



**New York State
Office of Children and Family Services**



Early Childhood Advisory Council

Request for Proposals

PART 1

**BACKGROUND, REQUIREMENTS,
INSTRUCTIONS**



**New York State
Office of Children and Family Services**

Request for Proposals

Andrew M. Cuomo
Governor

Gladys Carrión, Esq.
Commissioner

PROPOSAL SUBMISSIONS SHOULD BE ADDRESSED TO:

Regina Canuso, Project Manager
Early Childhood Advisory Council
NYS Office of Children and Family Services
Council on Children and Families
52 Washington Street, Suite 99 West
Rensselaer, New York 12144
ECACrfp@ccf.state.ny.us
Attention: 2012 CCF Request for Proposal Submission

See Part I – 2.3 Proposal Submittal Process for additional submission information

TIMETABLE OF KEY EVENTS:

See Part I, Sections One and Two of this RFP for further information.

<u>Event:</u>	<u>Date:</u>
• Proposals Due	02/07/12
• Submittal of Questions Deadline	01/24/12
• Posted Date of Answers	01/31/12
• Awards Announced (Tentative Date)	03/01/12
• Projected Contract Start Date	05/01/12

INQUIRIES:

From the issuance of this RFP until contractors are selected, all contacts with OCFS personnel concerning this RFP, except as otherwise specified herein, must be made through the OCFS Program Manager:

OCFS will accept questions regarding this procurement from potential bidders by mail or e-mail only, received through January 24, 2012 by 3:00pm. Questions may be mailed to:

Regina Canuso, Project Manager
Early Childhood Advisory Council
NYS Office of Children and Family Services
Council on Children and Families
52 Washington Street, Suite 99 West
Rensselaer, New York 12144

Or, questions may be e-mailed, with “RFP Question” in the subject line, to ECACrfp@ccf.state.ny.us.

OCFS will, by January 31, 2012, post responses to timely questions on the On-Line Bidders List website at <https://apps.ocfs.ny.gov/obl/> and mail responses to those bidders who requested a hard copy of the procurement.

ON-LINE BIDDER’S LIST

The OCFS On-Line Bidder’s List (OBL) is maintained electronically and can be found at <https://apps.ocfs.ny.gov/obl/>. If you wish to receive announcements of future OCFS procurement opportunities and be able to download solicitation documents you must register on the OBL. Questions and Answers will also be posted to the OBL. If you choose to register you will be prompted to provide certain demographic information about yourself and the organization or government agency you represent along with identifying the service categories which you are interested.

PART I - BACKGROUND, REQUIREMENTS & INSTRUCTIONS

Table of Contents

Section One....BACKGROUND.....	4
1.1 Introduction.....	4
1.2 Purpose and Funding Availability	4
1.3 General Terms and Conditions for ARRA Contracts	5
1.4 Term of Contract.....	5
1.5 Eligible Applicants.....	5
1.6 Standard Contract Language	6
1.7 Contract Readiness	6
1.8 Accessibility and Web-based Information and Applications	6
1.9 Contract Management System (CMS).....	7
Section Two....GENERAL REQUIREMENTS	9
2.1 Desired Outcomes and Program Requirements	9
2.2 Evaluation Process and Selection Criteria	11
2.3 Proposal Submittal Process	15
2.4 Informational Technical Assistance	15
2.5 Charities Registration – Not-for-Profit Corporations Only	15
2.6 Federal Requirements	16
2.7 Vendor Responsibility Requirements	16
2.8 Required Electronic Payments and Substitute Form W-9	17
2.9 Organizational Chart.....	18
2.10 OCFS Rights.....	18
2.11 Consultant Disclosure Requirements	19
2.12 New York State Sales and Compensating Use Taxes.....	21
SECTION Three....APPLICATION INSTRUCTION REQUIREMENTS.....	22
3.1 Applicant Checklist:	22
3.2 Application Cover Page/Appendix D Agreement:.....	22
3.3 Program Plan/Narrative Instructions/Outcomes/Performance Targets:	22
3.4 Proposed Budget Summary including allowable and non-allowable costs	22
3.5 Bidder Identification Form.....	22
3.6 Non-Discrimination/Non-Sectarian Compliance Form.....	23
3.7 Board of Directors Profile – (Not-for- Profit Corporations Only)	23
3.8 Affirmative Action Forms – Minority and/or Women Owned Business Enterprises (MWBE) Subcontracting.....	23
3.9 Vendor Responsibility Questionnaire Instructions.....	23
3.10 Federal Requirements (If Federally Funded)	24
3.11 Contract Developer, Contract Signatory, and Contract Claim Signatory Authorization Form	24
3.12 MacBride Fair Employment Principles.....	24
3.13 Non-Collusive Bidding Certification	25
3.14 State Consultant Services – Form A and B.....	25
3.15 ST-220-TD Contractor Certification.....	25
Section Four.... CONTRACT POLICY INFORMATION.....	26
4.1 Affirmative Action	26
4.2 Omnibus Procurement Act	28
4.3 Procedure for Handling of Protests/Appeals of Bid Requirements and Proposed Awards.....	30

PART II - Required Forms

(To Obtain the Below-Noted forms, See Separate Document: “Part II, Required Forms - OCFS RFP Template: Grant Procurements”)

- Application Check List
- Application Cover Page/ Appendix D Agreement
- Budget Summary and Instructions (Program Specific Forms)
- Bidder Identification Form
- Non-Discrimination / Non-Sectarian Compliance Form
- Board of Directors Profile Form
- Affirmative Action / M/WBE Forms:
 - Subcontracting Utilization Form
 - Subcontractors and Suppliers Letter of Intent to Participate Form
 - Staffing Plan Form
- Vendor Responsibility Questionnaire
- Contract Developer, Contract Signatory, and Contract Claim Signatory Authorization Form and Instructions
- MacBride Fair Employment Principles
- Non-Collusive Bidding Certification Required by Section 139D of the State Finance Law
- State Consultant Services – Form A and B
- ST-220-TD Contractor Certification

PART III - Attachments

(To Obtain the Below-Noted Attachments, See Separate Document: “Part III, Attachments - OCFS RFP Template: Grant Procurements”)

Attachment 1 .State of New York Agreement

Attachment 2 Appendix A
Standard Clauses for All New York State Contracts

Attachment 3 Appendix A1
Standard Clauses for All OCFS Contracts

Attachment 4 Appendix A2

Attachment 5 Appendix A3
Federal Assurances and Certifications

Attachment 6 Appendix C
Payment and Reporting Terms and Conditions

Attachment 7 Appendix ARRA
Rider A
Rider C
Rider C Attachment

Section One....BACKGROUND

1.1. Introduction

The Federal Improving Head Start for School Readiness Act of 2007 required Governors to establish, and the Federal American Recovery and Reinvestment Act (ARRA) included funding to support, State Advisory Councils on Early Childhood Education and Care. The goal of the state councils is to help strengthen statewide coordination and collaboration among the wide range of early childhood programs and services in the state, including child care, Head Start, Early Head Start, IDEA preschool and infants and families programs, pre-kindergarten, and other early childhood care and education programs. In New York State, we have expanded the scope of our collaboration to include human service, mental health, and health care supports and services.

To respond to the Federal requirement to establish or designate State Advisory Councils on Early Childhood Education and Care, Governor Paterson in April 2009 established the Early Childhood Advisory Council (ECAC). The ECAC includes individuals with early childhood expertise who represent early care and education, health care, child welfare, and mental health programs, as well as state agencies, advocacy organizations, foundations, higher education, unions, and others involved in the provision of services to young children and their families.. The ECAC focuses on addressing the structural issues that have impeded the development of a comprehensive system of early childhood supports and services.

While the creation of an advisory council is not unique, the opportunity for significant federal funds to support planning, data collection and other system-building efforts is quite new. New York's federal allocation for the Early Childhood Advisory Council is \$5.6 million over three years.

The Office of Children and Family Services (OCFS) is seeking bids for consultant services to support activities of the ECAC, which is administered by the Council on Children and Families (CCF). Additional information about the CCF and the ECAC can be found at www.ccf.state.ny.us.

1.2 Purpose and Funding Availability

OCFS plans to award up to \$200,000 of American Recovery and Reinvestment Act (ARRA) funds for a Social-Emotional Development Support Consultant for the period beginning May 1, 2012 and ending July 31, 2013.

OCFS reserves the right to place a monetary cap on the funding amount of the contract awarded.

1.3 General Terms and Conditions for ARRA Contracts

Contractor understands and acknowledges that all grant policy terms and conditions annexed hereto apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Contractors are responsible for contacting their Program Managers for any needed clarifications. Programs must meet all applicable federal and New York State laws, regulations, executive orders, policies and guidance documents regarding reporting requirements related to the ARRA. These reporting requirements include, but are not limited to, those at recovery.gov and Implementing Guidance documents issued by the federal Office of Management and Budget.

The Contractor is responsible for compliance with any applicable federal and New York State laws, regulations, executive orders, policies and guidance documents regarding reporting requirements for ARRA implemented after the date of execution of this Agreement. Any such additional ARRA reporting requirements shall be part of this Agreement effective on the date of implementation. OCFS will advise the Contractor in writing of any such additional ARRA reporting requirements in an expedited time and manner as determined solely by OCFS and/or the federal government.

1.4 Term of Contract

Contracts with successful bidders are anticipated to be for the period beginning May 1, 2012 through July 31, 2013. This funding period is based on the Federal ARRA funding.

1.5 Eligible Applicants

For-profit entities, not-for-profit entities, individuals, public organizations, solely-owned businesses and Unaffiliated Consultants are eligible to apply for funding.

For Not-for-Profits only, the following applies:

The governing board (board of directors) must have a minimum of five (5) members at the time of proposal submittal. OCFS has determined that a five member board is necessary to show the maturity and depth of the organization as well as the capacity of the organization and the board to properly provide services and oversee the administration of the grant. The added board members show that the organization has a broad base of community support, and enhance the ability of the board to comprehensively oversee the functions and activities of the organization. The additional board members also protect against the problem that can arise when a board member unexpectedly leaves the board, as the Not-for-Profit Corporation Law requires that a not-for-profit corporation have at least three board members. The extra board members enable the corporation to continue to function properly under the law in the interval between the departure of a board member and the appointment of a replacement. Please attach minutes and attendance lists from the organizations last three board of directors meetings.

1.6 Standard Contract Language

The terms and conditions for all funded projects are specified in a detailed contract that must be signed by OCFS and approved by the Attorney General and the Office of the State Comptroller before any work is begun or payments made. This RFP includes all relevant contract terms and conditions which can be found in Part III Attachments. Upon contract award and completion of negotiations, OCFS will send successful applicants the complete contract for development and signature prior to submitting it to the Attorney General's Office and the Office of the State Comptroller for execution (See "Part III, Attachments").

1.7 Contract Readiness

The State's Prompt Contracting and Vendor Responsibility provisions require all State agencies to complete contract development and the signatory process within State prescribed timeframes. It is expected that this process will be expedited and awardees will need to be available and prepared to respond in required timeframes. If selected, awardees may be required to travel to Rensselaer for contract development and will need to cover the costs of that travel. Awardees who cannot meet prescribed timeframes for contract development and/or signature will, at the discretion of OCFS, and barring extenuating circumstances, lose funds awarded.

a) Not for Profit (NFP) Offerors:

Prior to submitting an application for funding, NFP applicants are responsible for various verifications, which validate their capacity and organizational authority to receive public funding and operate as a not-for-profit corporation in the State of New York. Not-for-profit vendors must be registered with the Attorney General's Office as a charitable organization, and the registration must be up to date at the time of contracting. Vendors must be sure all their documents are up to date and comply with vendor responsibility requirements as outlined below. To determine the status of your charities registration information contact

http://bartlett.oag.state.ny.us/Char_Forms/search_charities.jsp

b) For Profit Offerors:

- Be duly incorporated or authorized to do business in the State of New York;
- Be a financially stable entity with resources adequate to support the efforts required under this RFP;

1.8 Accessibility and Web-based Information and Applications

Any web-based intranet and Internet information and applications development, or programming delivered pursuant to this procurement must comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended,

modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

1.9 Contract Management System (CMS)

OCFS has developed a comprehensive, web-based Contract Management System (CMS) providing technology that automates the contract development, claiming, and program reporting process. Vendors awarded contracts under this procurement may develop and electronically sign contracts through CMS. The opportunity to submit claims and program reports online is also available to CMS users. All vendors are required to include the “Contract Developer, Contract Signatory, and Claim Signatory Authorization Form” located in Part II, Required Forms section. Vendors opting to use CMS must complete the entire form, while all others may leave the section at the bottom blank. In addition to the Authorization Form, a current Organization Chart that indicates where the organization head or the Chief Administrative Officer and the Contract Developers, Contract Signatories and Claim Signatories appear in relation to the Board of Directors and the organization as a whole must be on file with OCFS, and must be included with the proposal.

A description of CMS, including benefits to vendors, follows:

CMS Standardizes the contract development process, automating labor-intensive tasks and providing system edits that reduce common errors. Interactive budget and contract documents streamline the development process. Intuitive screens provide a user-friendly environment. Online claiming functionality allows for expedited payment of claims through the use of system edits, elimination of mailing time, and consolidation of all supporting documentation in to one easy to access location. The system facilitates prompt contracting and prompt payment thereby making services available to the children and families of New York State in a timely manner.

CMS features will permit vendors to do the following online:

- Develop, manage and electronically sign a contract online
- Receive alerts and notifications regarding the status of contract approval
- Permit correspondence between the vendor and OCFS
- Upload and download contract documents into CMS
- Process online budget modifications
- Process online claims including both advances and expenditures
- Upload supporting documentation for budget modifications and claims
- Submit program reports online
- Check the status of contracts and payments

CMS has no hardware requirements. Minimum computer requirements for participating are simply Internet access, Explorer 6.0 and Acrobat Reader 7.0. Acrobat Reader can be obtained free of charge at:

<http://get.adobe.com/reader/>

For Macintosh users, Safari 3.1 or higher is recommended and can be obtained free of charge at: <http://www.apple.com/support/downloads/safari.html>

Section Two....GENERAL REQUIREMENTS

2.1 Desired Outcomes and Program Requirements

The Office of Children and Family Services (OCFS) Council on Children and Families (CCF) is seeking to promote the Social-Emotional Development Support of children in New York State.

The healthy social-emotional development of young children is critical to their success in life and at school. Research has found that developing positive self-esteem, learning how to manage your emotions, and learning to get along with others are essential skills that need to be intentionally nurtured in young children. Professionals working in the early childhood field need to learn how to assess and work with young children to promote that development. In addition, professionals in other fields that assess and treat young children and families (pediatricians, nurses, social workers) also need to have the knowledge of social emotional development, how and why it is important, and how to observe for red flags that indicate need for further assistance. CCF is seeking to develop and implement a plan for the New York State Early Childhood Advisory Council (ECAC) to advance the social-emotional development awareness and understanding among all of these professionals as well as parents and the general public; to increase access to social-emotional development trainings, supports and resources across the state; and to ensure that young children receive social-emotional developmental screening and follow up support, thereby ensuring that young children have the opportunity to advance in their social-emotional development.

Through this RFP, CCF seeks to contract with a Social-Emotional Development Support Consultant to assist in the development and implementation of the above-referenced plan. Under the direction of Regina Canuso, Project Manager of the CCF Early Childhood Advisory Council, the Consultant will assist the ECAC staff in the following activities.

- Promote partnerships between early care settings and community health and mental health providers to promote the social-emotional development of young children including:
 - Working with state agencies, provider associations, training organizations and others to ensure that social-emotional developmental knowledge is infused in trainings of professionals who work with children birth to age 5 and their families, and that those trainings are integrated into practice and policy.
 - Research best practices on the integration of health and mental health in early care settings and primary care, including the integration of social-emotional and maternal depression screenings into whatever developmental screening system is in place.
 - Assist the Promoting Healthy Development Work Group and other ECAC Work Groups in developing and implementing a plan for on-going communications between early care settings and health and mental health providers.

- Take steps to establish a screening system, that is built upon routine developmental screening of all young children in New York State and includes but is not limited to social-emotional development screening and maternal depression screening, including:
 - Gather and synthesize information and research on screening systems in other states and in communities within New York State.
 - Convene meetings of prototype communities in New York State that have developed innovative designs for the integration of social-emotional screenings and interventions within their systems of developmental screenings to determine how best to develop partnerships in the state, expand best practices, and train practitioners.
 - Develop a listing of valid and reliable developmental screening tools that include or are used in conjunction with social-emotional and/or maternal depression screenings as well as a listing of valid and reliable social-emotional and maternal depression screening tools that are used in both early care and learning settings as well as primary care.
 - Work with the New York Chapter of the American Academy of Pediatrics, other professional organizations, relevant New York State agencies, and others to address implementation of guidelines on maternal depression screening.
 - Develop and/or catalogue resources to enhance care coordination and communication so that parents understand developmental and other screenings.

- Develop a web-based clearinghouse on social emotional development as part of the ECAC website. The consultant will:
 - Identify and organize resources, including screening tools, trainings, certification programs, and others.
 - Develop a template for the clearinghouse and work with technical staff at ECAC and New York State Parenting Education Partnership (NYSPEP) to develop the web-based clearinghouse.
 - Work with the ECAC communications consultant to develop a plan for promoting and marketing the clearinghouse.
 - Develop a plan for updating, further developing and managing the clearinghouse.

- Assess Early Childhood Mental Health Social Emotional Consultation Projects and related supports in early care settings throughout New York State.
 - Develop a resource list, with glossary of related terms, of Early Childhood Mental Health Social Emotional Consultation providers in early care settings.
 - Identify and describe the variety of multi-disciplinary professional titles of persons who provide various social-emotional/mental health services and supports for families at various stages (pregnancy to children's entry into kindergarten) at various levels of need and in different settings.
 - Identify options for training additional professionals to provide consultation, identification, and intervention services.
 - Work with state agencies, relevant professional organizations, institutions of higher education, to investigate the feasibility of developing a certification/credential in Infant/Young Children's Mental Health.

