York.

All materials developed and created by Contractor for the Department under this Agreement will be owned by the Department, will be considered to be “works made for hire” as defined in the U.S. Copyright Act, and are hereby assigned to the Department. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Agreement.

For all other pre-existing works, the Department and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the Contractor covered by this Department shall expressly acknowledge the Department's right to such license.

All of the license rights so reserved to the Department and the State of New York under this paragraph are equally reserved to the U.S. Department of Labor, as applicable, and subject to the provisions on copyrights contained in such federal agencies' regulations if the Agreement is federally funded.

The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this Agreement, it will provide to the Department, at no additional cost, a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to the Department. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

V. Specific Prohibitions

Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, or breach or violation of this warranty. The Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the award, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Non-Sectarian

The funds provided to the Contractor are for secular purposes and will be used to provide employment and/or training services as described in the Agreement to persons regardless of religious affiliation and shall be performed in a manner that does not discriminate on the bases of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs. No funds will be used for the advancement of a particular religion.

Political Activities

Funds provided pursuant to the Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

W. Equipment/ Space

This section W. does not apply to performance based milestone contracts, which will be reimbursed in accordance with the milestone payment schedule as set forth in Appendix B.

In non-performance based milestone contracts, unless the cost is totally ascribable to the grant, these costs must be allocated according to an allocation plan which meets the requirements of OMB Circulars A-87 or A-122, or A-21.

Example 1: Contractor A uses its copier for both grant and non-grant business. In month 2 it makes 1000 copies, 100 of which are for the grant. Its total cost for the copier and supplies for that month is \$200.00. The cost allocation plan allocates copier costs according to the number of copies produced in a given month. Contractor A reports copier costs of \$20.00 for that month.

Example 2: Contractor B makes space in its office for work on the grant. Contractor B has one employee working on the grant for 50% of his/her time. The space used by the employee is 1/10th of the square footage of the office space. Contractor B pays \$2,000.00 a month in rent on the entire office. Contractor B's cost allocation plan allocates its lease payments according to the space used in a given month and the percentage of time that that space is used for grant purposes. Contractor B reports rent expense of \$100.00 for that month.

Equipment Procurement/Rental/Leases Equipment is tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit.

If an item of equipment listed by the Contractor is available as surplus to the Department, the Department shall arrange to provide such equipment to the Contractor in lieu of purchase of such equipment. Title to all equipment purchased with funds under this Agreement shall be vested in the Department and disposition of all such equipment shall be part of the Contractor's final accounting under this Agreement. If the Department consents in writing, the contractor may retain possession of purchased equipment after the termination of this Agreement to use for similar purposes. The Contractor will return such equipment to the Department at the Contractor's cost and expense when it is no longer used for those purposes or upon the written request of the Department, whichever event happens first.

In addition, the Contractor agrees to permit Department representatives to inspect the equipment and to monitor its use at reasonable intervals during the Contractor's regular business hours. The Contractor shall be responsible for maintaining and repairing equipment purchased or procured under this 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 Department, naming the Department as an additional insured, covering the loss, theft or destruction of such equipment. The Contractor will be required to sign a certification form available from the Department, requesting custody of such equipment for continued use after termination of the contract.

As such, rental of equipment is encouraged where the total expenditure for rental will be significantly less than the purchase price. A rental charge to this Agreement for a piece of equipment owned by the Contractor will not be allowed.

Space

In situations where the Contractor is receiving reimbursement for Space Rental, it must be clearly indicated in the Budget Narrative section. In addition, the Budget Narrative must also indicate whether the Contractor rents or owns the space for which they are receiving reimbursement and the basis used in developing the rental charge.

X. State Travel Expenses

This section X. does not apply to performance based milestone contracts, which will be reimbursed in accordance with the milestone payment schedule as set forth in Appendix B.

Travel expenses may be reimbursed at [the lesser of] rates in line with the written standard travel policy of the entity or the NYS Comptroller's guidelines for Management Confidential employees. Such expenses must conform to the budget approved by the Department and be necessary for the performance of the work under this Agreement. In addition, no out-of-state travel costs are allowed unless specifically detailed and pre-approved by the Department.