- Investigate ways to sustain each of the above activities beyond July 31st, 2013 (the length of the ARRA grant to the ECAC). .

Funding Availability: Up to \$200,000 of ARRA funds for the period May 1, 2012 through July 31, 2013. The successful bidder will be reimbursed at an hourly rate not to exceed \$64 per hour.

2.2 Evaluation Process and Selection Criteria

Overview

All proposals received shall be subject to an evaluation by OCFS, assisted by such other personnel as deemed appropriate, for the purpose of selecting the Offeror with whom an agreement will be negotiated. The Offeror scoring the highest in overall points will be awarded the contract.

Only proposals judged to be responsive to the submission requirements set forth in this RFP will be evaluated.

Evaluation Philosophy

OCFS is committed to a fair and impartial evaluation process characterized by:

- Requirements based upon CCF's substantiated needs.
- Evaluation by a structured impartial process.

Proposal Evaluation Criteria

Offerors may be requested to clarify proposal contents. Other than to provide such information as may be requested, no offeror will be allowed to alter its proposal or add new information after the filing date. The State reserves the right to verify information presented in the proposal through the clarification process, as well as interviews with key staff, and reserves the right to reduce technical scores or disqualify any firm based upon information brought to the attention of the State through such interviews or clarification process.

Selection Methodology

The weighting percentages will be 30% financial and 70% technical for ranking/scoring as described below. The proposal achieving the highest overall point total (technical and financial), and thus considered the proposal offering the best value to OCFS, will be selected to enter into contract negotiations.

Initial Criteria

The following items are rated on a pass/fail basis. All items must 'Pass' for the proposal to advance for further review.

- The Appendix D Application Cover Page Agreement must be signed by an authorized signatory of the agency and received at the Council on Children and Families by 3:00 pm EST on February 7, 2012.
- Applications/proposal and completed budget forms must be received by 3:00 pm EST on February 7, 2012 at the Council on Children and Families.
- Not-For-Profits only, the Board of Directors Profile must contain a minimum of five (5) board members.
- A Vendor Responsibility Questionnaire is included or the bidder verifies that their organization is registered and current on OSC's VendRep system.
- The proposal must include a statement as to the period during which the provisions of the proposal will remain valid.
- At least a Masters degree is required in one of the following fields: nursing, social work, psychology, public health, counseling, human development, or child and family studies with demonstrated coursework, clinical experience, certification, or Continuing Education Credits (CEU's) in early childhood development, mental health/social-emotional development, family or child mental health.
- Candidate must submit copy of certification/license/diploma/list of CEU's obtained in support of their degree, certification status (i.e. nursing license and Masters' diploma, psychiatric clinical nursing certification pending).

Technical Proposal Criteria (70 points maximum)

Within each general category, noted below, detailed criteria will be scored by each evaluation team member. The scores of all evaluators will be added and averaged to determine the proposal score for each of the six factors listed below. The sum of these averages will be the overall Technical Proposal score up to a maximum of 70 points.

Proposed Project Plan

Include the following elements in your proposal. The failure to include an element(s) may result in a reduction of points being awarded for that evaluation category.

Social Emotional Development Support Consultant

Technical Merit (70 points maximum)

1. The proposal should include a clear and concise description of the applicants/consultants:
 - a. Cross-systems experience in developing collaborative relationships between one or more of the following systems: healthcare (primary care systems of healthcare for pregnant women and/or children and families), mental health, social service, and early care and learning organizations or agencies. (13 points)
An additional 2 points will be added for applicants with experience working with

- one or more of the following: state-level entities, government agencies, advocacy or non-profit organizations. (15 points total);
- b. Demonstrated expertise in early childhood development, especially social-emotional development, and in prevention strategies, particularly in perinatal health/mental health and early childhood health/mental health, as determined by one of the following criteria:
- Certification/license/credential/CEU's/nationally-recognized training – in infant/child health or mental health, human development, child health promotion, pregnancy and postpartum health/mental health, social-emotional development, parent-child relationships, parenting support, brain development, early childhood education. (Potential candidates must submit copy of documentation demonstrating: certification/license/credential/CEU's/nationally-recognized training).
 - Publication in professional journal/newsletter/magazine – in infant/child health or mental health, human development, child health promotion, pregnancy and postpartum health/mental health, social-emotional development, parent-child relationships, parenting support, brain development, early childhood education.
 - Membership in one or more of an early childhood, professional or advocacy organization that advances, promotes or educates about practice, research, policy – in infant/child mental health, human development, social-emotional development, parent-child relationships, parenting, brain development, early childhood education. (Potential candidates must submit copy of documentation demonstrating membership) (10 points);
- c. Experience with the writing and/or development of resources, training tools, materials related to health, mental health, parenting, social services, early childhood education, human/child/infant development. (Potential candidates should describe nature of audience(s), scope and target of messages, and submit example) (15 points);
- d. Familiarity with major developmental, social emotional and mental health screening tools used in primary care, mental health, research, or in early care and learning programs, including an understanding of evidence-base for reliability and validity of the tools, as evidenced by one or more of the following:
- Participation in research that used a tool referenced above
 - Use of one of the major developmental, social emotional and mental health tools in clinical practice
 - Use of one of the major developmental, social emotional and mental health tools within an early care and learning program
 - Use of results of major developmental, social emotional and mental health tools to inform policy, practice or advocacy (10 points)
- e. Experience developing or providing trainings and/or presentations in one or more of the following areas: health, mental health, children's issues, parenting, early childhood development (Potential candidates must discuss in their response the size, scope, and nature of the presentation/training) (15 points);
- f. At least one year of experience working in direct service in one or more of the following areas: primary health care, early care and learning, home visiting, social services (Potential candidates should describe population, nature and

frequency of interaction, scope of work and level of expertise demonstrated) (5 points)

Reasonableness and Justification of Cost (30 Points Maximum)

The financial evaluation will be completed independent of the technical evaluation and will comprise 30 percent of the total evaluation score.

- The basis for the financial proposal scores will be the proposed hourly rate for the life of the contract (see below). The hourly rate of the offer will be evaluated on a ratio basis with the lowest hourly rate proposal awarded the maximum financial proposal score of 30 points. Remaining financial proposals will receive a proportional number of points based upon the ratio of the rate of the proposal being scored to the lowest hourly rate according to the following formula.
- **This section of the RFP should be sealed separately.**

(Lowest Hourly Rate Offer/Proposal Being Scored) * 30.

Hourly Rates

The proposal should include hourly rates by the Offeror for the life of the contract. These rates are not inclusive of travel. Any travel associated with this RFP away from the CCF's Home Office work site designated as 52 Washington Street, Suite 99 West, Rensselaer, NY will be reimbursed at the state rates that are in effect at the time the travel takes place. The contractor will not be reimbursed for travel from their home or work location to 52 Washington Street. The Offeror is also required to provide a discounted daily rate. The Standard workday for Contractor staff for work performed under this contract shall be eight (8) hours (excluding lunch) unless otherwise stated in the Assignment.

Interviews

Bids, which have been fully completed for candidates meeting the mandatory qualifications, will be submitted to the State's Technical Staff for evaluation of work experience and qualifications. The Technical Scores will be merged with the Financial Scores and candidates will be ranked by their combined Overall Score. The leading candidates will be interviewed.

OCFS may conduct interviews to determine whether the proposed consultant candidates satisfy the level of expertise and skill sets stipulated in the RFP, at the hourly rate proposed for the assignment as set forth in the proposal, and that the candidates are available for the duration of the services needed.

Successful Bidders

A successful bidder who receives a contract must also agree to the additional requirements listed in Appendix A-2, **included in Part III** of this RFP.

2.3 Proposal Submittal Process

This section covers, when, where and how bidders must submit their proposals.

Proposal Submittal

Proposals must be received by OCFS no later than February 7, 2012, by 3:00pm. Late proposals will not be accepted and will be returned unopened. Submit proposals to the mailing address below. Faxes and emails will not be accepted.

When sending a paper copy only, please send one (1) complete paper copy of the proposal, including the Application Cover Page/Appendix D Agreement with original signatures, and the following if applicable, the Vendor Responsibility Questionnaire with original signature and notarization, and the Board of Directors Profile with original signature, received by OCFS by February 7, 2012, at 3:00 pm to:

**Regina Canuso
Project Manager
Early Childhood Advisory Council
NYS Office of Children and Family Services
Council on Children and Families
52 Washington Street
West Building – Suite 99
Rensselaer, New York 12144**

The **Application Checklist** (See “Part II, Required Forms”) will provide an aid in assuring that all requirements are included. Submit the Checklist behind your application cover page.

2.4 Informational Technical Assistance

Potential bidders may submit written questions to OCFS/Council on Children and Families by mail or e-mail no later than **3:00 PM on January 24, 2012**. Questions must be sent to the attention of Regina Canuso at the above mailing address or may be e-mailed, with “RFP Question” in the subject line, to ECACrfp@ccf.state.ny.us. The Council on Children and Families will send an official written response to all questions submitted in writing to all potential bidders no later than January 31, 2012. Official written responses will also be posted to the OCFS On-line Bidders List site, <https://apps.ocfs.ny.gov/obl/> on January 31, 2012.

2.5 Charities Registration – Not-for-Profit Corporations Only

Not-for-Profit corporations that submit proposals must comply with Article 7-A of the State Executive Law and the Estates, Powers and Trusts Law, Solicitation and Collection of Funds for Charitable Purposes. The Charities Registration Number or Exemption reason is recorded on the Application Cover Page. (See “Part II, Required Forms”).

2.6 Federal Requirements

OCFS will be using Federal dollars to fund all or part of this project. The Federal funding requirements are included in the Attachments section of this RFP, and will be included as Appendix A3 Federal Assurances and Certification, of any contract that results from this RFP. A copy of Appendix A3, with a completed and signed Application (See Part II, Appendix D, Cover Page for required signature) must be returned with the bidder's proposal.

2.7 Vendor Responsibility Requirements

New York State Finance Law requires that State agencies award contracts to responsible contractors including but not limited to not-for-profit and for-profit vendors. Vendor Responsibility will be determined based on the information provided by the bidder on the "Vendor Responsibility Questionnaire Form", and a review of the most recently issued independently audited annual financial reports, that must be included with each bid. OCFS will review the Questionnaire, the audited financial statements and the information provided before making an award. OCFS reserves the right to reject any proposal if in the sole discretion of OCFS, it determines the bidder is not a responsible vendor, or is not, or may not be, during the life of the contract, a stable financial entity. All proposals are subject to vendor responsibility determination before the award is made and such determination can be revisited at any point up to the final approval of the contract by OSC. (See "PART II, Required Forms").

Prior to executing a subcontract agreement the Contractor agrees to provide the information OCFS needs to determine whether a proposed Subcontractor is a responsible vendor.

Vendors are invited to file the required Vendor Responsibility Questionnaire online through the Office of the State Comptroller (OSC) New York State VendRep System or may choose to complete an OCFS Vendor Responsibility Questionnaire Form either by using the attached Not-For-Profit Questionnaire found in Part II, Required Forms, of this RFP or going to <http://www.ocfs.state.ny.us/main/forms/contracts> for the electronic version. Note: a copy of the completed form must be attached to the proposal no matter which method is used. The printed copy of the questionnaire must have either a notarized signature page or the certification page from the OSC VendRep System; all Vendor Responsibility Questionnaires must be dated within (6) months of the proposal due date.

Vendors are also encouraged to have subcontractors that are substantially involved with the project to file the required Vendor Responsibility Questionnaire on line through OSC to provide for complete information.

To enroll in and use the OSC New York State VendRep System all vendors may view the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <http://www.osc.state.ny.us/vendrep/index.htm> For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-

4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us The Not-For-Profit and For Profit Questionnaires can be found in Part II, Required Forms, of this RFP.

The Online VendRep System offers the following benefits:

- The Questionnaire is valid for all State Agencies and only needs to be completed once every six (6) months, unless there is a change in the questionnaire responses.
- Ease of completion, filing, access to and submission of the vendor responsibility questionnaire. Efficiencies are multiplied for vendors who bid and contract with the State frequently or with multiple State agencies.
- Questionnaire updates are easily filed by changing only those responses that require a change from the previously saved questionnaire.
- The stored questionnaire responses information as – address, contacts, Federal ID - eliminates the need to re-enter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery and filing.
- Questionnaire information is secure and accessible online only to authorized vendor users. State agencies can only view certified and finalized questionnaires.
- VendRep questions prompts ensure that the correct forms are completed.

Vendors opting to complete a paper questionnaire, can find the questionnaire in Part II, Required Forms, of this RFP; Vendors opting to complete the OCFS electronic version can go to the OCFS Internet Website at <http://www.ocfs.state.ny.us/main/forms/contracts/>. For-Profit bidders must complete the for-profit Vendor Responsibility Questionnaire located on the OCFS Internet Website at <http://www.ocfs.state.ny.us/main/forms/contracts> .

Please note that there are separate Vendor Responsibility Forms depending on the contractor status. The “OCFS-7050 Vendor Responsibility Form” must be used by Not-For-Profit Vendors and the “OCFS-7049 Vendor Responsibility Form” must be used by For-Profit Vendors.

2.8 Required Electronic Payments and Substitute Form W-9

The Governor’s Office of Taxpayer Accountability has issued a directive that all State Agency and Authority contracts, grants and purchase orders executed after February 28, 2010 shall require vendors, contractors and grantees to accept electronic payment (epay).

Additionally, as New York proceeds with implementing the new Statewide Financial System, the Office of the State Comptroller (OSC) is preparing a centralized vendor file. To assist OSC in this project, vendors are directed to provide a Substitute Form W-9 which includes the taxpayer identification number, business name, and business contact person. This data is critical to ensure the vendor file contains information State Agencies need to contract with and pay vendors.

Please note that the contractor payee name and address provided to OSC for the epay program must match the contractor name and address contained in the contractor’s

contract with New York State Office of Children and Family Services. If these do not match, then a check is printed and mailed to the payee. Note that limited exceptions may be granted for extenuating circumstances.

Vendors should also file a Substitute Form W-9 with their Electronic Payment Authorization Form.

More information concerning these new requirements, including forms and contacts for questions, can be found at the following links:

<http://www.osc.state.ny.us/agencies/gbull/g240.htm>

<http://www.osc.state.ny.us/epay/how.htm>

2.9 Organizational Chart

The bid must include a current Organization Chart that depicts the entire organization structure and indicates where the organization head or the Chief Administrative Officer, Contract Developers, Contract Signatories and Claim Signatories appear in relation to the Board of Directors and the organization as a whole. For-Profit organizations and unincorporated organizations must clearly indicate who is authorized to sign the agreements. This requirement does not apply to bidders who are a sole proprietors or unaffiliated consultants.

2.10 OCFS Rights

OCFS Reserves the right to:

1. Place a monetary cap on the funding made in each contract award.
2. Change any of the schedule dates stated in the RFP.
3. Request all bidders who submitted proposals to present supplemental information clarifying their proposals either in writing or by formal presentation.
4. Require that bidders demonstrate, to the satisfaction of OCFS, any feature(s) present as a part of their proposal which may include an oral presentation of their proposal, and may be considered in the evaluation of the proposal.
5. Direct all bidders who submitted proposals to prepare modifications addressing RFP amendments and/or amend any part of this RFP with notification to all bidders. These actions are without liability to any bidder or other party, for expenses incurred in the preparation of any proposals or modifications submitted in response to this RFP.
6. Make funding decisions that maximize compliance with and address the outcomes identified in this RFP.
7. Fund only one portion, or selected activities, of the selected bidder's proposal; and/or adopt all or part of the selected bidder's proposal based on Federal and State requirements.
8. Eliminate any RFP requirements unmet by all bidders, upon notice to all parties that submitted proposals.
9. Waive procedural technicalities, or modify minor irregularities, in proposals received, after notification to the bidder involved.

10. Correct any arithmetic errors in any proposal, or make typographical corrections to proposals, with the concurrence of the bidder.
11. Negotiate with the selected bidder(s) prior to contract award.
12. Award contract to the next highest bidder, if contract negotiations with the selected bidder(s) cannot be accomplished within an acceptable time frame. No bidder will have any rights against OCFS arising from such actions.
13. Award contract to more than one bidder, or to other than the lowest bidder.
14. Require that all proposals be held valid for a minimum of 180 days from the closing date for receipt of proposals, unless otherwise expressly provided for in writing.
15. Fund any or all of the proposals received in response to this RFP. However, issuance of this RFP does not commit OCFS to fund any proposals. OCFS can reject any proposals submitted and reserves the right to withdraw or postpone this RFP, without notice, and without liability, to any bidder, or other party, for expenses incurred in the preparation of any proposals submitted in response to this RFP, and may exercise these rights at any time.
16. Use the proposal submitted in response to this RFP as part of an approved contract. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract.
17. Make additional awards based on the remaining proposals submitted in response to this RFP and/or to provide additional funding to awardees if additional funds become available.
18. Make inquiries of third parties, including but not limited to bidders references, with regard to the applicants' experience, or other matters deemed relevant to the proposal by OCFS. By submitting a proposal in response to this RFP the applicant gives its consent to any inquiry made by OCFS.
19. Require contractors to participate in a formal evaluation of the program to be developed by OCFS. Contractors may be required to collect data for these purposes. The evaluation design will maintain confidentiality of participants and recognize practical constraints of collecting this kind of information.
20. Consider Statewide distribution and regional distribution within New York City, including borough distribution methodology, in evaluating proposals (if applicable).
21. Suspend the Prompt Contracting time frames set forth in Article XI-B of the State Finance Law at the sole discretion of OCFS, for up to four and one-half months, to accommodate the intricacies of contract development and finalization. Bidders are hereby advised that if they are selected for award, they will receive further written notice, setting forth the specifics and period of suspension anticipated. Prompt Contracting time frames may also be suspended for more than four and one-half months where significant and substantive differences between OCFS and the successful bidder, or when the successful bidder fails to negotiate in good faith.

2.11 Consultant Disclosure Requirements

Chapter 10 of the Laws of 2006 requires collection and reporting of consulting services contracts by New York State vendors and State Agencies during the April 1 through March 31 State Fiscal Year. The Law took effect June 19, 2006.

- Initial Report Requirements
State Contractors are required to disclose by employment category, the number of persons projected to be employed who will provide services under a contract for

consulting services, the number of hours that they will work, and the amount they will be paid working under the State contract. This will include information on any persons working under any subcontracts with the State contractor.

To comply with these reporting requirements, State contractors must complete and submit Form [OCFS-4842 State Consultant Services-Contractor's Planned Employment](#) to their OCFS contract manager with applicable contract documents.

- **Annual Report Requirements**

State contractors must also report each year on the actual employment information described above, including work performed by subcontractors. The report must include employment information for the period ending March 31st of each year. To comply with the annual reporting requirement, State contractors must complete Form [OCFS-4843 State Consultant Services – Contractors Annual Employment Record](#). The form must be submitted by April 30th of each year to the following offices:

Bureau of Contract Management
New York State Office of Children and Family Services
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Alfred E. Smith Office Building
Counsel's Office, 8th Floor
80 South Swan Street
Albany, New York 12239

To obtain either form OCFS-4842 or OCFS-4843, you can click on the above-noted direct links individually, or you can visit the OCFS Internet, Contracts and Grants Forms Page, at the following website address: <http://www.ocfs.state.ny.us/main/forms/contracts/>

Pursuant to Chapter 10 of the Laws of 2006, New York State Office of Children and Family Services (OCFS) must require all contractors, including sub-contractors, to submit an annual report. As a result of these changes in law, State contractors are required to disclose, by employment category; the number of persons employed to provide services under a contract for consulting services, the number of hours worked, and the amount paid to the contractor by the State as compensation for work performed by these employees. Be reminded that this includes information on any persons working under a subcontract with the State contractor. The Office of the State Comptroller (OSC) has a prescribed format for reporting. The information can be reported on Form [OCFS-4842 State Consultant Services-Contractor's Planned Employment](#).

2.12 New York State Sales and Compensating Use Taxes

Tax Law Section 5-a, which was added to the Tax Law under Part N of Chapter 60 of the Laws of 2004, imposes upon certain contractors the obligation to certify whether or not the contractor and its affiliates are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits the New York State Comptroller, or other approving agency, from approving a contract awarded to an Offeror meeting the registration requirements but who is not so registered in accordance with the law.

Pursuant to Tax Law Section 5-a, the contractor, upon award, will be required to complete and sign, under penalty of perjury, the Contractor Certification Form [ST-220-TD](#) and [ST-220-CA](#). The contractor must also submit a copy of the Certificate of Authority, if available, for itself and any affiliates required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the contractor, affiliate, subcontractor or affiliate of subcontractor must represent that it is registered and that it has confirmed such status with DTF.

The above-noted ST-220-TD and ST-220-CA forms, and additional information regarding NYS Sales and Compensating Use Taxes can be found at the following websites:

Publication 223

http://www.tax.state.ny.us/pdf/publications/sales/pub223_507.pdf

ST-220-CA

http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

ST-220-TD

http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf

www.nystax.gov

SECTION Three....APPLICATION INSTRUCTION REQUIREMENTS

This section describes the forms and documentation required for writing a proposal and provides instructions for completing each form.

Proposals must address the project requirements of this procurement. Potential bidders must submit a complete proposal for the project. Proposals may not change or rearrange the focus and content of the project, and the project title contained in the proposal must match the title provided in the project narrative.

All applicants must submit the following forms and required Narrative Information in the order listed. See Separate Document: “PART II: Required Forms” [to view all blank forms included in this RFP.](#)

3.1 Applicant Checklist:

The Checklist identifies the required items in your proposal. Indicate the page number where each item can be found in your submittal. This provides a check for you to assure that all required items are included, and will assist the reviewers as they assess your proposal.

3.2 Application Cover Page/Appendix D Agreement:

You must complete and sign the Agreement section of the Appendix D Proposal Cover Page. Be sure to complete all sections of the form. The agency name must be the legally incorporated name or the business name you are registered under for doing business in New York State.

3.3 Program Plan/Narrative Instructions/Outcomes/Performance Targets:

Please provide a narrative consistent with the Technical criteria requirements in Section 2.2.

3.4 Proposed Budget Summary including allowable and non-allowable costs

Funds under this program are based on the Availability and Use of ARRA funds (See Part III, Attachments, Appendix ARRA, Section B4). The one exception is that administrative cost may not be higher than 10% of the OCFS Funds requested. Provide a budget with justification to identify the costs associated with providing these services. OCFS will not pay for costs incurred in the submission of a proposal. The proposal must be sealed separately.

3.5 Bidder Identification Form

Complete the requested organizational information. The information provided will be used to update the OCFS On-Line Bidders' List.

3.6 Non-Discrimination/Non-Sectarian Compliance Form

Complete the information about the bidder's corporate purpose, and how the bidder will serve a diverse client population.

3.7 Board of Directors Profile – (Not-for-Profit Corporations Only)

List all Board members, their addresses, position on the Board, and current occupation.

3.8 Affirmative Action Forms – Minority and/or Women Owned Business Enterprises (MWBE) Subcontracting

OCFS-4630 - Subcontractors and Suppliers Letter of Intent to Participate Form

It is expected that all Contractors make a good-faith effort to utilize Minority and/or Women Owned Businesses (M/WBEs) when there is an opportunity to subcontract or purchase supplies to carry out a contract with the New York State Office of Children and Family Services. This form is to be completed by the proposed M/WBE Subcontractor/Supplier. It is to be submitted with proposal/bid attached to the Subcontractor's Utilization Form for each certified Minority or Women-Owned Business Enterprise the Bidder proposes to utilize as subcontractors, service providers or suppliers. If the MBE or WBE proposed for a portion of this proposal/contract is a part of a joint venture or other temporarily-formed business arrangement, the name and address of the joint venture or the temporarily formed business entity should be indicated. If the subcontractors are unknown at the time of the proposal, enter Prime contractor information and write "unknown" in the "subcontractor/supplier" section.

OCFS-4631 - Subcontracting Utilization Form

This form is to be completed by the Bidder and submitted as part of their proposal for the purpose of identifying projected M/WBE utilization. It must also be completed by the Contractor at the end of each contract year, to report actual M/WBE participation goals achieved. At the end of each contract year, the Contractor submits this form to the Contract Manager. The Contract Manager sends a copy to Equal Opportunity and Diversity Development (EODD).

OCFS-4629 - Project Staffing Plan Form

This form should be completed by the Bidder and submitted as part of their proposal. An updated staffing plan should be resubmitted by the Contractor should vacancies or hires occur.

3.9 Vendor Responsibility Questionnaire Instructions

It is important that every Vendor Responsibility Questionnaire question is responded to in a complete manner. There are questions that require written explanation; responses must be thorough, complete and current. The owner or officer of the bidding organization must complete the attestation at the end of the questionnaire, and the signature must be notarized; if using the OSC VendRep System, the certification page from the VendRep System must be included. **Note:** All Vendor Responsibility Questionnaires must be dated within six (6) months of the proposal due date. If the

bidder is successful, any subcontractors under that proposed contract must also complete a Vendor Responsibility Questionnaire. Please note that any subcontract where the services are a material factor in the award must have the subcontractor complete a Vendor Responsibility Questionnaire at the proposal stage. Refer to Section 2.7 for information about general Vendor Responsibility Questionnaire Requirements and the automated New York State Office of the State Comptroller VendRep System.

3.10 Federal Requirements (If Federally Funded)

OCFS will be using Federal dollars to fund all or part of this project. The Federal funding requirements are included in the Attachments section of this RFP, and will be included as Appendix A3 Federal Assurances and Certification, of any contract that results from this RFP. A copy of Appendix A3, with a completed and signed Application (See Part II, Appendix D, Cover Page for required signature) must be returned with the bidder's proposal.

3.11 Contract Developer, Contract Signatory, and Contract Claim Signatory Authorization Form

In order to develop and sign contracts online and in a secure manner, it is necessary for the organization head or the Chief Administrative Officer to authorize and assign contract development roles and signature permissions. This is done using the "Contract Developer, Contract Signatory and Contract Claim Signatory Authorization Form". This form must be completed and included with every proposal submission, even if the organization or the individuals designated as Contract Developer, Contract Signatory and Contract Claim Signatory already have accounts in CMS. If accounts already exist, please check the appropriate boxes on the Authorization Form. The "Contract Developer, Contract Signatory and Contract Claim Signatory Authorization Form", including instructions, can be found in Part II, Required Forms.

In addition to the Authorization Form, a current Organization Chart that indicates where the organization head or the Chief Administrative Officer and the Contract Developers, Contract Signatories and Claim Signatories appear in relation to the Board of Directors and the organization as a whole must be on file with OCFS, and should be included with every proposal submittal.

3.12 MacBride Fair Employment Principles

In accordance with section 165 of the State Finance Law, the bidder is required to submit this bid certification stating that if it or any individual or legal entity in which the bidder holds a 10 percent or greater ownership interest, or any individual or legal entity that holds a 10 percent or greater ownership in the bidder, that the bidder shall take lawful steps in good faith to conduct any business operations that it has 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 their compliance with such Principles.

3.13 Non-Collusive Bidding Certification

In accordance with section 139-D of the State Finance Law, the bidder is required to submit this bid certification stating that each person signing on behalf of the Bidder certifies, and in the case of Joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 a bid for the purpose of restricting competition.

3.14 State Consultant Services – Form A and B

Please refer to Part I, Section 2.11 for instructions and information on completing the required forms.

3.15 ST-220-TD Contractor Certification

Please refer to Part I, Section 2.12 for instructions and information on completing the required form.

Section Four.... CONTRACT POLICY INFORMATION

A copy of the standard New York State Agreement, along with required Appendices, is included in PART III of this RFP Template. [See Separate Document: "PART III: Attachments" for all attachments and appendices included in this RFP.](#)

4.1 Affirmative Action

It is the policy of OCFS to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. OCFS may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.

OCFS is in full accord with the aims and effort of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities.

Prospective Offerors to this RFP are subject to the provisions of Article 15-A of the Executive Law and regulations issued thereunder.

1. Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement to the contacting agency within the timeframe established by that agency.
3. The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid binding State contract, shall during the performance of the State contract, agree to the following:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunity without discrimination, and shall make and document its conscientious and active efforts to employ

and utilize minority group members and women in its workforce on State contracts.

- b) 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, sexual orientation or marital status.
 - c) 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, sexual orientation or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
4. Except for construction contracts, prior to an award of a State contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated workforce to be utilized on the State contract or, where required, information on the Contractor's total workforce, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency. The form of the Staffing Plan shall be supplied by the contracting agency.
 5. After an award of a State contract, the Contractor shall submit to the contracting Agency a workforce staffing plan, in a form and manner required by the agency, of the workforce actually utilized on the State contract, broken down by specified ethnic background, gender and Federal Occupational Category or other appropriate categories specified by the contracting agency.
 6. Goals for the utilization of Minority Women Owned Business Enterprises **must be set** for each contract. For purposes of this procurement, the goals for subcontracting and purchasing with Minority and Women Owned businesses are 0% - 5%. Should a Contractor have the ability to subcontract or need to purchase supplies services, or commodities, every effort should be made to subcontract with the purchase from NYS certified Minority and Women-Owned Business Enterprises. It is expected that awardees submit quarterly utilization reports to OCFS to track such expenditures.

In order to assist Contractors with this, the directory of certified businesses, prepared by the Division of Minority and Women's Business Development within the NYS Empire State Development, for use by contractors in complying with the provisions of Executive Law, Article 15-A, and the regulations required pursuant to said Law, will be provided for inspection at OCFS' Office of Minority Program Development.

In order to assist prospective Contractors (Offerors) in their attempts to demonstrate effective affirmative action efforts, OCFS suggests Offerors consider any or all of the following steps while developing their responses to this RFP:

1. Contact all known M/WBEs that may appropriately serve as a subcontractor(s) or a vendor(s) under the contract.
2. Keep a "contact" list of M/WBEs contacted for this particular RFP along with the name of your contact and the result of the contact(s).
3. Use the M/WBEs contacted as a possible resource for additional contacts.

In the event your firm did not obtain the desired results from steps 1-3 above, OCFS suggests that prospective Offerors consider these additional steps (and keep a contact record of the same):

4. Contact area Minority Business Associations, Contractors Associations, Purchase Councils or Professional Organizations serving the area in which the contract will be performed.
5. Contact the NYS Empire State Development, Division of Minority and Women Business Development at (518) 292-5250 or (212) 803-2414 for assistance.
6. Contact OCFS' Office of Equal Opportunity and Diversity Development at (518) 474-3715 in Rensselaer, New York.
7. Contact area community-based organizations that serve the minority community and local elected, appointed, religious or other acknowledged leaders who also may serve as resources.

The above-noted provisions are set forth to aid prospective Offerors who may require assistance in their attempt to comply with OCFS affirmative action initiatives. However, prospective Offerors are at liberty to propose a course of action of their own that is reasonable and accomplishes the aim of the aforementioned provisions.

4.2 Omnibus Procurement Act

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 on the internet at www.empire.state.ny.us For additional information and assistance, contact:

New York State Empire State Development
Procurement Assistance Unit
30 South Pearl Street
Albany, New York 12245
Phone: (518) 292-5250, Fax: (518) 292-5803

OR

633 Third Avenue
New York, New York 10017

Phone: (212) 803-2414, Fax: (212) 803-2459

A directory of minority and women-owned business enterprises is available on the internet at www.empire.state.ny.us. For additional information and assistance, contact either of the above listed offices.

The Omnibus Procurement Act of 1992 requires that by signing a bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:

1. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.
2. Document their efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors by showing that they have:
 - Solicited bids, in a timely and adequate manner, from New York State Empire State Development business enterprises including certified minority/ women-owned businesses, or
 - Contacted the New York State Empire State Development to obtain listings of New York State business enterprises and MWBEs, or
 - Placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or
 - Participated in bidder outreach conferences.
 - If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.
 - If the contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such.
3. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-961), as amended.
4. The contractor will be required to notify New York State residents of employment opportunities through listing any such positions with Community Services Division of the New York State Department of Labor, providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The agency agrees to document these efforts and to provide said documentation to OCFS upon request.
5. Bidders located in a foreign country are notified that the State may assign or otherwise transfer offset credits to third parties located in New York State, and the bidders shall be obligated to cooperate with the State in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the State to be necessary or desirable to effectuate such assignment or transfer, and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.
6. Bidders are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principle place of business is located in a discriminatory jurisdiction. "Discriminatory jurisdiction" is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business

enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdiction is maintained by the Commissioner of the New York State Empire State Development.

4.3 Procedure for Handling of Protests/Appeals of Bid Requirements and Proposed Awards

(OCFS) Procedure for Handling of Protests/Appeals of Bid Requirements and Proposed Awards

Section 1: Applicability

Section 2: Definitions

Section 3: Informal Complaints or Protests

Section 4: Formal Protest Procedure

Section 5: Appeal of Formal Protest Decision

Section 1: Applicability

The intent and purpose of these guidelines is to set forth the procedure to be utilized when an interested party challenges a contract award by OCFS. These guidelines shall apply to all contract awards by OCFS.

Section 2: Definitions

1. "Interested party" means a participant in the procurement process and those whose participation in the procurement process has been foreclosed by OCFS.
2. "Contract award" is a written determination from OCFS to an offeror indicating that OCFS has accepted the offeror's bid or offer.
3. "Protest" shall mean a written challenge to a contract award by OCFS.
4. "Procurement" shall mean any method used to solicit or establish a contract. (i.e. invitation for bid, request for proposal, single/sole source, etc.)
5. "Protesting party" is the party who is filing a protest to the bid, contract award, or other aspect of a procurement.

Section 3: Informal Complaints or Protests

In order to reduce the administrative burden and to be responsive to interested parties, other than as provided below, OCFS staff will be receptive to and attempt to resolve issues, inquiries, questions and complaints on an informal basis, whenever possible. Information provided informally by any interested party will be fully reviewed by the OCFS Program Division responsible for the Procurement. Matters that are identified by the interested party as containing, or that OCFS perceives to contain, potentially confidential or trade secret information, may be shared internally within OCFS as necessary. OCFS staff will document the subject matter and results of any informal complaints and inquiries. OCFS' response to the informal complaint or inquiry will indicate the existence of a formal protest policy available to the interested party should the informal process fail to resolve the matter.

Final OCFS determinations or recommendations for award may be reconsidered only in the context of a formal written protest.

Section 4: Formal Protest Procedure

Any interested party who believes that there are errors or omissions in the procurement process, who believes they have been aggrieved in the drafting or issuance of a bid solicitation or who believe they have been treated unfairly in the application, evaluation, bid award, or contract award phases of the procurement, may present a formal protest to OCFS and request administrative relief concerning such action.

A. Submission of Bid or Award Protests

1. Deadline for Submission

- a. Concerning Alleged Errors, Omissions or Prejudice in the Bid Specifications or Documents: Formal protests which concern alleged errors in the drafting of bid specifications must be received by OCFS at least ten (10) calendar days before the date set in the solicitation for receipt of bids.
- b. Concerning Proposed Contract Award: Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party knows or should have known of the facts which form the basis of the protest. Formal protests will not be accepted by OCFS concerning a contract award after the contract between OCFS and the offeror who received the contract award has been approved by the Office of the State Comptroller.

B. Review and Final Determination

1. Formal protests must be filed with the OCFS Associate Deputy Commissioner of Administration. Any protests filed with the OCFS Program Division responsible for the procurement will be advanced to the Associate Deputy Commissioner of Administration. Copies of all protests will be provided by the Associate Deputy Commissioner of Administration to the OCFS Division of Legal Affairs and other necessary parties within OCFS, as determined by the Associate Deputy Commissioner of Administration.
2. Formal protests shall be resolved through written correspondence; however, either the protesting party or OCFS may request a meeting to discuss a formal protest. Where further formal resolution is required, the Program Division responsible for the procurement may designate a State employee not involved in the procurement action ("designee") to determine and undertake the initial resolution or settlement of any protest.
3. The OCFS Program Division responsible for the procurement will conduct a review of the records involved in the protest, and provide a memorandum to the Associate Deputy Commissioner of Administration or the Associate Deputy Commissioner's designee summarizing the facts, an analysis of the substance of the protest, and a preliminary recommendation including: (a) an evaluation of the findings and recommendations, (b) the materials presented by the protesting party and/or any

materials required of or submitted by other bidders, (c) the results of any consultation with the OCFS Division of Legal Affairs, and (d) a draft response to the protest.