Y. Provisions Governing Subcontracting

The Contractor may not assign, transfer, convey, sub-let or otherwise dispose of its right, title and interest in this Agreement, or its power to execute this Agreement to any other person, company or corporation without the previous

written consent of the Department. In all cases where a Contractor with the Department subcontracts any portion of that agreement, the Contractor retains full liability and responsibility for assuring that all funds under that agreement, including those to any subcontractor(s) are expended in compliance with:

- The State and Federal laws, rules and regulations governing the expenditure of such funds; and
- The provisions of this contract including but not limited to budget specificity and reasonable cost allocation to line item.

The Contractor will be responsible for identifying in the Agreement its plan for subcontracting. When actual subcontracting details are not known, subcontract information - including a brief, but definitive, narrative description of each program or service to be subcontracted, with whom subcontracting will be implemented (if known), the anticipated outcomes and the projected budget - will be incorporated into the Agreement. The Agreement may then be conditionally approved.

When the actual subcontract is executed, the Contractor must provide detailed subcontract information (copy of subcontract will suffice) to the Department within 15 days after execution. If a copy of the subcontract is not provided, the details required will include:

- a) name of subcontractor;
- b) services to be performed;
- c) program design;
- d) anticipated outcomes; and
- e) line item budget - - with cost category explanations.

Failure to comply with the above may result in the withholding of funds, suspension and/or termination of the Agreement. Failure to resolve within 30 days any non-compliance issues identified by the Department's review of the subcontract information may result in the withholding of further funds until such time as the non-compliance issues are resolved.

Z. Non-Duplicative Reimbursement

Signature of this Agreement constitutes certification by the contractor that payment requests will not duplicate reimbursement of costs and services received from other sources.

AA. Minority and Women-Owned Business Enterprise and Equal Employment Opportunity Participation

The Contractor hereby agrees to a 6% participation goal by New York State Certified Minority and 5% participation goal by New York State Certified Women-owned Business Enterprises (M/WBEs) in work provided or services performed in New York State under this Agreement in accordance with utilization goals established by the Department. These goal percentages are subject to the requirements of Article 15-A of the Executive Law of the State of New York and regulations adopted pursuant thereto.

Use of M/WBE firms by the Contractor may be as subcontractors and/or suppliers. The Contractor agrees to submit periodic utilization reports on forms provided by the Department in accordance with a schedule established by the Department. Compliance reports will be submitted on a quarterly basis.

Contractor further agrees to the submission of periodic Work Force Utilization reports on forms provided by the Department in accordance with a schedule established by the Department. The report will provide information on specified ethnic background, gender and Federal Occupational categories. Work Force Utilization reports showing the actual work force composition by the above breakdown, will be required on a quarterly basis during the term of the Agreement commencing with the quarters ending June 30, September 30, December 31 and March 31 of each year to the program liason.

All reports must be submitted to the following address by the quarterly due dates outlined in the "M/WBE and Work Force Utilization Reporting Schedule" provided to the Contractor by the Department.

Division of Equal Opportunity Development
MWBE Administrator
NYS Dept. of Labor
State Office Campus
Building 12, Room 540
Albany, NY 12240
518-457-1984 Fax: 518-485-2575
NYC: 212-352-6603

Directory of Certified M/WBE Businesses:

The Directory of Certified MWBE Businesses is available on the internet at:

<http://205.232.252.35/>

A downloadable version of this data base is also available on this site.

For additional information or assistance in utilizing the Directory you may contact:

Division of Minority and Women's Business Development
Phone: 1-800-STATE-NY (1-800-782-8369)
E-mail: esd@empire.state.ny.us

Good Faith Efforts. In addition to the fulfillment of the goals established above, Contractor is encouraged to employ minority and women workers and solicit the participation of certified M/WBEs as subcontractors and suppliers on this Agreement.

M/WBE Regulations:

A copy of the applicable regulations, 5 NYCRR Parts 140 through 145, will be provided upon request to:

New York State Department of Labor
Division of Equal Opportunity Development
State Office Building Campus
Building 12, Room 540
Albany, New York 12240
(518) 457-1984

Additional Contracting Requirements

1. Reporting Requirements (Including ARRA Reporting Requirements) – Quarterly Reporting

The contractor will be required to submit a narrative format report describing the activities and accomplishments of the contract during the preceding quarter. The report will due to the Department by the 15th day of the month succeeding the end of the quarter.