4. A copy of the final protest decision, stating the reason(s) upon which it is based and informing the protesting party of the right to appeal an unfavorable decision to the OCFS Executive Deputy Commissioner shall be sent to the protesting party or its agent within thirty (30) business days of receipt of the protest, except that upon notice to the protesting party such period may be extended. The final protest determination will be recorded and included in the procurement record, or otherwise forwarded to the Office of the State Comptroller (OSC).

C. Appeals

1. The final protest determination shall be deemed a final and conclusive agency determination unless a written notice of appeal is received by the OCFS Executive Deputy Commissioner no more than fifteen (15) business days after the date the final protest decision is sent to the protesting party.
2. The Executive Deputy Commissioner or his or her designee shall hear and make a final determination on all appeals.
3. An appeal may not introduce new facts unless responding to facts or issues unknown to the protesting party prior to the final protest determination.

D. Reservation of Rights and Responsibilities of OCFS

1. OCFS reserves the right to waive or extend the time requirements for protest submissions, decisions and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State.
2. If OCFS determines that there are compelling circumstances, including the need to proceed immediately with contract award and development of final contracts in the best interests of the State, then these protest procedures may be suspended and such determination shall be documented in the procurement record.
3. OCFS will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action, including solicitation of bids, or withdraw the recommendation of contract award prior to issuance of a formal protest decision.
4. OCFS will continue procurement and contract award activity prior to the final protest determination. The receipt of a formal bid protest will not stop action on the procurement and award of the contract(s) or on development of final contracts.
 - a. The procurement record and awarded contract(s) will be forwarded to OSC, and a notice of the receipt of a protest and any appeal will be included in the procurement record. If a final protest determination, or a final decision on an appeal, has been reached prior to transmittal of the procurement record and the

contract(s) to OSC, a copy of the final determination or decision will be included in the procurement record and with the contract(s).

- b. If a final protest determination is made after the transmittal of the procurement record and contract(s) to OSC, but prior to OSC approval, a copy of the final OCFS determination will be forwarded to OSC when issued, along with a letter either: a) confirming the original OCFS recommendation for award(s); b) modifying the proposed award recommendation; or c) withdrawing the original award recommendation.
5. All records related to formal protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records concerning the procurement shall be retained according to the applicable requirements for records retention.

Section 5: Appeal of Formal Protest Decision

If the protesting party is still not satisfied with the result of its protest after conclusion of the appeal to the OCFS Executive Deputy Commissioner, the protesting party may file an appeal with OSC. The protest to the OSC Bureau of Contracts must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by OCFS. Such appeal must be filed with the Director of the Bureau of Contracts at the Office of the State Comptroller, 110 State Street, 11th Floor, Albany, NY 12236.

For more information see OSC Bulletin G-232

http://www.osc.state.ny.us/agencies/gbull/g_232.htm



New York State
Office of Children and Family Services



Andrew M. Cuomo
Governor

Gladys Carrión, Esq.
Commissioner

Early Childhood Advisory Council

Request for Proposals

PART II
REQUIRED FORMS

PART II – REQUIRED FORMS

FORM TITLE

- Application Checklist
- Application Cover Page/Appendix D Agreement
- Budget Summary and Instructions
- Bidder Identification Form
- Non-Discrimination / Non-Sectarian Compliance Form
- Board of Directors Profile Form
- Affirmative Action/M/WBE Forms:
 - Subcontracting Utilization Form
 - Subcontractors and Suppliers Letter of Intent to Participate Form
 - Staffing Plan Form
- Vendor Responsibility Questionnaires
- Contract Developer, Contract Signatory, and Contract Claim Signatory Authorization Form and Instructions
- MacBride Fair Employment Principles
- Non-Collusive Bidding Certification Required by Section 139D of the State Finance Law
- State Consultant Services – Form A and B
- ST-220-TD Contractor Certification

Application Checklist

All applicants must complete the checklist presented below and submit the following forms and required Narrative Information in the order listed in the checklist.

1. **This checklist:**
Outlines the required items of your proposal. This provides a check for you to assure that all required items are included, and will assist the reviewers as they access your proposal.
2. **Application Cover Page/Appendix D Agreement:**
Self-explanatory (see next page)
3. **Program Plan:**
Provides a Technical Narrative consistent with Part I, Section 2.2.
4. **Budget**
See "Budget Summary and Instructions" for details. (Include the following items)
 - _____ Appendix B Budget
 - _____ Appendix B Budget Summary
5. **Required Forms:**
 - _____ Bidder's Identification Form
 - _____ Non-Discrimination/Non-Sectarian Compliance Form
 - _____ Board of Directors Profile Form
 - _____ Affirmative Action – M/WBE Forms
 - _____ Vendor Responsibility Questionnaire
 - _____ Organizational Chart
 - _____ CMS Authorization Form
 - _____ MacBride Fair Employment Principles
 - _____ Non-Collusive Bidding Certification
 - _____ State Consultant Services
 - _____ ST-220-TD Certification
6. **Appendices:** (Include any pages required under this RFP)
 - _____ Incorporation Papers (original and amendments)
 - _____ Appendix A-3, Federal Assurances & Certifications (if federally funded) –
See Part III, Attachment #4

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

Appendix D
APPLICATION COVER PAGE – AGREEMENT

I. Incorporated Agency Name:					
II. Project Title:					
III. New York State Vendor ID:					
IV. Amount of OCFS Funds Requested:					
V. Proposed Dates of Project:					
VI. Address: <i>(Include Street, City, State, Zip Code)</i>		Mailing	Payment	Site	Agency Record
VII. Federal Tax Identification Number or Municipality Code:					
VIII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No		DUNS Number:	
IX. Is the Business Entity a: a) For Profit entity; <u>and</u> b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, please specify the type of entity:		<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
X. Is the Business Entity a: a) Not-For-Profit entity; <u>and</u> b) A Minority Community-Based Organization (MCBO)		<input type="checkbox"/> Yes <input type="checkbox"/> No			
XI. Charities Registration Number: (If exempt, enter reason for exemption)					
XII. Has the Business Entity Filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
XIII. Congressional/Legislative District Information: (If Known)					
Federal Congressional District(s):					
State Assembly District(s):					
State Senate District(s):					

XIV. County:					
Contact person(s):					
Key Contacts	Name	Address	Telephone & E-Mail Address**	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board chairperson					
Chief Administrative Officer ^①					
Contract Contact					
Chief Fiscal Officer					

****An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.**

XV. It is understood and agreed to by the applicant that **(1)** The responses to this RFP are true, accurate and complete, including all attachments. **(2)** Funds granted for this project will be used only for the conduct of the project as approved. **(3)** The grant may be terminated in whole, or in part, by the Commissioner of the New York State Office of Children and Family Services. Such determination shall not affect obligations incurred under the grant prior to effective date of such termination. **(4)** When funds are advanced, any unexpended balance at the end of the approval period will be returned. **(5)** Any significant revision of the approved project proposal will be requested in writing by the grantee prior to enactment of the change. **(6)** Progress reports will be submitted within thirty days after the project terminates. Necessary records and accounts, including financial and property control, will be maintained and made available to the New York State Office of Children and Family Services. **(7)** All personal information concerning individuals served or studied under the project is confidential and such information may not be disclosed to unauthorized persons. **(8)** The New York State Office of Children and Family Services reserves a royalty-free non-exclusive license to use and authorize others to use all copyrighted material resulting from this project. **(9)** Some selected contractors may be asked to participate in a performance-based contract reimbursement plan. **(10)** Most applicants will be subject to the State's Prompt Contracting Law.

Signature of Authorized Official: X

Typed Name and Title: _____

Date: _____

^① The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, e.g. Executive Director, County Executive, or Agency Commissioner

Appendix B Budget

A-1. Summary of Personnel Costs

Position/Title	Annual Salary	% of Time	Salary times % of Time**	Local Share	OCFS Grant Funds	Total Cost
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
			\$0			\$0
1. Personnel Total				\$0	\$0	\$0
2. Fringe Benefits Total	<i>Enter Rate:</i>					\$0
3. Total Personal Services Costs			\$0	\$0	\$0	\$0

Budget Narrative: Attach a description of the role/responsibility of each person included above. Resumes of key project staff should be included as an addendum to the Project Narrative Section.

**The figures in the column are for comparison purposes only. It may not exactly equal the Total Cost figure.

* Identify those position which are Administrative

If a position has both Administrative and Programmatic responsibilities, show the position on two lines; one for Programmatic responsibilities with associated % of time and one for Administrative responsibilities with associated % of time.

A-1. Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each position included above. Resumes of key project staff should be included as an addendum to the Project Narrative Section.

* Identify Administrative positions.

1. Title:

Enter Role/Responsibility Below

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title

Enter Role/Responsibility Below

7. Title

Enter Role/Responsibility Below

8. Title

Enter Role/Responsibility Below

9. Title

Enter Role/Responsibility Below

10. Title

Enter Role/Responsibility Below

11. Title

Enter Role/Responsibility Below

12. Title

Enter Role/Responsibility Below

13. Title

Enter Role/Responsibility Below

14. Title

Enter Role/Responsibility Below

15. Title

Enter Role/Responsibility Below

16. Title

Enter Role/Responsibility Below

17. Title

Enter Role/Responsibility Below

18. Title

Enter Role/Responsibility Below

19. Title

Enter Role/Responsibility Below

20. Title

Enter Role/Responsibility Below

B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Contractual/Consultant Costs	\$0	\$0	\$0

Enter Budget Narrative Below: Delineate between Administrative and Program items.

Reimbursement for travel, lodging, and mileage costs must not exceed the State rates in effect at the time the person traveled.

B5. Travel

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Travel Costs	\$0	\$0	\$0

Enter Budget Narrative Below: Delineate between Administrative and Program items.

B6. Equipment

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Equipment Costs	\$0	\$0	\$0

Enter Budget Narrative Below: Delineate between Administrative and Program items.

B7. Supply Costs

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Supply Costs	\$0	\$0	\$0

Enter Budget Narrative Below: Delineate between Administrative and Program Items.

B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Total Other Expenses	\$0	\$0	\$0

Enter Budget Narrative Below: Delineate between Administrative and Program items.

Program Name:
 Contractor Name:
 Period of Budget:
 Contract Number:

Appendix B BUDGET SUMMARY

(Rev. 5/2009)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category 1	Local Share/ Local Match (if applicable) 2	OCFS Funds 3	Total Project Cost 4
A. Personal Services			
1. Project Staff Salaries			
2. Fringe Benefits			
3. Total (Lines 1 + 2)			
B. Non-Personal Services			
4. Contractual/Consultant			
5. Travel/Per Diem			
6. Equipment			
7. Supplies			
8. Other Expenses			
9. Total (Total Lines 4 to 8)			
C. Project Total (Lines 3 + 9)			

	Local Match (if required) Use *calculation below
--	--

*Local Match Calculation = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application

** Administrative Costs: As the budget details are prepared please delineate between Administrative and Program Costs. Costs include, but are not limited to any staff, support or non-personal service items needed to facilitate the direction and administrative operation and oversight of the project.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
• Other grants supporting this project		
Amount of OCFS Funds		
Non-OCFS Funds supporting this project		
Total		\$0

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refer not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Instructions for Appendix B Budget & Narrative

Follow these instructions carefully as you complete the Budget forms. Use the following directions to briefly describe the expenses included in each budget category.

The detail requested is essential to expedite the contract process. Accuracy and completeness are critical.

Make Sure:

- The cost of items is described in the budget narrative, and for every line item of expense, include in the narrative the specific calculations for determining the total cost of each item.
- All items covered through OCFS funds must be directly related to the provision of services indicated in the proposal.
- All expenses must be incurred within the contract period.
- All shared costs are prorated.
- Reimbursement for travel, lodging, and mileage costs will not exceed the State rates then in effect.
- All amounts listed on the budget summary form reconcile with the relevant budget narrative information.
- The total of 'Requested OCFS Funds' agrees with the amount requested on the Contract Cover Page or on Appendix X (Modification Agreement) and on Appendix D (Application Cover Page).

Non-Allowable Costs:

The following items cannot be included as OCFS funded costs within the project budget:

- Major capital expenditures such as acquisition, construction or structural renovation of facilities.
- Interest costs, including costs incurred to borrow funds.
- Costs for preparation of continuation agreements and other proposal development costs.
- Costs of organized fundraising.
- Legal fees to represent agency/staff.
- Advertising costs, except for recruitment of project personnel, program outreach and recruitment of participants.
- Entertainment costs, including social activities for program and staff, unless directly associated with the project.
- Costs for dues, attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the project.
- Construction/renovation work.

Local Share Requirements: *(the following requirements are only applicable if your contract requires a local share match)*

- There is a required local share match of percent of the grant award.
- Other Federal funds cannot be used as a match.
- The local share match may be reflected in any budget category – It does not need to be in the same category as the required OCFS funds.
- The local share source can be cash or in-kind.

A. PERSONAL SERVICES:

1. Project Staff Salaries

- List only staff positions included in this project.
- List the percentage of time each staff will spend on this project
 - > Percentage of time an employee is engaged in this project (or projects) cannot exceed 100%.
- List the base (annual) salary for each staff position.
 - > The base salary should reflect the employee's actual annual salary. The annual salary should be consistent across all projects that the employee's time is charged to.
 - > Salaries charged to the project are generally calculated as a percentage of annual salary (total cost salary = annual salary x % of time to be spent on this project). In certain instances, it is allowable to use an hourly rate or per day rate. In such cases, show the complete calculation (e.g., hours X rate) under base salary.
 - > If a position has both Administrative and Programmatic responsibilities, show the position on two lines; one for Programmatic responsibilities with associated % of time and one for Administrative responsibilities with associated % of time. Identify Administrative positions in the Personal Narrative.
- List total fringe cost for all personnel.
- If the proposed project is currently operational provide information on the percentage of salary raises, if any, included in the requested budget. Justification must be provided for raises.
- If you anticipate cost of living or merit raises during the contract year, include the increases in the base annual salary charged to project, and note the effective date of the raise.
- **Budget Narrative:** Give a brief description of the program related responsibilities of each staff position supported by the grant funds.

2. Fringe

- List the fringe rate(s) and the positions to which the rate(s) apply.
- The Total Fringe Benefits chargeable to this contract should not exceed the current approved fringe rate, which can be found on the NYS Office of the State Comptroller's web-site at <http://www.osc.state.ny.us/agencies/abulls/a605.htm> . A higher rate may be considered with justification; any such justification must be included with your application.
- Provide a complete list of benefits used to calculate rate(s); (i.e., Social Security-FICA, NYS Unemployment Insurance-SUI; NYS Disability Insurance and Worker's Compensation). These can be listed on the extra lines under "Personal Services" – Be sure to clearly identify "Fringe".

B. NON-PERSONAL SERVICES:

4. Contractual/Consultant Services

- All proposed subcontract or consultant agreements must be submitted to the OCFS Program Manager and have written approval by OCFS prior to requesting reimbursement of related expenses.
- This category includes costs for institutions, individuals, or organizations external to the agency.
- Justify the need and/or purpose for the contractual/consultant services in the narrative.
- Include expenses for equipment rental/lease agreements.
- Specify the services to be provided and indicate how the cost was determined.
- Delineate between Administrative and Program items.
- Indicate whether consultant's rate includes travel and lodging.
- The OCFS share of travel expense must be based upon State guidelines; payment cannot exceed the State rates then in effect. Refer to: <http://osc.state.ny.us/agencies/travel/mileage.htm>
- If a subcontractor or consultant expense is more than \$15,000, three written bids are required. If other than the lowest bidder was selected, please provide justification.
- If the consultant/contractor is reimbursed at an hourly rate, the hourly rate and the number of hours must calculate accurately and be included in the budget narrative.

Equipment Rental

- Clearly describe item(s).
- Include model # and specifications if possible.
- Indicate term and rate of rental.
- Provide a justification for the rental of all equipment.

Vehicle Lease

- Vehicle Lease for participant travel, when such travel has been approved by OCFS, must be programmatically justified.
 - > Explain the purpose of the travel.
 - > Number of participants.
 - > Estimated miles.
 - > Frequency of travel (e.g., per day, per week).
 - > Be as clear as possible in explanation of need and cost.
 - > Show the percentage of time the vehicle will be used by the project and only include requested funds for this percentage.

5. Travel

- Includes staff travel only.
- Consultant travel should be shown under the Subcontractor/Consultant category.
- Client travel should be shown under the Other Expenses category.
- Reimbursement for travel, lodging, and mileage costs will not exceed the State rates then in effect.
- The OCFS bases travel reimbursements on the latest approved policies and rates set forth by the NYS Office of the State Comptroller (OSC).
- Approved mileage rates are updated on the OSC web page: <http://osc.state.ny.us/agencies/travel/mileage.htm>
- Travel costs include the following: air travel, train, personal auto, bus, taxi, parking fees, thruway tolls, lodging, and meals.
- Explain which staff will be traveling and the destination, purpose, and frequency of travel.
- For local/day travel and extended travel, list the following for each trip: destination, length of stay, purpose, number of travelers, mode of transportation and cost, meals and lodging costs.
- Any conferences or trainings to be attended need to be an integral and essential part of this particular program and necessary and in connection with the project to be funded.
- All out of state travel must be pre-approved by OCFS.

6. Equipment

- Equipment is defined as tangible personal property having a useful life of two (2) years or more and an acquisition value of \$5,000 or more per unit.
- Equipment may be purchased or rented whichever is more economical. Equipment rental should be shown under the "Contractual/Consultant" category.
- Cars or vans cannot be purchased: They may be leased if required for program operation. If vehicles are leased, the costs must be listed under the Contractual/Consultant section of the budget.
- Any budget requests for equipment purchase, using grant funds, must be fully explained and justified by program need. Note that equipment purchases are generally not allowed for 12-month contracts.
- Itemize any equipment to be purchased by type and cost.
 - > Explain the program function and need for all items. Be as specific as possible.
 - > Clearly describe the item and itemize the cost. If the item is to be used by more than one program, the cost must be pro-rated.
 - > Delineate between Administrative and Program Items.
- Obtain three price quotes for any single equipment item costing over \$2,500 or three written bids for any single item costing over \$5,000. If other than the low bidder is selected, a statement must be submitted indicating why that vendor was selected.

7. Supplies

- Supplies are those items consumed during the term of this contract.
- Describe items to be purchased and provide details showing how estimated costs were developed.
- List major supply items (office, program, janitorial, etc.).
 - > Justify these costs in terms of number of staff and programmatic functions, and how the request relates to service provision.
 - > Delineate between Administrative and Program items.

8. Other Expenses

- Food/refreshments are not an allowable expense for staff.
- Include items that are not applicable under any other category and that are directly related to the services to be provided.
 - > These items may include: postage, client travel utilities, telephone and communication, shipping, delivery and messenger services, insurance, reprint permissions, reproduction, photocopying and printing costs, audio-visual and print production costs, materials, development costs, advertising costs for recruiting new hires, books, journals, periodicals, computer time, library services, audio-visual services, keypunch services, facility rental, and off-site rental.
 - > Information on these costs, including how the estimates were calculated (e.g., cost per hour, cost per page, cost per square foot, etc.) should be provided in the budget narrative.
 - > Delineate between Administrative and Program items.

Printing Services

- All agencies and subcontractors must make reasonable efforts to secure the lowest responsible bidder for printing services.
- In instances where a printing job is in excess of \$5,000, documentation of three (3) telephone bids is required showing that the lowest cost source has been used. This information must be provided with the payment claim. The State strongly encourages the participation and utilization of minority and women-owned printing firms.
- Program materials printed using these funds must be pre-approved by OCFS.

Indirect Costs

- Indirect Costs are considered in the total Administrative Costs for this project.
- A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- OCFS will reimburse the federally approved rate up to a maximum of percent of the grant award.
- General administrative costs, such as accounting and legal services, and overhead costs, such as office rent and utilities, should be combined and included under "other" as an indirect cost, only if you have an approved federal indirect cost rate agreement.
- If using an indirect rate, do not include related costs, as listed in the approved indirect cost rate agreement, elsewhere in your budget.
- Some common methods of allocating indirect costs are based upon time, space, units of service or percentage of funding.

If your agency does not have an approved indirect rate as described above, you must direct charge these costs in the appropriate budget category. All costs included in the direct cost categories must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

BIDDER IDENTIFICATION FORM

firm/Provider:		Address:		City:	State:	Zip:
Employer ID Number (required):		Additional PIN:		If Outside USA:		
				Province	Country	
Authorized Person:		Title:		E-Mail Address:		
Telephone: () -	Fax: () -	Signature:			Date:	
Organization Type						
Check one answer for each question This information is required for reporting purposes and to assure equal opportunity to bid.						
1. Type of Firm:						
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture						
2. <input type="checkbox"/> For-Profit <input type="checkbox"/> Not-For-Profit Provider <input type="checkbox"/> Municipality						
3. Meets definition of "Small Business Concern" <input type="checkbox"/> Yes <input type="checkbox"/> No						
4. <input type="checkbox"/> MBE * <input type="checkbox"/> Women-Owned Business* <input type="checkbox"/> Neither						
If MBE Please check one of the following:						
<input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> American/Alaskan Indian						
* If checked, is your organization certified as a For-Profit Minority or Women-Owned Business by New York State?						
<input type="checkbox"/> Yes <input type="checkbox"/> No						

Bidders are hereby notified that if their principle place of business is located in a state that penalizes New York vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain. Bidders of construction services must be denied the award of a contract if their principle place of business is located in a state that discriminates or imposes a preference against New York State firms jurisdiction.

A current list of states which penalize New York State firms is available from the Procurement Assistance Unit, New York State Empire State Development, Albany, New York 518-292-5250.

Instructions:

A **Not for Profit Corporation** is defined as an incorporated organization chartered for other than Profit-making activities. Most such organizations are engaged in charitable, educational, or other civic or humanitarian activities although they are not restricted to such activities.

A **Small Business Concern** is defined as a business which is resident in New York State, Independently owned and operated, not dominant in its field, and employs one hundred or less persons. A Not-For-Profit organization may be considered a Small Business Concern if it meets the preceding criteria.

A **Minority Business Enterprise (MBE)** is defined as any business which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by, **United States (U.S.)** citizens or permanent resident aliens who are:

- a. Black persons having origins in any of the black African racial groups; and/or
- b. Persons of Mexican, Puerto Rican, Dominican, Cuban, other Caribbean island, Central South American origin and /or national or community identification, whether of indigenous, Hispanic, Portuguese, French, Dutch, or other descent and regardless of race; and/or
- c. Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and/or
- d. American Indian or Alaskan Native person having origins in any of the origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification; and such ownership interest is real substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Minority Community Based Organization (MCBO)** is defined as a Not-For-Profit, local human service organization that has its origins in the geographic area comprised of one or more neighborhoods that it serves. A representative MCBO is therefore keenly aware of community needs as well as local resources to meet those needs. Generally, the governing bodies and personnel of community-based organizations reflect the racial, ethnic and cultural make-up of the community being serviced. A MCBO is characterized by majority representation of American Indians, Asian Americans, Blacks and/or Hispanics in both policy formulation and decision making regarding management, service delivery and staffing reflective of the area that it serves.

A **Woman-owned Business Enterprise (WBE)** is defined as any business enterprise which is at least fifty-one percent owned by, or in the case of publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent aliens who are woman. Such ownership interest must be real, substantial and continuing. The Women-Owned Ownership must have and exercise the authority to independently control the business decisions of the entity. (To meet the definition of an MBE or WBE, a Non-Profit organization must be controlled by a Board of Directors consisting of at least fifty-one percent minority individuals or women, respectively.)

NEW YORK STATE CERTIFIED MINORITY or WOMAN OWNED BUSINESS - Limited to For-Profit organizations which have been certified by the New York State Empire State Development as meeting the criteria for a Minority or Women Owned Business. Contact the New York State Empire State Development, Division of Minority and Women's business Development at 212-803-2414 or 518-292-5250 for certification assistance.

Non-Discrimination/Non-Sectarian Compliance

Agency: _____

- | | <u>Yes</u> | <u>No</u> |
|--|--------------------------|--------------------------|
| a. According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?) | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are any of the proposed services in your project sectarian in nature? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Does the organization have as its goal the furthering of any sectarian purpose? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Are the services to be provided by sectarian staff? (e.g. Clergy) | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Are services being delivered in a building owned by a sectarian organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Are services direct educational services in connection with a school? | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Will the proposed services be provided on the basis of race, religion, color, national origin or sex? | <input type="checkbox"/> | <input type="checkbox"/> |
| h. What is the target population of the organization? | | |
| _____ | | |
| _____ | | |
| i. What will the organization do if individuals who are not part of your target population ask for services? | | |
| _____ | | |
| _____ | | |
| j. Will the organization serve, either through direct services or referrals, all who request assistance? | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.

ORGANIZATION INFORMATION

For statistical purposes, check yes or no for each of the following items as it relates to your organization. (See Instructions and Examples) **(Leave No Blanks)**

- | | | | | | |
|-------------------------|------------------------------|-----------------------------|----------------------|------------------------------|-----------------------------|
| Non-Profit Organization | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Women-Owned Business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Minority Business | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Municipality | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Small Business | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |

New York State
OFFICE OF CHILDREN AND FAMILY SERVICES

BOARD OF DIRECTORS PROFILE

Must be completed, signed by the Board Chairperson, and included in application
See Instructions on Page 2 of this form.

AGENCY NAME: _____

Name, Address, and E-Mail	Current Occupation and Current Employer	Length of Service & Position on the Board
1.		
2.		
3.		
4.		
5.		
6.		
7.		

The number of directors constituting the entire Board must not be less than five/Not-for-Profit Corp. L. s702sub (a). The Office advises a manageable number of Board Directors to assure maximum working effectiveness. Of this number, the Office recommends Board composition to include individuals with experience in, or access to, legal matters, financial management, real estate knowledge, and administrative capability and "consumer" representation.

Date

Chairperson, Board of Directors

New York State
OFFICE OF CHILDREN AND FAMILY SERVICES

**BOARD OF DIRECTORS PROFILE
Not-For-Profit Organizations**

Instructions for Board of Directors Profile Form

The Board of Directors Profile Form OCFS-4552, must be completed. This includes Name, Address, E-mail, Current Occupation and Employer, Length of Service and Position on the Board and Board Chairperson's signature and date. The outlined points noted below must be followed with regard to the Board of Directors for Not-For-Profit Organizations.

- **For the purposes of this Request for Proposal, the number of members on the Board of Directors must not be less than five (5).** OCFS has determined that a five member board is necessary to show the maturity and depth of the organization as well as the capacity of the organization and the board to properly provide services and oversee the administration of the grant. The added board members show that the organization has a broad base of community support, and enhance the ability of the board to comprehensively oversee the functions and activities of the organization. The additional board members also protect against the problem that can arise when a board member unexpectedly leaves the board, as the Not-for-Profit Corporation Law requires that a not-for-profit corporation have at least three board members. The extra board members enable the corporation to continue to function properly under the law in the interval between the departure of a board member and the appointment of a replacement. Please attach minutes and attendance lists from the organizations last three board of directors meetings.
- Be sure ALL columns are filled in for each Board Member; list both occupation and employer for each Board Member. If one or more Board Members are retired, or otherwise not employed (ex.: "Community Volunteer", or "Homemaker"), please note that status in the second column as well as their previous or current occupation. If the Board Member is self-employed, the name and nature of their business must be included.
- Where the corporation is licensed by OCFS to operate residential facilities for victims of domestic violence, no board member (including non-voting, ex-officio members) of the corporation may be a paid employee of the applicant organization. This provision is non-waivable, and applies even if the contract in question is for an activity other than the operation of a residential facility for victims of domestic violence. If the Board of Directors Profile submitted lists a paid employee as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile.
- Only the chief executive officer (CEO) of a voluntary child-caring agency may serve as a non-voting member of the Board; other paid employees are subject to the same prohibition. No paid employee of a corporation requiring OCFS approval to incorporate may sit on the agency's Board, unless the individual is the CEO of a voluntary child-caring agency. There is no waiver available for this scenario. If the Board of Directors Profile for a voluntary child-caring agency submitted lists a paid employee other than the CEO as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile.
- Board members must avoid transactions involving the applicant organization in which they personally benefit or which create the appearance that they could personally benefit. Board members who are employed by government organizations must avoid situations in which they could use their official position or capacity for the benefit of the applicant organization or which create the appearance that they could use their official position or capacity for the benefit of the applicant organization. As such, social services district or other county employees, membership on a corporation's Board of Directors will be examined. OCFS will determine whether a conflict of interest or appearance of impropriety exists, and how, if at all, it can be rectified such that the individual can remain on the Board of Directors.
- For any board member employed by the local social services district or other county government agency whose Board of Directors services presents a potential conflict of interest or appearance of impropriety, a letter must be submitted with this application from the County Ethics Board, County Attorney or other appropriate local entity, stating that their service on the board does not constitute a conflict or otherwise violate applicable ethics provisions. OCFS will review the information submitted and advise the applicant organization accordingly. OCFS may request additional information in instances in which the potential for a conflict of interest or appearance of impropriety arises.
- You can attach a board listing, using a different form, as long as you use the OCFS form as your first page, entering "See Attached List": under number 1, and entering your agency name, date, and Board Chairperson's signature on the OCFS form.
- If you attach a board listing, using a different form, make sure all the required information on the OCFS form is conveyed on the attached form.

New York State
Office of Children and Family Services

**M/WBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE FORM**

Prime Contractor Information	
Contractor Name: (Prime Contractor Business Name)	Address:
Proposal/Contract Number:	Federal ID Number:
Contract Scope of Work: (Enter services, supplies, commodities to be provided or purchased)	

M/WBE Subcontractor/Supplier Information	
M/WBE Name: (Subcontractor Business Name)	Contact Person:
	Federal ID Number (If Applicable)
Address:	Telephone () -
Designation (Check any that Apply) <input type="checkbox"/> MBE – Subcontractor <input type="checkbox"/> MBE – Supplier <input type="checkbox"/> WBE – Subcontractor <input type="checkbox"/> WBE – Supplier Are you a NYS M/WBE Certified by the NYS Empire State Development Corp? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Joint Venture Section (Complete ONLY if you are in a Joint Venture)	
Name:	Federal ID Number:
Address:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

Work/Services to be Provided by M/WBE Subcontractor/Supplier

Please specify in detail below, the particular items of work or services to be performed, and the materials or supplies to be purchased, including the cost for each, and the expected Contract start and completion dates for such work.

- Work/services to be performed:

Cost:

- Materials/Supplies to be purchased:

Cost:

- Date Supplies Ordered:
- Date Supplies Delivered:
- Date Proposal/Contract to Start:
- Date Proposal/Contract to Complete:

M/WBE Subcontractor/Supplier "Agreement/Signature" Section

This is to certify that the undersigned will enter into a formal agreement with the Prime Contractor to provide the work/services, at the cost and start/completion dates stated in the above "**Work/Services To Be Provided**" Section. The undersigned will enter into a formal agreement for the above work with the Contractor, ONLY upon the Contractor's execution of a contract with the OCFS. The above work will not be further subcontracted without the express written permission of the Contractor, and notification to OCFS.

Signature of M/WBE Subcontractor/Supplier

Date

Printed/Typed Name of M/WBE Subcontractor/Supplier

New York State
Office of Children and Family Services
SUBCONTRACTING UTILIZATION FORM

To Be Completed by Contractor				
Contractor Name:			Contact Person:	
Address:			Telephone: () -	
Project Name/RFP Title:			Contract Amount:	
Project Location:				
Description of Goods/Services/Supplies to be Provided:				
Subcontracting/Purchasing with Majority Vendors: (Enter anticipated total % of dollar amount to be spent with majority vendors (non-minority))				
Participation Goals Anticipated: (Enter anticipated total % of dollar amount to be spent with identified MBEs and/or WBEs at the start of the Contract)				
Participation Goals Achieved: (Enter Actual total % of dollar amount spent with identified MBEs and/or WBEs at the close of the Contract)				
List of Subcontractors/Suppliers:				
Firm Name and Address	Description of Services/Supplies	Amount	Date of Subcontract	Identify Whether MBE or WBE and if NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
Contractors Agreement:				
My firm proposes to use the M/WBEs listed above.				
_____		_____		_____
(Signature of Contractor)		(Printed Name)		(Date)
To be Completed by OCFS Contract Manager				
OCFS Contract Manager:			Telephone: () -	
Contract Number:			Contract Amount:	
Date of Bid: (date RFP submitted)	Date Let: (date RFP awarded contract)	Completion Date (Contract end date)		

FOR EODD USE ONLY		
Reviewed By: _____	Date: _____	M/WBE Firms: <input type="checkbox"/> Certified <input type="checkbox"/> Not Certified

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROJECT STAFFING PLAN FORM

DATE: / /

Company/Grantee Information	
Company/Agency Name:	Contact Person:
Address:	Telephone:
Is Agency Not-For-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal ID#/NYS Payee ID# Contract #:
Prime Contract <input type="checkbox"/> Sub-Contract <input type="checkbox"/>	
Reporting Period: From: To: 	OCFS Program Area:
Staffing Plan Information	

NOTE: Determination of ethnicity of staff can be made by observation – Use your professional judgment in terms of where staff fall into the below listed categories

TITLE CATEGORY	TOTAL WORK FORCE		BLACK		HISPANIC		ASIAN/PACIFIC ISLANDER		ALASKAN/NATIVE AMERICAN		WHITE (NOT OF HISPANIC ORIGIN)		DISABLED		VIETNAM ERA VETERAN	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials/Administrators																
Professionals																
Technicians																
Para-Professionals																
Administrative Support (Clerical)																
Skilled Craftworkers																
Service Maintenance																
TOTAL																
Total By Percentage	N/A	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

BUSINESS ENTITY INFORMATION				
LEGAL BUSINESS NAME:		EMPLOYER IDENTIFICATION NUMBER(EIN):		
ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		TELEPHONE NUMBER:		FAX NUMBER:
E-MAIL:		WEBSITE:		
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE				
NAME:		TELEPHONE NUMBER:		FAX NUMBER:
TITLE:		E-MAIL:		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable).				
TYPE	NAME	EIN	STATE OR COUNTY	STATUS
I. BUSINESS CHARACTERISTICS				
1.0 <input type="checkbox"/> Business Entity Type – Please check appropriate box and provide additional information:				
a) <input type="checkbox"/> Corporation (including PC)		Date of Incorporation:		
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)		Date Organized:		
c) <input type="checkbox"/> Limited Liability Partnership		Date of Registration:		
d) <input type="checkbox"/> Limited Partnership		Date Established:		
e) <input type="checkbox"/> General Partnership		Date Established:	County (if formed in NYS):	
f) <input type="checkbox"/> Sole Proprietor		How many years in business?		
g) <input type="checkbox"/> Other		Date Established:		
If Other, explain:				
1.1 Was the Business Entity formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/>
If “No” indicate jurisdiction where Business Entity was formed:				
<input type="checkbox"/> United States		State		
<input type="checkbox"/> Other		Country		
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select “Not Required” if the Business Entity is a sole Proprietor or General Partnership.</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not
If “No”, explain why the business Entity is not required to be registered in New York State.				
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No”, explain and provide detail, such as “not required”, “application in process”, or other reasons for not being registered.				
1.4 Is the Business Entity a Joint Venture? Note: if the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint				<input type="checkbox"/> Yes <input type="checkbox"/> No

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

I. BUSINESS CHARACTERISTICS			
1.5 Does the Business Entity have an active Charities Registration Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: If Exempt/Explain: If an application is pending, enter date of application: Attach a copy of the application			
1.6 Does the Business Entity have a DUNS Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number:			
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If "No" does the Business Entity maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office:			
1.8 Is the Business Entity's principal place of business/Executive Office?			
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if "rented") <input type="checkbox"/> Other Provide explanation (if "Other")			
Is space shared with another Business Entity?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity:			
Address:			
City:	State:	Zip Code:	Country:
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.			
NAME:		TITLE:	
NAME:		TITLE:	
NAME:		TITLE:	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.			
NAME:		TITLE:	
NAME:		TITLE:	
NAME:		TITLE:	
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS			
2.0 Does the Business Entity have any Affiliates?: Attach additional pages if necessary. (If no proceed to Section III)			<input type="checkbox"/> Yes <input type="checkbox"/> No
AFFILIATE NAME:	AFFILIATE EIN (if available):	AFFILIATES PRIMARY BUSINESS ACTIVITY:	
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):			
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?			<input type="checkbox"/> Yes <input type="checkbox"/> No
INDIVIDUAL'S NAME:		POSITION/TITLE WITH AFFILIATE:	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes" complete the attached "Contract History List" at the end of this form.	<input type="checkbox"/> Yes <input type="checkbox"/> No
IV. INTEGRITY – CONTRACT BIDDING Within the past five(5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
V. INTEGRITY – CONTRACT AWARD Within the past five(5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VI. CERTIFICATIONS/LICENSES	
6.0 Within the past five (5) years, has the business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VII. LEGAL PROCEEDINGS Within the past five(5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

VII. LEGAL PROCEEDINGS Within the past five (5) years, has the Business Entity or any Affiliate	
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 entered into 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 environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY <i>Note: If the Business Entity is a Joint Venture Entity, answer "N/A-Not Applicable" to questions 8.0 thru 8.4.</i> Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the Government Entity involved, relevant dates, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name(s), the amount of the lien(s) claim(s), or judgment(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, and the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of Tax, the Liability year(s), the Tax Liability amount the Business Entity failed to file/pay and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If yes, respond to a. and b. below:	<input type="checkbox"/> Yes <input type="checkbox"/> No
a. If "Yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" is answered to #9.6 a. and/or #9.6 b. above, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes No

Indicate the question number(s) and explain the basis for the claim.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

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 in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and 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 and/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:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the items contained in the Questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this Questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award an/or approval of a contract, or during the term of the contract.