Per the Office of Management and Budget's Notice in the Federal Register dated April 1, 2009,

http://www.whitehouse.gov/omb/assets/fedreg_2009/040109_InformationCollection.pdf The Department will be responsible for submitting to the federal government detailed quarterly reports on all subawards of American Recovery and Reinvestment Act funds. As such, it is anticipated that the following information will be required from all contractors:

9 digit Data universal Numbering System or Central Contractor Registration plus 4 extended DUNS number: _____

Legal name of contractor as registered in the Central Contractor Registration (www.ccr.gov): _____

Physical location as listed in the Central Contractor Registration. For congressional district, use the format: 2 characters State Abbreviation- 3 characters District Number, e.g., NY-022 for New York 22nd district. ____-____

Select primary category A-X from the list of categories below: ____

- A. State Government.
- B. County Government.
- C. City or Township Government.
- D. Special District Government.
- E. Regional Organization.
- F. U.S. Territory or Possession.
- G. Independent School District.
- H. Public/State Controlled Institution of Higher Education.
- I. Indian/Native American Tribal Government (Federally Recognized).
- J. Indian/Native American Tribal Government (Other than Federally Recognized).
- K. Indian/Native American Tribally Designated Organization.
- L. Public/Indian Housing Authority.
- M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education).
- N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education).
- O. Private Institution of Higher Education.
- P. Individual.
- Q. For-Profit Organization (Other than Small Business).
- R. Small Business.
- S. Hispanic-serving Institution.
- T. Historically Black Colleges and Universities (HBCUs).
- U. Tribally Controlled Colleges and Universities (TCCUs).

- V. Alaska Native and Native Hawaiian Serving Institutions.
- W. Non-domestic (non-US) Entity.
- X. Other.

Provide physical location of primary place of performance. _____

Provide the names and total compensation of the five most highly compensated officers of the sub-recipient entity if-

- (1) the recipient in its preceding fiscal year received-
 - (a) 80 percent or more of its annual gross revenues in Federal awards; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal awards; and
- (2) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26USC § 6104].

“Total compensation” means the cash and non-cash dollar value earned by the executive during the sub-recipient’s past fiscal year of the following (for more information *see* 17 CFR 229.402(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not tax qualified.
- (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

Check one of the following and provide compensation information as appropriate:

___ 1 and 2 above do not apply to this entity

___ 1 and 2 above do apply to this entity, and here is a listing of the five most highly compensated officers:

<u>Name</u>	<u>Compensation</u>
1)	
2)	
3)	
4)	
5)	

Note:

Please be aware that as required by the Office of Management and Budget (OMB) Circular A-133, all organizations that expend any combination of federal funds equal to or more than \$500,000 during the organization's regular fiscal year, must undergo a single audit of all federal funds expended during that fiscal year period and submit the results of the audit to the Department.

2. Individualized Training Expenses:

In signing this contract, the Contractor agrees to the following terms and conditions regarding Individualized Training Expenses:

a) If the Individualized Training is not being provided by an entity listed on the Eligible Training Provider (ETP) list the Contractor must undertake a procurement process for each Individualized Training Expense to ensure that it has been competitively procured and that the cost is reasonable. The procurement process will minimally require three bids assuring that the cost is the lowest within a reasonable commuting distance.

b) A record must be maintained by the Contractor of the procurement process for each Individualized Training Expense which will detail the procurement process and how the reasonableness of cost for each expense was determined. Cases where three bids were not obtained or the lowest bid was not utilized must be fully justified.

c) These records must be made available for review by the Department for the purposes of determining reasonableness of cost for the specific training expenses and will result in a disallowance of the expense by the Department if records are not complete, if reasonableness of cost cannot be ascertained or if justification for not obtaining three bids or using the lowest bidder is not reasonable.

d) Pre-approval for Individual Training Expenses will not be required by the Department unless the training expense for any individual participant exceeds \$3,000. In order to exceed this limitation the Contractor must be granted prior approval from the Department.

e) The pre-approval process for Individual Training Expenses for an individual trainee exceeding the limit set forth in d) will follow the following procedure:

1) The Contractor will officially contact the designated Department Representative (Field Representative assigned to the contract) by letter or e-mail detailing the name of the individual, the training plan for the individual, the total training cost for the individual and justification for exceeding the limit.

2) The Department will review the request and will approve or disapprove the request in writing. Once approval has been granted, the Contractor may incur costs exceeding the set limit for the identified individual up to the total training cost for the individual approved by the Department. If the approval requires a modification to the contract the Department will notify the Contractor and begin development of the modification. As with any modification, costs identified in the modification cannot be reimbursed until the modification is executed.