NAME OF BUSINESS/CONTRACTOR:		
(Legally Incorporated Name)		
(Signature)	(Title)	(Date)
NOTARIZATION:		
STATE OF NEW YORK		
COUNTY OF () SS.:		
On this _____ day of _____, 20____, before me personally came _____ to me known, who being sworn did depose and say that he/she resides in _____; that he/she is the _____ of _____ Corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto by like order of the board of Directors of said Corporation.		
Mv Commission Expires _____		
(Notary Public)	(Date)	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
NOT-FOR-PROFIT BUSINESS ENTITY

CONTRACT HISTORY LIST

FOR ALL CONTRACTS AND SUBCONTRACTS WITH ANY New York STATE GOVERNMENT ENTITIES DURING THE LAST 3 YEARS, PLEASE PROVIDE THE INFORMATION REQUESTED BELOW (SEE QUESTION # 3.0 ON PAGE 3 OF THIS FORM). (PHOTOCOPY AND ATTACH ADDITIONAL PAGES AS NECESSARY).

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
**Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
LEGAL BUSINESS NAME:		EMPLOYER IDENTIFICATION NUMBER (EIN):		
ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		TELEPHONE NUMBER:	FAX NUMBER:	
E-MAIL:		WEBSITE:		
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE				
NAME:		TELEPHONE NUMBER:	FAX NUMBER:	
TITLE:		E-MAIL:		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable).				
TYPE	NAME	EIN	STATE OR COUNTY WHERE	STATUS

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized:
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration:
d) <input type="checkbox"/> Limited Partnership	Date Established:
e) <input type="checkbox"/> General Partnership	Date Established: County (if formed in NYS):
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established:
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States	State
<input type="checkbox"/> Other	Country

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY

1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select "Not Required" if the Business Entity is a sole Proprietor or General Partnership.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required	
If "No", explain why the Business Entity is not required to be registered in New York State.		
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No", explain and provide detail, such as "not required", "application in process", or other reason for not being registered.		
1.4 Is the Business Entity publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
I. BUSINESS CHARACTERISTICS		
CIK Code or Ticker Symbol:		
1.5 Is the responding Business Entity a Joint Venture? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number:		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York office:		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. Attach additional pages if necessary.		
NAME	TITLE	PERCENTAGE OWNERSHIP <i>(Enter 0% if not applicable)</i>

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates: <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
AFFILIATE NAME:	AFFILIATE EIN (If available):	AFFILIATE'S PRIMARY BUSINESS ACTIVITY:
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
INDIVIDUAL'S NAME:	POSITION/TITLE WITH AFFILIATE:	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years?		<input type="checkbox"/> Yes <input type="checkbox"/> No
JOINT VENTURE NAME:	JOINT VENTURE EIN (If available):	IDENTIFY PARTIES TO THE JOINT VENTURE:
III. CONTRACT HISTORY		
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes", complete the attached "Contract History List" at the end of this form.		<input type="checkbox"/> Yes <input type="checkbox"/> No
IV. INTEGRITY – CONTRACT BIDDING Within the past five (5) years, has the Business Entity or any Affiliate		
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.		
V. INTEGRITY – CONTRACT AWARD Within the past five (5) years, has the business Entity or any Affiliate		
5.0 been suspended, cancelled or terminated for cause on any government contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
**Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY**

5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VI. CERTIFICATIONS/LICENSES Within the past five (5) years, has the business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VII. LEGAL PROCEEDINGS Within the past five(5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 had a government entity find a willful prevailing wage or supplemental payment	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VIII. LEADERSHIP INTEGRITY Note: If the business Entity is a Joint Venture Entity, answer "N/A-Not Applicable" to questions 8.0 thru 8.4) Within the past five(5) years has any individual previously identified, any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY**

8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct:	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed" Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
**Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY**

9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If yes, respond to a. and b. below: b. If "Yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls? c. If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" is answered to #9.6 a. and/or #9.6 b. above, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY**

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 in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and 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 and/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:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the items contained in the Questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this Questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, during the term of the contract.

NAME OF BUSINESS/CONTRACTOR:		
(Legally Incorporated Name)		
(Signature)	(Title)	(Date)
NOTARIZATION:		
STATE OF NEW YORK		
COUNTY OF (_____) SS.:		
On this _____ day of _____, 20____, before me personally came _____ to me known, who being sworn did depose and say that he/she resides in _____; that he/she is the _____ of _____ Corporation described herein and which executed the above instrument; and that he/she signed his/her Name thereto by like order of the board of Directors of said Corporation.		
My Commission Expires _____		
(Notary Public)	(Date)	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire
FOR-PROFIT BUSINESS ENTITY**

CONTRACT HISTORY LIST

FOR ALL CONTRACTS AND SUBCONTRACTS WITH ANY New York STATE GOVERNMENT ENTITIES DURING THE LAST 3 YEARS, PLEASE PROVIDE THE INFORMATION REQUESTED BELOW (SEE QUESTION # 3.0 ON PAGE 3 OF THIS FORM). (PHOTOCOPY AND ATTACH ADDITIONAL PAGES AS NECESSARY).

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

Public Agency Name:	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

New York State Office of Children and Family Services
 Contract Developer, Contract Signatory and Contract Claim Signatory
 Authorization Form
 For the On-Line Contract Management System (CMS)

Organization Information		<input type="checkbox"/> Check here if this organization already has an account in CMS	
Legal Name <input type="text"/>			
Doing Business As (DBA) Name (if applicable) <input type="text"/>			
Federal Id <input type="text"/>		Muni Code (if applicable) <input type="text"/>	
Street Address 1 <input type="text"/>			
Street Address 2 <input type="text"/>			
City <input type="text"/>		State <input type="text" value="New York"/>	Zip <input type="text"/>
Contractor User Designation		<input type="checkbox"/> Check here if this individual already has a CMS account	
Name <input type="text"/>			
Title <input type="text"/>			
Email Address* <input type="text"/>			
Phone Number <input type="text"/>			
Contract User Address			
Street Address 1 <input type="text"/>			
Street Address 2 <input type="text"/>			
City <input type="text"/>		State <input type="text" value="New York"/>	Zip <input type="text"/>
Signature: _____			
Contractor User Role Designation			
<input type="checkbox"/> Contract Developer	<input type="checkbox"/> Check here to designate as a primary user for this role	<input type="checkbox"/> Check here to delete existing Contract Developer account	
<input type="checkbox"/> Contract Signatory	<input type="checkbox"/> Check here to designate as a primary user for this role	<input type="checkbox"/> Check here to delete existing Contract Signatory account	
<input type="checkbox"/> Contract Claim Signatory	<input type="checkbox"/> Check here to designate as a primary user for this role	<input type="checkbox"/> Check here to delete existing Contract Claim Signatory account	
<p>This Section is to be completed by the Head of the Organization of Chief Administrative Officer. I hereby authorize the Contract Developer identified above to develop contracts online using CMS (or to be deleted as indicated), the identified Claim Signatory identified above to electronically log and sign contract claims (or be deleted as indicated) and also authorize the Contract Signatory identified above to electronically sign contracts (or to be deleted as indicated) on behalf of our organization.</p>			
Name <input type="text"/>			
Title <input type="text"/>			
Email Address <input type="text"/>			
Phone Number <input type="text"/>			
Signature: _____			

*This should be an individual email address. Confidential User Id information will be emailed to this address.

**New York State Office of Children and Family Services
Instructions for completing the Contract Developer, Contract Signatory, and
Contract Claim Signatory Authorization Form for the
On-line Contract Management System (CMS)**

Organization Information

All fields on the form must be completed; the only exceptions are the DBA Name and Muni Code.

An organization chart must be submitted that indicates where the organization head or the Chief Administrative Officer and the contract developer and signatory appear in relation to the Board of Directors and the organization.

- ✓ Check the appropriate box if the organization already has an account in CMS.
- ✓ Muni Code - The municipal code is used only for municipal organizations. If it does not apply, the box would be left blank. Questions regarding municipal codes should be directed to the OCFS Contract Manager.
- ✓ Legal Name – Enter as it appears on the Articles of Incorporation or Business Certification.
- ✓ Federal ID – Enter your 9 digit federal ID; please do not enter any dashes (-).
- ✓ State – New York is automatically filled in. If different, delete and enter appropriate State.

Contract Developer, Contract Signatory and Claim Signatory Information

- ✓ Please designate only one user per form. Use multiple forms for multiple users. Check the appropriate box to indicate whether the individual already has one or more accounts in CMS.
- ✓ Email Address – This should be an individual email address. The confidential username will be emailed to this address. The password will be provided separately. A company email address accessible by multiple persons should not be used. Confidential communication between OCFS and the Contract Developer and Contract Signatory regarding this account will be sent to this address.
- ✓ Phone Number – Mandatory. If there is a problem with the email address, OCFS will call this number to resolve any issues with the account.
- ✓ Please designate the user role(s). Check the Contract Developer, Contract Signatory, and/or Contract Claim Signatory box to indicate the type of account(s) you are authorizing OCFS to create or delete. Note that OCFS recommends that at least two Contract Developers, Contract Signatories, and Contract Claim Signatories be assigned for each organization.
- ✓ Check the appropriate box to indicate whether the individual will be the primary designee for this account type
- ✓ Check the appropriate box to delete this account (terminate user access).

Signed Authorization Form(s) must be received before an organization can use CMS; please return the Authorization Form(s) with your proposed submittal.

NEW YORK STATE
Office of Children and Family Services

Macbride Fair Employment Principles

Non-discrimination In Employment In Northern Ireland

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10 percent or greater ownership interest, or any individual or legal entity that holds a 10 percent or greater ownership 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 that it has 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 their compliance with such Principles.

Yes _____ No _____

Signature

Typed/Printed Name and Title

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW (Continued)**

➤ If Bidder(s) (are) a Corporation, complete the following:

Names

Legal Residence

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data

Potential Contractor: _____

Street Address: _____

City, State, Zip Code: _____

Title / Telephone #: _____ (_____) _____
Area Code

If applicable, Responsible Corporate Officer

Name: _____

Title / Telephone #: _____ (_____) _____
Area Code

Signature

Typed/Printed Name and Title

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW (Continued)

Joint or combined bids by companies or firms must be certified
on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By:

Name

Name

Title

Title

Address:

Street

Street

City, State, Zip Code

City, State, Zip Code

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
STATE CONSULTANT SERVICES - CONTRACTOR'S PLANNED EMPLOYMENT
From Contract Start Date Through the End of the Contract Term

FORM A

State Agency Name: <u>NYS Office of Children and Family Services</u>	Agency Code: <u>25000</u>
Contractor Name: _____	Contract Number: _____
Contract Start Date: <u> / / </u>	Contract End Date: <u> / / </u>

Employment Category <small>http://www.onetcodeconnector.org/</small>	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page			\$
Grand Total			\$

Name of person who prepared this report: _____

Title: _____ Phone #: _____

Preparer's Signature: _____

Date Prepared: / /

(Use additional pages, if necessary) Page of

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
STATE CONSULTANT SERVICES - CONTRACTOR'S ANNUAL EMPLOYMENT RECORD
REPORT PERIOD: APRIL 1, 20____ TO MARCH 31, 20____

FORM B

Contracting State Agency Name: NYS Office of Children and Family Services Agency Code: 25000
 Contract Number: _____
 Contract Term: ____ / ____ / ____ to ____ / ____ / ____
 Contractor Name: _____
 Contractor Address: _____
 Description of Services Being Provided: _____

Scope of Contract (Choose one that best fits):

<input type="checkbox"/> Analysis	<input type="checkbox"/> Evaluation	<input type="checkbox"/> Research	<input type="checkbox"/> Training
<input type="checkbox"/> Data Processing	<input type="checkbox"/> Computer Programming	<input type="checkbox"/> Other IT consulting	<input type="checkbox"/> Engineering
<input type="checkbox"/> Architect Services	<input type="checkbox"/> Surveying	<input type="checkbox"/> Environmental Services	<input type="checkbox"/> Health Services
<input type="checkbox"/> Mental Health Services	<input type="checkbox"/> Accounting	<input type="checkbox"/> Auditing	<input type="checkbox"/> Paralegal
<input type="checkbox"/> Legal	<input type="checkbox"/> Other Consulting		

Employment Category <small>http://www.onetcodeconnector.org/</small>	Number of Employees	Number of Hours Worked During Reporting Period	Amount Paid During Reporting Period
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: _____
 Title: _____ Phone #: _____
 Preparer's Signature: _____
 Date Prepared: ____ / ____ / ____



New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(5/07)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business		City	State ZIP code
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number			
Covered agency or state agency	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) is:
Covered agency address		Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1-800-698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYSTAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 595, 697, 1095, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?

	Internet access: www.nystax.gov (for information, forms, and publications)	
	Fax-on-demand forms:	1 800 748-9976
	Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.	
	To order forms and publications:	1 800 462-8100
	Sales Tax Information Center:	1 800 698-2999
	From areas outside the U.S. and outside Canada:	(518) 485-8600
	Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):	1 800 694-2110
	Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 932-1233.	

¹ The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, e.g. Executive Director, County Executive, or Agency Commissioner



New York State
Office of Children and Family Services



Andrew M. Cuomo
Governor

Gladys Carrión, Esq.
Commissioner

Early Childhood Advisory Council

Request for Proposals

PART III

ATTACHMENTS

ATTACHMENTS

CONTRACT PROVISIONS

Attachment 1 State of New York Agreement

Attachment 2 Appendix A
Standard Clauses for All New York State Contracts (June 2011)

Attachment 3 Appendix A1
Standard Clauses for All OCFS Contracts (August 2011)

Attachment 4 Appendix A2

Attachment 5 Appendix A3
Federal Assurances and Certifications (June 2011)

Attachment 6 Appendix C
Payment and Reporting Terms and Conditions (August 2011)

Attachment 7 Appendix ARRA
Rider A
Rider C
Rider C Attachment

**STATE OF NEW YORK
AGREEMENT**

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to the

AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

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

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall only be responsible for payment on claims pursuant to services provided and costs incurred prior to the termination date and pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses incurred after the termination date.

IV. Indemnification

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

V. Property

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

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	5
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	6
14. Governing Law	6
15. Late Payment	6
16. No Arbitration	6
17. Service of Process	6
18. Prohibition on Purchase of Tropical Hardwoods	6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	7
22. Compliance with New York State Information Security Breach and Notification Act	7
23. Compliance with Consultant Disclosure Law	7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8

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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce

Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely

affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) 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 and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a

contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to

service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

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

APPENDIX A-1
STANDARD CLAUSES FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES CONTRACTS

(Revised 08-2011)

1. PERSONNEL

- a. 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.
- b. It is the policy of the Office to encourage the employment of qualified applicants for, or recipients of public assistance by both public organizations and private enterprises who are under contractual AGREEMENT to the Office for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, 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 Office, to the degree that such change is within the reasonable control of the Contractor.

2. NOTICES

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- By certified or registered United States mail, return receipt requested;
- By facsimile transmission;
- By personal delivery;
- By expedited delivery service; or
- By e-mail.

Notices to the Office shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-Mail Address provided to the Contractor during contract development, or to such different Program Manager as the Office may from time-to-time designate.

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

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

3. OFFICE SERVICES

- a. 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.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined

between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.

- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

4. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to 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. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b.i. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- b.ii. The Contractor immediately shall notify in writing the OCFS Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, any subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into

any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor

- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. 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.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Office recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the

statute of limitations for the New York False Claims Act is ten years.

- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:
- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
 - The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
 - The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
 - The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
 - The contractor has engaged in any other actions of a similarly serious nature.

Where the contractor has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the contract that the contractor agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this contract, the contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the contractor will promptly notify OCFS if the contractor engages in any actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor, as described above.

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.
- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at :
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- r. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance.

5. REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Office and as necessary to meet State and Federal requirements.

6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

7. PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Office, which results (1) shall acknowledge the support of the Office 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 Office or the State of New York.
- b. The Office 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 AGREEMENT shall expressly acknowledge the Office's right to such license.
- c. All of the license rights so reserved to the Office and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.
- d. 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 Office 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 Office, subject to applicable confidentiality restrictions, 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.

8. PATENTS AND INVENTIONS

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 Office. 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.

9. TERMINATION

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office 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 Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).
- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible

vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Office may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contact. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require (a) the repayment to the Office of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b), at the Office's option.

10. CONTRACTOR COMPLIANCE

The Office 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 Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office 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 shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Office in transferring the operation of the contracted services to any other entity selected by the Office in a manner that will enable the Office 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' 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 Office 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 Office or any agent of the Office may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, State Comptroller, the Office, and any representatives specifically directed by the State Comptroller or the Office to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Office 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 Office.

11. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

- The contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to OCFS within the established timeframe;
- An OCFS, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this or another OCFS agreement;
- The contractor has not provided fiscal or program reports as required under the terms of this or another OCFS agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the contractor;
- The contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the contractor and funded under an agreement with OCFS.

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

12. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contract as set forth at Paragraph 8 of this Appendix A-1.

13. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the contract whether employed by the contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:
<http://ocfs.state.nyenet/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services

Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Alfred E. Smith Office Building
8th Floor Counsel's Office
Albany, New York 12239

14. ADDITIONAL ASSURANCES

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- b. The Contractor agrees that Modifications and/or Budget Revisions that do not affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.
- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

15. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

Appendix A-2

The parties to the attached contract agree to be bound by the following clauses, which are hereby made a part of the AGREEMENT (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, leassor, lessee, or any other party):

1. Designated Payment Office

Program Office: NYS Office of Children and Family Services
Program Area: Council on Children and Families
Program Contact: Robert G. Frawley
Telephone: 518 473-8081
FAX: 518 473-2570
Address: 52 Washington Street, Suite 99
Rensselaer, NY 12144
E-mail: bob.frawley@ccf.state.ny.us

2. Changes to Appendix C

I. Payment Terms and Conditions:

- a. American Recovery and Reinvestment Act (ARRA) payment and reporting must be in compliance with the provisions contained in this Appendix as well as with the additional payment and reporting requirements contained in Appendix ARRA.
- b. Payments to the contractor are conditional upon the satisfactory submission to OCFS of the required ARRA Reports under Section 1512 of ARRA, Claim Reports and Progress Reports within time periods set forth in this Appendix. ARRA Reports shall include all required Standard Data Elements Reports. Payments will be in accordance with Federal guidelines and adjusted to reflect actual total Claims including required budgeted matching funds.
- c. If the required reports referenced above are not submitted by the timeframes indicated in this Appendix, payments may not be made, and the Contract may be terminated, at the discretion of OCFS.
- d. In consideration of the services to be performed by the Contractor pursuant to this Contract, OCFS agrees to pay and the Contractor agrees to accept a sum not to exceed the amount set forth in the Schedule of Payments, which is attached hereto, for the period of time indicated therein.
- e. The Contractor shall submit to OCFS on a quarterly basis a properly executed State of New York Standard Voucher in a form acceptable for payment to OCFS and to the Comptroller of the State of New York. Payment will be made upon assurance by OCFS/CCF that the Contractor has achieved substantial compliance with the provisions set forth in this Contract. OCFS agrees to submit without unreasonable delay to the Comptroller of the State of New York each approved and certified voucher for payment relating to services performed. Vouchers will be payable thirty

(30) days after receipt if deemed acceptable by OCFS and the Office of the State Comptroller.

- f. Program Reports for a calendar quarter are required to be submitted no later than fifteen (15) days after the end of each calendar quarter (January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31). The Contractor shall submit a single Program Report for each calendar quarter. Claim reports shall not span calendar quarters. The program period set forth on the Program Report shall be equal to the start and end date of the calendar quarter. Each quarterly Claim Report shall be accompanied by an ARRA Report and Progress Reports for the corresponding periods.

-Reimbursement of Payment Schedule shall be payable to the Contractor within thirty (30) days from, the date and approval of the ARRA Report by OCFS, the Progress Reports by OCFS, and the Claim Report for the time period in which the Claim was made by OCFS and Comptroller of the State of New York.

-Submissions by the Contractor shall be in a form acceptable to OCFS for ARRA Reports and Progress Reports and the Claim Report for the time period in which the Claim was made by OCFS and the Comptroller of the State of New York.

- g. The Contractor agrees to provide detailed ARRA reporting and fiscal information in keeping with instructions from OCFS or the appropriate federal agency.
- h. ARRA reporting periods are cumulative and based on calendar quarters (January 1 – March 31, April 1 – June 30, July 1, - September 30, October 1 – December 31).
- i. ARRA reporting is in addition to the financial and programmatic reporting that OCFS requires of its contractors.
- j. The Contract must revise information contained in an ARRA Report as directed by OCFS following verification and a quality review of the information by OCFS.
- k. All ARRA Reports, Claim Reports, and Progress Reports shall be governed by Article XI-A (Interest Payments) of the State Finance Law.
- l. OCFS agrees to submit each approved voucher and Claim Report that will result in a payment to the Comptroller for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing and together with a justification therefor.
- m. All obligations must be incurred prior to the end date of the Contract. The Contractor has up to forty-five (45) days after the end date of the Contract to make Claims as long as the obligation was made prior to the end date of the Contract.
- n. The Contractor agrees that upon termination of each contract period of this Contract, the Contractor will account for all Claims and refund, by certified check, any unexpended funds to OCFS within ninety (90) calendar days, unless written approval is obtained from OCFS for the Contractor to hold the unexpended funds for a longer period. The Contractor agrees that upon termination of this Contract, it will not incur any further obligations beyond the termination date.

II. Advance Payment and Recoupment

No changes to this section.

III. Claims for Reimbursement

- a. The Contractor must submit the required ARRA Reports either through CMS, electronically by e-mail, or by hardcopy to the Designated Payment Office identified in this Appendix within the time periods set forth in this Appendix.
- b. The Contractor must submit Claim Reports, Progress Reports, and all required supporting documentation within the time periods set forth in this Appendix.

IV. Budget Revisions

No changes to this section.

V. Audit and Records Retention

No changes to this section.

VI. Refunds

No changes to this section.

VII. Program Reporting Requirements

The contractor must comply with the American Recovery and Reinvestment Act (ARRA) Reporting Requirements set forth in Section 1512 of the ARRA of 2009 (Public Law 111-5) and in Appendix ARRA of this Contract.

VIII. Reporting Schedule

As set forth in this Appendix, the Contractor must comply with ARRA Reporting requirements and reporting dates.

Appendix A3

Rev. 6/15/11

Federal Assurances and Certifications

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services.

By signing and submitting this application, contract or contract amendment an authorized representative of the applicant or contractor asserts that the applicant or contractor:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds under the CFDA No(s) shown on the first page of Appendix C or Appendix X for renewals. OCFS is a pass - through entity of these federal funds. As a recipient of these federal funds, the Contractor may be determined, as shown on the first page of Appendix C or Appendix X for renewals, to be a sub-recipient of federal assistance. Sub-recipients of federal funds have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the Contractor to expend \$500,000 or more of federal funds from this contract or in total with other contracts or grants of federal funds or assistance in the Contractor's fiscal year, regardless of the source of the funding, the Contractor is required to comply with the terms and provisions of the OMB Circular A-133. The Contractor will notify OCFS if it reasonably expects to expend the sum of \$500,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$500,000 in federal funds but in no event later than the close of the calendar year. The Contractor will have an audit performed pursuant to the requirements of OMB Circular A-133 and provide OCFS with the required reports within 30 days of the Contractor's receipt of the independent audit report or within 9 months after the close of the Contractor's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The contractor/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

16A. 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse

violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) 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 any 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 Federally 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 of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned 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 fact 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, U.S. Code. 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.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this

clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of

business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) 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. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**APPENDIX C
PAYMENT AND REPORTING TERMS AND CONDITIONS**

Line Item Budget

Revised August 2011

- This Contract is funded with non-Federal funds only
- This contract is funded in whole or in part with Federal funds (see Appendix A3, Paragraph 14, for federal audit information)
- OCFS has determined that the Contractor IS NOT a Subrecipient
- OCFS has determined that the Contractor IS a Subrecipient
- The Federal funds for this contract are from Catalog of Federal Domestic Assistance (CFDA Number(s):

I. PAYMENT TERMS AND CONDITIONS

In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services (OCFS) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page of this AGREEMENT for the initial AGREEMENT period and, for subsequent periods, the amount specified in Appendix X for that period. All payments shall be in accordance with the budget contained in Appendix B for the applicable period. Payment under this AGREEMENT is conditional upon the continued availability of funds. Should funds become unavailable, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were available. Payments and future funding are contingent on the availability of funding for the activities to be conducted in accordance with this AGREEMENT.

Funds cannot be expended until the contract is approved by the Office of the State Comptroller (OSC). Expenditures cannot precede the contract start date. If the Contractor makes expenditures subsequent to the contract start date, but prior to OSC approval of the contract, they do so at their own risk.

See Appendix A-2 for any additional program-specific Payment Terms and Conditions applicable to this AGREEMENT. To the extent that there is a conflict between any Payment Terms and Conditions set forth in this Appendix and in Appendix A-2, the Payment Terms and Conditions in Appendix A-2 will supersede the Payment Terms and Conditions in Appendix C.

Contractor shall provide complete and accurate billing invoices to the Office in order to receive payment. Billing invoices submitted to the Office must contain all information and supporting documentation required by this AGREEMENT, the Office and the Office of the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of the Office, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner of the Office has expressly authorized payment by paper check as set forth above.

II. ADVANCE PAYMENT AND RECOUPMENT

- a. To the extent permitted by applicable laws and regulations, OCFS may, at its own discretion, make advance payment(s) to the Contractor, up to _____ of the annual period amount, upon the submission by the Contractor of sufficient justification therefor. Any advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by OSC and upon the submission to OCFS by the Contractor of a properly executed State of New York Standard Voucher, or on-line claim submitted through the OCFS Contract Management System (CMS), in a form acceptable to OCFS and to OSC.
- b. Recoupment of any advance payment(s) shall be recovered by crediting

or as otherwise specified in Appendix A-2. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the AGREEMENT period will be refunded by the Contractor to OCFS. In the event either party terminates the AGREEMENT prior to its expiration, the Contractor agrees to refund to OCFS immediately any advance balance then outstanding.
- c. An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher, or on-line claim submitted through CMS, in a form acceptable to the Office and to the Comptroller of the State of New York, whichever is later.
- d. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers for payment of advances are payable 30 days from the start date of services within the contract period if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.

III. CLAIMS FOR REIMBURSEMENT

- a. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of OCFS under this AGREEMENT within fifteen (15) days after the end of each _____ claiming period or as otherwise specified in Appendix A-2.
- b. The Contractor shall submit a New York State Standard Voucher or on-line claim submitted through CMS and a New York State Financial Claim Report within fifteen (15) days after the end of each claiming period as identified in Appendix A-2. The Contractor shall also submit the appropriate supporting fiscal documentation for the expenses claimed. The final claim shall be submitted within thirty (30) days after the expiration of each annual contract period or the early termination of this AGREEMENT or as otherwise specified in Appendix A-2
- c. OCFS agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher, or on-line claim submitted through CMS, in a form acceptable to OCFS and to OSC and the submission of required Program reports. OCFS agrees to submit each approved claim to OSC for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing, together with a justification therefor.
- d. Vouchers other than those for payment of advances are payable on the 45th day after the end of the vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller, and if the Contractor's voucher or on-line claim submitted through CMS is received within 15 days after the end of said period. If the Contractor's voucher or on-line claim submitted through CMS is received later than 15 days after the end of said period, then

the voucher will be payable 30 days after receipt if deemed acceptable by OCFS and the Office of the State Comptroller."

- e. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers or on-line claims submitted through CMS other than those for the payment of advances are payable 30 days after the end of the vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher or on-line claim submitted through CMS is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.
- f. OCFS reserves the right to withhold up to ten percent (10%) of the total amount of the contract as security for the faithful completion of services under this AGREEMENT. OCFS will or will not withhold up to 10% of the total amount of this contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under this AGREEMENT. The amount withheld will be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT as detailed in Appendix D, a final voucher or on-line claim submitted through CMS, the accounting for any advance payment(s) made pursuant to this AGREEMENT, and upon certification by the Contractor that it has completed its obligations and duties under this AGREEMENT.
- g. OCFS will not be liable for payments on any contract, grant or agreement made pursuant to an appropriation if insufficient monies are available, pursuant to Section 99-d(3) of the State Finance Law.
- h. The Contractor shall require any and all subcontractors to submit all financial claims for services rendered and required supporting documentation and reports necessary to complete the financial claim and expense report as referenced in Section III.a. above in sufficient time for said information to be received by the Contractor no later than ten (10) days following the final day of the claiming period. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information and/or are not received by the Contractor by said due date. Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services.
- i. Subcontracts should not be signed by Contractor prior to OCFS approving the subcontract and OSC approving the contract. Subcontracts cannot have start dates prior to the contract start date. If Contractor obtains signature on a subcontract subsequent to the start date, but prior to OSC approval of the contract, they do so at their own risk.
- j. Payment for travel costs and related expenses incurred by the Contractor's staff, employees and consultants shall be made at no greater than the prevailing New York State rates established for travel costs and related expenses for State employees as set by OSC and listed at the following internet website <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- k. OCFS may specifically request the return of any equipment purchased pursuant to this AGREEMENT. At the discretion of OCFS, the Contractor may retain custody of such equipment, provided it continues to be used for the children, family, and youth services outlined in the AGREEMENT. No equipment purchased with OCFS funds may be transferred or disposed of without written permission from OCFS. Equipment items purchased and claimed must be listed in the approved contract budget. Any changes in the equipment listed in the budget must have prior approval by OCFS in writing before implementing the change.
- l. If the Contractor receives funds under this AGREEMENT to construct, renovate or improve the property it occupies, then the improved property will be used for the children, family and youth services outlined in this AGREEMENT for the period set forth in Appendix A-2 of this AGREEMENT

- m. All obligations must be incurred prior to the end date of the contract. The Contractor has up to 90 days after the contract end date to make expenditures as long as the obligation was made prior to the contract end date.
- n. Any goods or services ordered by the Contractor prior to the contract start date must be received and paid for during the contract period in order for the cost of such goods and/or services to be reimbursed to the contractor using funds from this AGREEMENT. Should the contractor order goods and/or services prior to Office of the State Comptroller's approval of the contract, the contractor does so at their own risk and OCFS will have not reimburse the contractor for the cost of such goods and/or services if such goods and/or services were received or paid for prior to the commencement of the contract period.

IV. BUDGET REVISIONS

- a. For the purposes of paragraphs b), c) and d) below, direct cost categories are defined as the separate sections of the budget as shown on the Budget Summary Page.
- b. The Contractor may make revisions to the budget contained in Appendix B up to ten percent (10%) of any direct cost category without prior approval of OCFS except that any budget revisions that affect changes in the workplan contained in Appendix D shall require prior written approval of OCFS unless otherwise specified in Appendix A-2. The Contractor agrees to submit any and all revisions made pursuant to this subparagraph to the Designated Payment Office identified in Appendix A-2 within ten (10) days of implementing such revisions or as an attachment to any claims for reimbursement that may be associated with such revisions, whichever is the earlier date.
- c. Budget revisions in excess of ten percent (10%) of any direct cost category or which affect changes in the workplan as contained in Appendix D shall be submitted in writing to the Designated Payment Office identified in Appendix A-2 for approval, accompanied by justification therefor. The OCFS Project Officer shall notify the Contractor, in writing, of OCFS' approval of such budget revisions, or shall, in writing, notify the Contractor of OCFS' disapproval and identify the reasons for such disapproval.
- d. Any proposed modification to the contract which results in a change of greater than ten percent (10%) to any budget category must be submitted by OCFS to OSC for approval, and must be approved by OSC prior to its implementation.

V. AUDIT AND RECORDS RETENTION

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this AGREEMENT (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. OSC, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this AGREEMENT, 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; (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. If the Records are in any way relevant to audit findings, litigation or claims and the audit findings, litigation, or claims are not resolved within a period of six (6) years after the end or termination of this AGREEMENT, the Contractor will retain such records until notified in writing by OCFS to dispose of them.

VI. REFUNDS

In the event that the contractor must make a refund to OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

NYS Office of Children and Family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street
South Building, Room 202
Rensselaer, NY 12144

VII. PROGRAM REPORTING REQUIREMENTS

- a. The Contractor shall submit a Program Report on the schedule stated in Appendix A-2 and in the format specified by OCFS.
- b. In addition to the periodic reports stated above, the Contractor shall, prior to receipt of final payment under this AGREEMENT, submit a final program report satisfactory to OCFS no later than thirty (30) days following the termination of this contract or the completion of expenditures, whichever is sooner or as otherwise specified in Appendix A-2.

VIII. REPORTING SCHEDULE

All periodic reports as identified in Appendix A-2 shall be submitted in accordance with the schedule provided unless otherwise designated in writing by the Program Officer. All periodic reports must be submitted no later than fifteen (15) days after the end of the reporting period or as otherwise specified in Appendix A-2.

Appendix ARRA
American Recovery and Reinvestment Act of 2009
OCFS CONTRACTS

*This document is subject to change based on final Federal Requirements

OCFS has determined that the Contractor is a Sub-recipient. Please see page 2 for further guidance.

OCFS has determined that the Contractor is a Vendor. Please see page 3 for further guidance.

The Federal Funds for this contract are from CFDA Number(s):

A. INTRODUCTION AND BACKGROUND INFORMATION:

President Obama signed the American Recovery and Reinvestment Act of 2009 (ARRA) into law February 17, 2009. Often referred to as the Stimulus Bill or the Recovery Act, the purpose of this law is to jump-start our economy by creating and retaining jobs and to provide assistance to those who have been adversely impacted by the current economic recession.