3. On-the-Job Training:

In signing this contract, the Contractor agrees to the following terms and conditions regarding On-the-Job Training Expenses (OJT):

a) The Contractor will only allow for OJT payments to be received if the related employment is part of a registered apprenticeship program.

b) The Contractor will, through due diligence search, ascertain that each employer who enters into an OJT agreement to provide employment to participants under this contract is in compliance with all applicable labor laws, has not failed to file any applicable local, state or federal tax returns and has not failed to pay New York State Unemployment Insurance. The Contractor will maintain records of the due diligence search and make them available to the Department upon request.

c) The Contractor will maintain a copy of the OJT agreement/training plan between the employer and Contractor and will make the agreement/training plan available to the Department upon request.

d) Failure to maintain the required OJT records will result in disallowance of those costs.

The Contractor acknowledges that on site fiscal and programmatic monitoring of contract activities will take place at regular intervals during the course of the contract. Requested records must be made available to Department representatives during these monitoring visits.

4.American Recovery & Reinvestment Act of 2009, Vendor Obligations Rider

1. Since this agreement contains ARRA stimulus funds, the vendor will post any jobs that is creates or seeks to fill as a result of the stimulus funding. Vendors will post through the New York State Department of Labor (<http://labor.state.ny.us>, notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.

2. The vendor will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit as reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.
 - a. Optional reports may be requested at the department's discretion including:
 - i.
 - ii.
 - iii.

3. The vendor is also responsible for holding all sub grantees to the above reporting requirements.

4. Agreement Funding
 - a. State General Fund Dollars _____
 - b. Federal Fund Dollars _____
 - c. ARRA Stimulus Dollars _____
 - d. Other Fund Dollars _____

 - Agreement Total _____

Buy American Requirements

Workforce Investment Act of 1998

SEC. 505. BUY-AMERICAN REQUIREMENTS.

- a. Compliance With Buy American Act.--None of the funds made available in this Act may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with the Buy American Act (41 U.S.C. 10a et seq.).
- b. Sense of the Congress; Requirement Regarding Notice.-
 1. Purchase of American-made equipment and products.--In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
 2. Notice to recipients of assistance.--In providing financial assistance using funds made available under this Act, the head of each Federal agency shall provide to each recipient of the assistance a notice describing the statement made in paragraph (1) by Congress.
- c. Prohibition of Contracts With Persons Falsely Labeling Products as Made in America.--If it has been finally determined by a court or Federal agency that any person intentionally affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product sold in or shipped to the United States that is not made in the United States, the person shall be ineligible to receive any contract or subcontract made with funds made available in this subtitle, pursuant to the debarment, suspension, and ineligibility procedures described in sections 9.400 through 9.409 of title 48, Code of Federal Regulations, as such sections are in effect on the date of enactment of this Act, or pursuant to any successor regulations.

Please note that ARRA, which is providing a portion of the funds used for this program, also has a Buy American provision and other limitations on funds described as follows:

American Recovery and Reinvestment Act Requirements

All funds awarded pursuant to this solicitation must be expended in compliance with the American Recovery and Reinvestment Act of 2009 (ARRA). Applicable requirements of the ARRA regarding use of funds made available pursuant to the ARRA include but may not be limited to the following:

None of the funds appropriated or otherwise made available under ARRA may be used to support any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (SEC. 1604.)

Use of American Iron, Steel, and Manufactured Goods. None of the funds appropriated or otherwise made available under ARRA may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. (Sec. 1605.)

All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA monies shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. (SEC. 1606.)

Proposal Checklist

(Name of Applicant Entity)

Attachment Number	Document Title	Submit with Proposal Package	Original Signature Required
1	Definitions of Key Terms		
2	Initial Screening Priorities		
3	Appendix C ^{1, 2} – NYS Department of Labor's General Terms and Conditions		
4	Additional Contracting Requirements ³		
5	Buy American Requirements		
6	Proposal Checklist	√	
7	Proposal Cover Sheet	√	X
8	Application for Contract	√	X
9	Attestation Page	√	X
10	Responsibility Questionnaire	√	X
11	Initial Priority Screening Form	√	
12	Program Narrative Instructions/Template	√	
13	Budget Proposal	√	
14	Appendix D – State and Federal Certifications	√	X
15	Appendix A – Standard Clauses for all NYS Contracts		
	Proposal Cover Letter	√	X
	Letters of Support from Local Workforce Investment Agencies or other Partner Agencies		

Applicant Information

(Duplicate this page as necessary and complete for each partner, if applicable)

¹ This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

² According to Federal resources regarding implementation of ARRA, the Federal Office of Budget and Management Services expects to issue in the near future standard terms and conditions to be included in contracts. Once issued, any awardees of contracts funded by the ARRA will be informed of the additional language that will be included in the contract.

³ This document is not required with the submission of an application, but is required upon award for contract completion.

Applicant

Name:

Mailing Address:

Labor Market Region:

Federal Employer Identification Number (FEIN):

Web Site Address:

Contact

Name:

Title:

Phone Number:

Fax Number:

E-mail Address:

PROPOSAL COVER SHEET

Request for Proposals No.: 46-Q

Title: **Disconnected Youth Training**

Proposal Due: By 4:00 pm New York Time on August 20, 2009

Send To: Mr. Anthony Joseph, Program Manager
 Division of Employment and Workforce Solutions
 New York State Department of Labor
 State Campus, Building 12, Room 440
 Albany, New York 12240

NOTICE TO INDIVIDUALS SUBMITTING PROPOSALS

Pursuant to the provisions of Article XI of the State Finance Law or the State Printing Law, sealed proposal packages will be received by the Department of Labor at the above address for furnishing the item(s) listed in this Request for Proposals. When submitting a proposal, you must:

- | |
|---|
| 1. Submit this cover sheet with your proposal package using blue or black ink. Write or type the name of your company on each page of your proposal. |
| 2. Sign the proposal. By signing, you indicate your express authority to sign on behalf of yourself or your company or other entity and full knowledge and acceptance of the STANDARD CLAUSES FOR ALL NYS CONTRACTS and AMENDMENTS thereto, and the REQUEST FOR PROPOSALS. An authorized person must fully and properly execute the proposal. |

In order to fully and properly execute this quotation, the signature of an authorized person is required below. Failure to comply may constitute grounds for rejection of your proposal.

Name of Individual Submitting Proposal (please print)			Telephone Number	
Company Name			FEIN:	
Address: Street	City	State	Zip Code	County
I expressly acknowledge and agree that this proposal constitutes a firm offer for one hundred twenty (120) days after the date of opening.				
Signature and Official Title of Individual Submitting Proposal:			Date:	

Application for Contract		
1. Project Title: Request for Proposals (RFP) Disconnected Youth Training		
2. Lead Organization Name & Address	3. County(ies) to be Served	4. Local Workforce Investment Area(s)
	▪ ▪ ▪ ▪	
5. Telephone & Fax Number:	6. Federal Payee ID #:	
7. Charities Registration # or Exemption Category Code: _____.	8. Incorporated in _____ (year) under _____ (State) law.	
9. If New York State Certified (check classification) Minority Business Enterprise <input type="checkbox"/> Woman Business Enterprise <input type="checkbox"/>		
Type of Ownership Individual Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>	If Corporation, please describe type: _____ (e.g., Nonprofit, For-Profit, Educational, Business, etc.)	
No. of Employees _____		

- A. *Non-Sectarian use of Funds:* Are any of your purposes sectarian (for the advancement of any religion)? **NO** **YES** (If yes, please State if funds to be received from New York State will be used for a purely secular purpose)
- B. *Compliance with Attorney General's Charities Bureau:* Have you filed with the Attorney General's Charities Bureaus all required periodic or annual written reports on a timely basis? **NO** ___ **YES** ___.
- C. *Contracts with New York State Entities:* Have you had any current or prior contracts with any New York State department, agency, board or commission?
NO **YES** If yes, please attach a listing of the name of the agency or other subdivision of New York State, which signed the contract as well as the contract name and number.

If you have any current or previous contracts with the Department, have you met your M/WBE goals?

NO **YES**

Attachment _ (continued)

Page 2 of 2

D. *Litigation/Lawsuits:* Have you ever been involved in any litigation or lawsuit concerning any of the above New York State contracts or any contracts with any subdivision of local government or a private sector firm in New York State?

NO YES If yes, please attach a description of the lawsuit and its outcome, if any.

E. *Previous New York State Employment:* Are you, or any partners or officers currently employed or have been employed by the State of New York?

NO YES If yes, attach a listing of all positions held giving title, date(s) and place(s) of employment.