As a result of ARRA, the New York State Office of Children and Family Services (OCFS) is receiving one-time funding from federal awarding agencies. Along with this supplemental funding comes additional federal compliance and reporting mandates, both for OCFS, as the Prime Recipient of ARRA funding, and also for OCFS' Contractors receiving ARRA funding, who are designated as either Sub-recipients or Vendors. The federal government is committed to providing the public with "an unprecedented level of transparency" about how ARRA funding is spent and will track this funding through the Catalog of Federal Domestic Assistance (CFDA) numbers that have been assigned to the ARRA programs.

OCFS will directly supply the mandated federal reporting to the federal government. OCFS must file reports with the federal government no later than the 10th of the month immediately following the end of each calendar quarter. However, in order to allow OCFS to comply with the time-sensitive ARRA reporting requirements, Contractors will need to immediately:

- Register for a Data Universal Number System (DUNS) number

Additionally, Contractors who are Sub-recipients will need to:

- Register in the Central Contractor Registry (CCR) system
- Register in Grants.gov

Federal agencies may implement additional programmatic reporting elements above and beyond those already described in this document. It is the Contractor's responsibility to be informed of any changes or updates to the ARRA reporting requirements.

At this time, the Federal Government has established the following ARRA reporting requirements applicable to both Sub-Recipients and Vendors:

- ARRA Reporting is in addition to the financial and programmatic reporting that OCFS requires of its contractors

- Reporting periods are cumulative and based on calendar quarters (January 1 – March 31; April 1 – June 30; July 1 – September 30; October 1 – December 31)
- Contractors must report to OCFS no later than the dates described in Appendix C
- The first report will cover the cumulative period beginning February 17, 2009 (or earlier if retroactive spending was permitted by a particular program) through September 30, 2009

Additional requirements apply based upon whether the Contractor is a Sub-recipient or a Vendor, and are addressed below.

a. Sub-Recipient Reporting

The front page of this Appendix notifies the Contractor if OCFS has determined that the Contractor is a Sub-recipient. Sub-recipients are non-Federal entities that are awarded Recovery funding through a legal instrument from the Prime Recipient (OCFS) to support the performance of any portion of the substantive project or program for which the Prime Recipient received the Recovery funding. Additionally, the terms and conditions of the Federal award are carried forward to the Sub-recipient. It is possible that a Sub-recipient for one award may also be a prime recipient of another Federal award provided directly from the Federal Government. Sub-recipients are responsible for the timely completion and submission of the Section 1512 ARRA Report to OCFS no later than three days after the end of each quarter. The Sub-Recipient Section 1512 ARRA Report form to be used by Sub-recipients to report the Sub-Recipient Reporting Elements to OCFS is annexed hereto as Rider B.

In order to be in compliance with the newly mandated reporting requirements, Sub-recipients of ARRA funds will need to:

- Complete registrations for DUNS, CCR, and Grants.gov
- Establish and implement systems for compiling the newly mandated information and data
- Be prepared to submit mandated information and data about each calendar quarter reporting period to OCFS immediately following the end of each calendar quarter reporting period

At a minimum, the following information must be compiled by Sub-Recipients and reported to OCFS on a quarterly basis:

- Sub-Recipient DUNS Number
- Sub-Recipient Contract Number
- Sub-Recipient Name (legal name as registered in the CCR)
- Sub-Recipient Address (physical location of the primary place of performance)
- Sub-Recipient City (physical location of the primary place of performance)
- Sub-Recipient State (physical location of the primary place of performance)
- Sub-Recipient Zip Code +4 (physical location of the primary place of performance)
- Sub-Recipient County (physical location of the primary place of performance)
- Sub-Recipient Congressional District (physical location of the primary place of performance)
- If in the previous fiscal year, the sub recipient received 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and \$25,000,000.00 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and the public does not have access to information about the compensation of the senior executives 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; report the:

- Sub-Recipient Officer Name (for the five most highly compensated officers)
- Sub-Recipient Officer Total Compensation (for the five most highly compensated officers)
- Sub-Recipient Project Status (evaluation of the status of the work that has been completed)
- Sub-Recipient Number of Jobs Created and Retained (an estimate of the number of jobs created and retained in the United States and outlying areas. This estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects, activities, or federally awarded projects)
- Sub-Recipient Description of Jobs Created and Retained (a brief description of the types of jobs created and retained in the United States and outlying areas)
- Sub-Recipient Additional Employment Related Impacts (an estimate and description of additional employment related activities supporting the ARRA purposes of preserving and creating jobs and promoting economic recovery that did not result in the creation or retention of direct jobs)

b. Vendor Reporting Elements

The front page of this Appendix notifies the Contractor if OCFS has determined that the Contractor is a Vendor. Although Contractors who are Vendors are only responsible for providing a DUNS number to OCFS, they will be required to provide additional information to OCFS as needed for OCFS to fulfill its reporting requirements as the Prime Recipient of ARRA funding.

The following information must be compiled by Vendors and reported to OCFS on a quarterly basis:

- Vendor Contract Number
- Vendor DUNS Number
- Vendor Primary Address (Zip Code +4)
- Vendor Name
- Description of Product or Service the Vendor provided to OCFS
- Amount Paid to the Vendor by OCFS
- Vendor Number of Jobs Created and Retained (an estimate of the number of jobs created and retained in the United States and outlying areas. This estimate shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects, activities, or federally awarded projects)
- Vendor Description of Jobs Created and Retained (a brief description of the types of jobs created and retained in the United States and outlying areas)
- Vendor Additional Employment Related Impacts (an estimate and description of additional employment related activities supporting the ARRA purposes of preserving and creating jobs and promoting economic recovery that did not result in the creation or retention of direct jobs)

The Section 1512 ARRA Report form to be used by Vendors to report the Vendor Reporting Elements to OCFS is annexed hereto as Rider C.

B. GENERAL TERMS AND CONDITIONS FOR ARRA CONTRACTS

Contractor understands and acknowledges that all grant policy terms and conditions annexed hereto apply unless they conflict or are superseded by the following terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements below. Contractors are responsible for contacting their Program Managers for any needed clarifications.

Programs must meet all applicable federal and New York State laws, regulations, executive orders, policies and guidance documents regarding reporting requirements related to the ARRA. These reporting requirements include, but are not limited to, those at recovery.gov and Implementing Guidance documents issued by the federal Office of Management and Budget.

The Contractor is responsible for compliance with any applicable federal and New York State laws, regulations, executive orders, policies and guidance documents regarding reporting requirements for ARRA implemented after the date of execution of this Agreement. Any such additional ARRA reporting requirements shall be part of this Agreement effective on the date of implementation. OCFS will advise the Contractor in writing of any such additional ARRA reporting requirements in an expedited time and manner as determined solely by OCFS and/or the federal government.

1. Posting Job Listings on the New York State Job Exchange

For all Contracts funded with ARRA funds, the Contractor is responsible for posting all related jobs through the New York State Department of Labor. The Department of Labor's Job Exchange is a free service that allows public access. There are four ways that an employer can post jobs on the Exchange website.

Option 1:

The preferred approach is for the company to initially register through the New York State Department of Labor's Job Exchange <http://www.labor.state.ny.us> website for an employer account. This service allows the employer to directly manage their job orders status throughout the recruitment process. Approval for access is received within 3 business days which allows the employer to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labor's One Stop Operating System (OSOS) for local One-Stop service.

Option 2:

The employer can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the employer can use the NYC Fast Fax form http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf and fax it to (718) 780-9458. Regarding jobs that are located outside of New York City, the employer can use the NYS Fast Fax Form <http://www.labor.state.ny.us/formsdocs/does/es515.pdf> and fax to (518) 485-1333.

Option 3:

The employer can e-mail specifics of their job orders by using a fillable NYS Job Order Form <http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rtf>. If the jobs are located in New York City, the employer would send the completed form to DoES_LO584@labor.state.ny.us address. If the jobs are located outside of New York City the employer would send the completed form to the nysjobbank.does@labor.state.ny.us address.

Option 4:

The employer can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the employer should call (718) 780-9499. If the jobs are located outside of New York City the employer should call 1-888-4-NYSDOL.

2. Buy American – Use of American Iron, Steel, and Manufactured Goods

Contractors may not use any funds obligated under this award 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 State unless HHS waives the application of this provision. See ARRA Sec. 1605.

3. Wage Rate Requirements

Subject to further clarification issued by the Office of Management and Budget, notwithstanding any other provision of the law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award 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. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan, Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

This term and condition shall not apply to tribal contract entered into by the Indian Health Service funded with this appropriation. ARRA Title VII – Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities.

4. Availability and Use of ARRA Funds

Contractor understands and acknowledges that any and all payments under this contract are contingent upon the receipt of ARRA funding. None of the ARRA funds appropriated or otherwise made available may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other activity specifically prohibited by ARRA. ARRA Sec. 1604.

5. Disclosure of Fraud or Misconduct

Each Contractor awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://oig.hhs.gov/fraud/hotline/>.

Contractor understands and acknowledges that ARRA Sec. 1553 provides protections to the employee of any non-Federal employer receiving ARRA funds who reports their reasonable belief of fraud or misconduct.

6. Authority of the Inspector General

Contractor understands and acknowledges that representatives of the inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on ARRA funded contracts. ARRA Sec. 1515(b).

7. Access of Government Accountability Office

Contractor understands and acknowledges that pursuant to Section 902 of the ARRA, acceptance of ARRA funding provides the U.S. Comptroller General and his representatives with the authority to:

(a) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(b) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

8. ARRA: One-Time Funding

Unless otherwise specified, ARRA funding to existent or new awardees should be considered one-time funding.

9. Responsibilities for Informing Sub-Recipients

OCFS agrees to separately identify to each sub-recipient, and document at both the time of sub-award and the disbursement of funds, the Federal award number, any special CFDA number assigned for AFFA purposes, and the amount of ARRA funds. See 2 CFR 215.26, 45 CFR 74.26, and 45 CFR 92.26.

As further details about ARRA reporting become known, OCFS agrees to share such information with Contractors in a timely manner.

C. PAYMENT AND REPORTING SCHEDULE

- Contractor agrees to provide detailed fiscal information in accordance with OCFS' instructions and ARRA reporting requirements. Accordingly, payments to the Contractor are conditional upon the satisfactory submission to OCFS of the required ARRA and Expenditure Reports. Due dates for ARRA reports are described in Appendix C, while Expenditure reports are due no later than 15 days after the end of a reporting period. Payments will be in accordance with Federal guidelines and adjusted to reflect actual total expenditures including required budgeted matching funds as applicable.

RIDER A

American Recovery & Reinvestment Act of 2009, Contractor Obligations

1. Since this agreement contains ARRA stimulus funds, the Contractor will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Contractors 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 Contractor 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 Contractor 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 OCFS' discretion.

3. The Contractor 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 _____

Submit

Rider C

**Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law
111-5 – Vendor Reporting Form**

This form is subject to change based on final Federal Requirements
Revised 12-2010

This form is designed to capture data required for compliance with American Recovery and Reinvestment Act (ARRA) Reporting Requirements as set forth in Section 1512 of the ARRA of 2009 (Public Law 111-5). Please refer to the 'Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009' and the corresponding supplements for more detailed instruction. To facilitate this effort, a reference to the corresponding data element in Recipient Reporting Data Model v3.0 is included as the title for each item. Contractors are responsible for ensuring use of the most recent requirements and definitions. These requirements and the documents mentioned above can be found on http://www.whitehouse.gov/omb/recovery_default.

Reporting Period		
Select the Ending Date and year of the reporting period in which your organization is requesting an ARRA payment.	<input type="checkbox"/> 6/30	<input type="checkbox"/> 2010
	<input type="checkbox"/> 9/30	<input type="checkbox"/> 2011
	<input type="checkbox"/> 12/31	<input type="checkbox"/> 2012
	<input type="checkbox"/> 3/31	<input type="checkbox"/> 2013

- 1. Subaward Number**
Provide the Subaward Number of your organization's ARRA Funded award, as applicable.

Subaward Number:

- 2. Data Universal Numbering System (DUNS) Number (if applicable)**
Provide your organization's 9-digit Data Universal Numbering System (DUNS)

DUNS Number:

- 3. Primary Address**
Provide the zip code +4 of your organization's primary headquarters.

Zip Code:

- 4. Vendor Name**
Provide the name of your organization.

Name:

Rider C

Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law
111-5 – Vendor Reporting Form

This form is subject to change based on final Federal Requirements
Revised 12-2010

5. Description of Product or Service
Provide description of the product or service provided by your organization.

Description of Product or Service:

6. Payment Amount
Provide the amount paid to your organization for the product or service described above.

Payment Amount:

7. Number of Jobs Created and Retained
Provide the number of jobs created¹ and jobs retained² in the United States and outlying areas³. At a minimum, this calculation shall include any new positions created and any existing filled positions that were retained to support or carry out Recovery Act projects or activities managed directly by your organization. Jobs may not be reported unless ARRA funds have been received.

The required methodology for reporting jobs is based on a calculation used to avoid overstating the number of other than full-time, permanent jobs. This calculation converts part-time or temporary jobs into "full-time equivalent" (FTE) jobs. FTE's are calculated per quarter as all-ARRA Funded hours worked in the quarter divided by the total hours in a full-time schedule for that quarter. For instance, two full-time employees and one part-time employee working half-days would be reported as 2.5 FTE in each calendar quarter. The formula for reporting can be represented as:

$$\frac{\text{Total Number of Hours Worked and Funded by Recovery Act within Reporting Quarter}}{\text{Quarterly Hours in a Full-Time Schedule}} = \text{FTE}$$

Reporting is not cumulative across the project lifecycle. The calculation should take into account only those staff employed during the reporting quarter. Reporting quarters are based on the calendar year – ending 3/31; 6/30; 9/30; and 12/31.

¹ "Jobs or a position created" means those new positions created or filled, or previously existing unfilled positions that are filled, as a result of Recovery Act funding.

² "Jobs or a position retained" means those previously existing filled positions that are retained as a result of Recovery Act funding.

³ As used in this instruction, United States means the 50 States and the District of Columbia, and outlying areas means – Commonwealths - Puerto Rico, Northern Mariana Islands; Territories - American Samoa, Guam, U.S. Virgin Islands; and Minor outlying islands - Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, Wake Atoll

Rider C

**Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law
111-5 – Vendor Reporting Form**

*This form is subject to change based on final Federal Requirements
Revised 12-2010

In order to accurately complete the FTE calculation, an FTE Table (Attachment 1 of this Rider) must be completed. Multiple FTE Tables may be submitted.

The table is divided into two sections. The first section is for Jobs Created, and the second is for Jobs Retained. Be sure to separate jobs created and retained, as the numbers must be reported separately.

Please complete the FTE Table according to the instructions below:

1. Provide the Job Title in the first column.
 - a. Please also indicate whether the employee is part time or is hired to work a set number of hours. Include the set number of hours, if applicable.
2. In the second column, provide the employee start date and, if applicable, end date.
3. Provide the hours worked by each individual employee in the column for the corresponding quarter.
4. In the *Quarterly Recovery Act Funded Hours Worked* row, provide the sum of the number of hours each employee worked for the quarter.
5. Provide the number of hours in a *Full-Time Schedule* in the second to last row.
 - a. Please include the calculation used to determine the *Full-Time Schedule*. This calculation should be the number of hours worked each week (*Hrs/Week*) multiplied by the number of weeks in the quarter (*Weeks*); and can be represented (*Hrs/Week x Weeks*).
 - b. If your organization has different full-time schedules – i.e. some employees have a standard 40-hr. work week and others are full-time at a 37.5-hr. work week – please complete a separate table for each full-time schedule.
6. Calculate the FTE using the number of hours in *Quarterly Recovery Act Funded Hours Worked* and *Full-Time Schedule*. Report the number in the *Quarterly FTE* row.

Example:

The table below shows the FTE calculations through the lifecycle of an 18 month project that uses full-time, part-time, and temporary workers. The full-time schedule below is based on a 40 hour work-week, at 13 weeks per quarter.

Job Title	Start Date End Date	Jobs Created Per Calendar Quarter					
		1st Qtr 2011	2nd Qtr 2011	3rd Qtr 2011	4th Qtr 2011	1st Qtr 2012	2nd Qtr 2012
Full Time Employee 1	7/1/2009	520	520	520	520	520	520
Full Time Employee 2	7/1/2009	520	520	520	520	520	520
Part Time Employee (half time)	7/1/2009	260	260	260	260	260	260
Temporary Employee (650 hrs.)	1/1/2010 – 9/30/2010	0	0	130	130	130	0
<i>Quarterly Recovery Act Funded Hours Worked</i>		1300	1300	1430	1430	1430	1300
<i>Full-Time Schedule (40 Hrs/Week x 13 Weeks)</i>		520	520	520	520	520	520
Quarterly FTE		2.50	2.50	2.75	2.75	2.75	2.50

The calculation for the Quarterly FTE in the first reporting quarter would be completed as:

$$\frac{\text{Total Number of Hours Worked and Funded by Recovery Act within Reporting Quarter (1300)}}{\text{Quarterly Hours in a Full-Time Schedule (520)}} = \text{FTE}$$

Using the Quarterly FTE's from the completed FTE Table(s), please provide the total number of jobs created and retained for your organization:

Number of Jobs Created:

Number of Jobs Retained:

Rider C
**Section 1512 of the American Recovery and Reinvestment Act of 2009, Public Law
111-5 – Vendor Reporting Form**

*This form is subject to change based on final Federal Requirements
Revised 12-2010

8. **Description of Jobs Created and Retained**
Provide a narrative description of the employment impact of the Recovery Act funded work on your organization. This narrative should be cumulative for each calendar quarter and at a minimum, address the impact on your workforce. At a minimum, the recipient shall provide –
- a. A brief description of the types of jobs created and jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories your existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and
 - b. A job cannot be reported as both created and retained.

9. **Additional Employment Related Impacts**
Provide an estimate and narrative description of additional employment related activities supporting the ARRA purposes of preserving and creating jobs and promoting economic recovery that did not result in the creation or retention of jobs as defined in question 7 'Number of Jobs'.