F. *Compliance with New York State Policy:* I (we), the undersigned, affirm that I am (we are) willing to comply with all the conditions set forth in the Request for Applications, specifically those set forth in "Appendix A, Standard Clauses for all New York State Contracts," "Appendix C, New York State Department of Labor's General Terms and Conditions" attached and made a part hereof and all the statutes and regulations pertaining thereto.

I (We), the undersigned, attest that I am (we are) authorized to bind the bidder to the provisions of the attached application and that such provisions will remain valid for at least one-hundred and twenty (120) days from the application due date.

NAME and TITLE OF INDIVIDUAL OR FIRM'S OFFICER AUTHORIZED TO SIGN CONTRACT:

(Please print or type)

(Title)

Date: _____ Signature: _____

NAME and TITLE OF PROJECT DIRECTOR (IF DIFFERENT FROM ABOVE):

(Please print or type)

(Title)

Date: _____ Signature: _____

Attestation Page

By affixing my signature below I hereby attest that I am duly authorized to submit this proposal on behalf of our organization. I further attest that our organization meets and will abide by all applicable provisions noted below:

1. It is either an educational institution (includes Community Colleges, BOCES programs, and school districts); or, a duly incorporated public or private, for-profit or not-for-profit entity eligible to do business in New York State.
2. It will comply with New York State Labor Law.
3. Any award will be expended on program activities in New York State.
4. It is understood that, in order to obtain documented answers to any questions or issues generated by the proposal review and Due Diligence process, the Department's primary means of communication is via e-mail. Therefore, it is incumbent on the entity submitting a proposal to provide accurate contact information (name, title, e-mail address, phone and fax numbers), the means to avoid Spam filters (if necessary), and timely updates to that information should any changes occur. Failure to do so may result in failed communication and rejection of the proposal.
5. If the applicant is a local Workforce Investment Board that is not incorporated, the local area's WIA Grant Recipient will function as the official grantee for any funds awarded under this offering.

(Signature of Authorized Representative)	Title
(Print Name)	Date

If provision #5 above is applicable, please specify the name and provide contact information for the local area's WIA Grant Recipient:

RESPONSIBILITY QUESTIONNAIRE 7/13/06

Instructions

Please complete this form answering every question. A "Yes" answer to questions 1-22 requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

QUESTIONS:

Within the past five years, has your firm, any affiliate¹, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

- (1) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

 Yes No

- (2) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

 Yes No

- (3) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?

 Yes No

- (4) an investigation for a civil violation for any business related conduct by any local, state or federal agency?

 Yes No

- (5) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

- Yes No
- (6) a local, state or federal suspension, debarment or termination from the contracting process?
- Yes No
- (7) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?
- Yes No
- (8) a local, state or federal denial of a lease or contract award for non-responsibility?
- Yes No
- (9) an agreement to voluntary exclusion from bidding/contracting?
- Yes No
- (10) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?
- Yes No
- (11) a local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?
- Yes No
- (12) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
- Yes No
- (13) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?
- Yes No
- (14) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?
- Yes No

(15) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?

Yes No

(16) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?

Yes No

(17) a rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?

Yes No

(18) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

Yes No

(19) a finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

Yes No

ADDITIONAL QUESTIONS

(20) Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes No

(21) Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes No

(22) During the past three years, has the vendor failed to:

(a) File returns or pay any applicable local, state or federal government taxes?

Yes

No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____

_____.

(a) File returns or pay New York State Unemployment Insurance?

Yes No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

_____.

(23) Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN:

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor’s business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor’s responses herein prior to the State Comptroller’s approval of the contract.

_____ Name of Business	_____ Signature of Officer
_____ Address	_____ Typed Copy of Signature
_____ City, State, Zip	_____ Title

Principal place of business if different from address listed above (include complete address):

Initial Priority Screening Form

Complete this form and include with application per the submittal instructions. Please note that definitions of terms below can be found in Attachment 1 – Definitions of Key Terms. Please also reference “Attachment 2 – Disconnected Youth Training Priorities” to see the weights assigned to each category.

Target Groups – Worth up to 40 Percentage Points

Check the box(es) that identify the target group(s) that will be the focus of the proposal.

- Current and Former Youth on Probation
- Current and Former Juvenile Justice/Incarcerated Youth
- Current and Former Youth of Incarcerated Parents
- Current and Former Foster Care Youth
- Youth with Educational Attainment Deficiency
- Youth with Other Barriers
- None of the above

Program Design Elements – Worth up to 20 Percentage Points

Check the box(es) that identify the program design element(s) that will be part of the proposal.

- Academic Development
- Occupational/Post-Secondary Training
- School Linkages
- Employer Linkages
- None of the above

Incentives/Stipends – Worth 20 Percentage Points

Check whether the program will provide Incentives and/or Stipends to participants.

- Yes
- No

Sectors – Worth up to 5 Percentage Points

Check the box(es) which identify the sector(s) that will be the focus of the proposal.

- Health
- Construction
- Advanced Manufacturing
- Other Demand Sector in Applicant’s Area
- None of the above

Other Priorities - Worth up to 15 Percentage Points as follows

Green Component – Worth up to 5 Percentage Points

Check whether the proposal has a “green” career focus.

- Yes
- No

Collaboration/Leveraging Resources – Worth up to 5 Percentage Points

Check whether there will be any collaboration under this proposal.

- Yes
- No

Environmental Justice Zones – Worth up to 5 Percentage Points

Check if the proposal will operate in and/or be affiliated with an Environmental Justice Zone.

- Yes
- No

Program Narrative Instructions/Template

Disconnected Youth Training

Request for Proposals

Bid Number: 46-Q

Instructions

Please use the following template for the Program Narrative. All text should be double-spaced using a 12-point font. All pages should be single-sided and numbered. The maximum number of pages for the program narrative 15 pages (exclusive of attachments, checklist, forms, budget, etc.).

The program narrative must address each of the following elements. Specific information being requested under each element is presented below.

1. Executive Summary (Up to 3 points)
2. Organizational Experience and Qualifications (Up to 5 points)
3. Required Program Elements (intake process/assessment, ten elements, career planning, work readiness training) (Up to 10 Points)
4. Priorities (Up to 47 points)
 - a. Target groups
 - b. Program design elements
 - c. Incentives/Stipends
 - d. Sectors
 - e. Other Priorities
 - i. Green Component
 - ii. Collaboration/ Leveraging Resources
 - iii. Environmental Justice
5. Wrap Around Services (Up to 10 points)
6. Outcomes (Up to 5 points)

Executive Summary

- a. Describe the proposed project including: the need to be addressed; participant group; number of participants to be served; the funding request; timeline for the project from proposed start-up through any closeout activities (including follow-up).

Organizational Experience and Qualifications

- a. Indicate how long the organization has been in existence and the scope of services it offers.
- b. Discuss prior grant performance, including success rates for program completers;
- c. Indicate what fiscal controls are in place within the organization.
- d. Provide the identity and qualifications of the project manager and any other key personnel of the organization t who will work on this project and their specific experience in meeting the workforce development and training needs of group(s) being targeted by the project. Please include, as an addendum, resumes for the project manager and key personnel as well as job descriptions.

Required Program Elements

- a. Describe the intake process that will be utilized and the assessment that will be done to ensure that applicants are eligible for participation and are matched with interests and necessary services.
- b. Describe how the project will ensure that the 10 WIA Required Youth Elements will be made available to all participants who require them.
- c. Describe how the project will provide career planning services and how CareerZone, JobZone will be incorporated to provide career planning, and as part of any strategy to benchmark foundational skills and track those skills.

The following link provides additional information regarding CareerZone and JobZone (www.nycareerzone.org)

- d. Describe how the project will provide work readiness services. Describe how the National Work Readiness Credential (NWRC) will be incorporated to provide work readiness skills to youth age 18 to 24, and as part of any strategy to benchmark foundational skills and track those skills.

The following link provides additional information regarding the NWRC (www.workreadiness.com)

Also describe how work readiness services will be provided to youth age 14 to 17.

Priorities

Target Groups

- a. Identify the target group(s) (current and former: youth on probation; juvenile justice / incarcerated youth; youth of incarcerated parents; and foster care youth; as well as youth with educational attainment deficiency and youth with other barriers) to be served under this proposal. In order for a proposal to be considered targeting one of the groups identified, the pool of program participants must contain a minimum percentage of members from the identified target group. Please see **Section VII. Evaluation Process and Method of Selection** of the RFP for the minimum percentage thresholds for each target group.
- b. Describe experience with serving this population(s).
- c. Describe the plan to recruit participants from this population(s).

Program Design Elements

- a. List and describe the program design element(s) of the proposal.
- b. Describe experience with delivering each program design element(s).
- c. Describe the model which will be used to provide the program design element(s).

Note: For program designs being promoted as a “model program,” documentation from an independent third party validating an organization’s claim that its program has been impartially evaluated and found to indeed be a successful model program must be attached to the proposal as an addendum. For program designs being promoted as “demonstration projects that incorporate best practices,” impartial third party documentation that corroborates the best practices being used must be attached to the proposal as an addendum.

- d. Describe how a portable industry-wide recognized credential will be awarded upon completion of the program element, if applicable.

Sectors

- a. List and describe the sector(s) to be targeted by the proposal.

- b. Describe experience in understanding the sector(s).
- c. Describe the rationale for targeting the sector(s).
- d. Describe the employment prospects and major workforce development issues associated with this sector.
- e. Describe the training model and curriculum the proposal will use.

Other Priorities

Green Component

- a. Identify which, if any, aspects of the proposal will be green.
- b. Describe experience in understanding the green aspect of the program.

Collaboration / Leveraging Resources

- a. List the name(s) of the organization(s) that will collaborate on this proposal and describe how each organization will support the proposal.
- b. Describe the relationship between organization(s), including the services/support the organization will each provide under the collaboration.
- c. Provide a letter of support from each organization that is part of the collaboration (letters will be considered when scoring this section and must be submitted upon application to be considered in scoring).
- d. Identify the resources and value of the resources that will be leveraged (if any) to complement the funding request of the proposal, including in-kind or matching funds by the applicant and/or other members of the collaboration.

Environmental Justice

- a. Identify if the applicant is located in an Environmental Justice Zone and describe aspects of the proposal (if any) that will benefit and/or be targeted at low-income or low-income minority populations in environmental justice areas. Environmental justice efforts focus on improving the disproportionate adverse environmental impacts in communities, specifically minority and low-income communities. *Attachment 1 “Definitions of Key Terms”* provides more information on the definition of environmental justice.

The New York State Department of Environmental Conservation has designated criteria that qualify census block groups in some counties as Potential Environmental Justice Areas. Proposals from applicants located in environmental justice zones will receive full credit under this program narrative element. The following link provides more information on environmental justice zones (www.dec.ny.gov/public/333.html)

Wrap Around Services

- a. Explain what supportive services will be made available to participants and how need for such services will be determined.

Outcomes

Describe the anticipated participant outcomes to be achieved under the proposal, including (if applicable):

Youth 14 to 17 in-school

- ◆ Remain in school.

- ♦ Gain work readiness skills.
- ♦ Complete career plan.

Youth 18 to 21 in-school

- ♦ Remain in school.
- ♦ Earn a National Work Readiness Credential.
- ♦ Complete career plan.

Youth 16 to 24 out-of-school

- ♦ Earn a National Work Readiness Credential.
- ♦ Earn a High School Diploma or equivalent (e.g., GED).
- ♦ Pursue post-secondary training at an institution of higher education or a trade school for more advanced training upon completion of the program.
- ♦ Earn an industry-wide recognized occupational certificate.
- ♦ Be placed in unsubsidized employment including apprenticeship.

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above, to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Investment Act will be American made. See WIA Section 505 – Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-

133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

STATE CERTIFICATIONS

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND OUTSTANDING DEBTS

The undersigned, as a duly sworn representative of the contractor/vendor, hereby attests and certifies that:

- 1) No principal or executive officer of the contractor's/vendor's company, its subcontractor(s) and/or successor(s) is presently suspended or debarred; and
- 2) The contractor/vendor, its subcontractor(s) and/or its successor(s) is not ineligible to submit a bid on, or be awarded, any public work contract or sub-contract with the State, any municipal corporation or public body for reason of debarment for failure to pay the prevailing rate of wages, or to provide supplements, in accordance with Article 8 of the New York State Labor Law.
- 3) The contractor/vendor, its subcontractor(s) and/or its successor do not have any outstanding debts owed to the Department, including but not limited to, contractual obligations, fines related to Safety and Health violations, payments owed to workers for public works projects or the general provisions of the Labor Law, unemployment insurance contributions or other related assessments, penalties or charges.

I. CERTIFICATION REGARDING "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern Ireland:
_____ Yes _____ No

If Yes:

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

_____ Yes _____ No

J. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative _____

Title _____

Date _____

Click [here](#) for Attachment 13.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and

use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803

<http://www.empire.state.ny.us>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.