



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

Andrew M. Cuomo
Governor

Sheila J. Poole
Acting Commissioner

REQUEST FOR PROPOSALS

**New York City Summer Transition Program
for Legally Blind Youth**

RFP Release Date: November 5, 2014

Proposal Due Date: December 10, 2014



IMPORTANT PREQUALIFICATION REQUIREMENT FOR ALL APPLICANTS

The State of New York has implemented a new statewide prequalification requirement designed to facilitate prompt contracting for all vendors. Interested vendors are asked to submit commonly requested documents and answer frequently asked questions once. The application requests organizational information about vendor's capacity, legal compliance, and integrity. To learn more about prequalification, visit the Grants Reform website <http://www.grantsreform.ny.gov/Grantees>

The following steps must be taken in order for applicants to prequalify:

- Download a copy of the Registration Form on the Grants Reform website; <http://www.grantsreform.ny.gov/Grantees>. After reviewing the instructions for submission, the form must be signed by an authorized representative of your organization and notarized, and must be sent to the State Division of Budget for review/approval.
- After submitting a completed Registration Form you will be provided with a User ID allowing you to gain access to the Grants Gateway.
- Access the Grants Gateway by clicking here: https://www.grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx and begin your Prequalification Application.
- Applicants who already submitted registration materials and received their user credentials can begin to upload documents into the Document Vault and complete their online Prequalification Questionnaire.
- As you fill out the Prequalification Questionnaire, refer to the Grants Gateway training materials and resource links on the "Grantees" section of the Grants Gateway website. If you still have questions, contact your state agency program contact, or post your question to GrantsReform@Budget.ny.gov and someone will get back to you quickly with a response.
- Applicants are strongly encouraged to begin prequalification the process as soon as possible as this will be a requirement before contract execution.



New York State Office of Children and Family Services

New York City Summer Transition Program for Legally Blind Youth

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Proposal Submission:

See Section 2.2 Proposal Submittal Process/Application Documents

The New York State Grants Gateway will serve as the primary outlet for state agencies to post upcoming and available funding opportunities. Please reference Section 2.2 below for additional submission information.

Note:

Throughout this document the terms “proposal” and “application” are used interchangeably.

Timetable of Key Events:

<u>Event:</u>	<u>Date:</u>
Request for Proposals Release	11/05/2014
Submittal of Question Deadline	11/14/2014 3:00 pm EST
Posted Date of Answers	11/25/2014
Proposals Due	12/10/2014 3:00 pm EST
Award Announced (Tentative)	01/14/2015
Contract Start Date (Projected)	05/01/2015

Inquiries:

From the issuance of this Request For Proposal (RFP) until contractors are selected, all contacts with the New York State Office of Children and Family Services personnel, except as otherwise specified herein, concerning this RFP must be made through Roger T. Gray, 518-474-7769 or via email at Roger.Gray@ocfs.ny.gov with “New York City Summer Transition Program for Legally Blind Youth Inquiry” in the subject line.

Mr. Roger T. Gray
Director, Bureau of Program Evaluation, Support and Business Services
NYS Office of Children and Family Services, Commission for the Blind
52 Washington Street
South Building – Room 201
Rensselaer, New York 12144
Fax Number: 518-486-5819

Section One.... BACKGROUND

NOTE: PREQUALIFICATION REQUIREMENT

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for proposals to be evaluated. Information on these initiatives can be found on the [Grants Reform Website](#). Complete information on Prequalification is available in Section 1.8 Contract Readiness, of this RFP.

1.1 Introduction

The State of New York has decided to participate in the provision of services pursuant to the Federal Vocational Rehabilitation Act of 1973, as amended, and has through its designated state agency, the Office of Children and Family Services, Commission for the Blind (NYSCB), received approval from the federal Rehabilitation Services Administration for a comprehensive State Plan for Vocational Rehabilitation and Supported Employment Services as set forth in 34 CFR Part 361, Subpart B, Section 361.10, of the Act.

The New York State Office of Children and Family Services' Commission for the Blind (NYSCB) is the state entity designated to provide services to New Yorkers who are legally blind. NYSCB is looking to provide a New York City Summer Transition Program for Legally Blind Youth prior to their sophomore or junior year in high school. The program will focus on skills including orientation and mobility, vision rehabilitation therapy, assistive technology and social work counseling. Youth will also participate in social skills development, recreational activities, and career development courses designed to help identify potential career interests and opportunities and develop work-readiness skills.

1.2 OCFS Statewide Considerations

The Office of Children and Family Services' (OCFS) mission is to serve New York's public by promoting the safety, permanency and well-being of our children, families and communities. OCFS effectuates results by setting and enforcing policies, and building partnerships at the federal, state, county and community levels which impact practice. This program is being developed in New York City as many families of the youth NYSCB staff work with in New York City live at or near the poverty line and their children who are blind have little opportunity to participate in recreation activities, have little exposure to various jobs and limited opportunity to live away from home and develop needed adaptive skills. OCFS funding investments assist communities to create and/or enhance the provision of quality services in the areas of child welfare, juvenile justice, adult protective, and services for the blind. NYSCB intends to award one contract in response to this RFP.

1.3 Purpose and Funding Availability

The purpose of this procurement is to provide a New York City Summer Transition Program for legally blind youth prior to their sophomore or junior year in high school. The program is to increase orientation and mobility skills; provide daily living skills, technology training and social work counseling. Youth will also participate in social skills development, recreational activities, and career development courses designed to help identify potential career interests and opportunities and develop work readiness skills.

NYSCB intends to award one contract totaling approximately \$200,000 per year in response to this Request For Proposals (RFP). NYSCB will sponsor up to 20 students annually. Payments for these services will be according to the fee schedule stipulated in Attachment D and NYSCB's approval of achieved outcomes.

OCFS reserves the right to place a monetary cap on the funding amount made in each contract award.

1.4 Term of Contract

The contract awarded in response to this RFP will be for five years with an anticipated start date of May 1, 2015 and end date of April 30, 2020. Terms and conditions of a multi-year contract can be found in the State Of New York Master Contract For Grants and Attachment A-1 documents, located in [Section Five: Contract Documents](#).

1.5 Eligible Applicants

Applications will be accepted only from incorporated not-for-profit organizations doing business in one of the five New York City boroughs (Manhattan, Brooklyn, Queens, Bronx or Staten Island) with a minimum of three (3) years' experience providing vocational rehabilitation services to legally blind adults and teens, and which has an established relationship with a college or university in one of the five New York City boroughs. An established agreement must be confirmed in writing from the college or university on its letterhead, agreeing to provide the activities described in this RFP.

Applicants must demonstrate that they are a responsible bidder, that they meet the minimum staffing qualification(s) and have passed all the pass/fail requirements listed in Section 2.3.1. Staff qualifications are listed in Section 2.

The OCFS will only contract with organizations whose governing board (board of directors) includes a minimum of five (5) members. 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. OCFS believes that a five member (or more) board shows that the organization has a broad base of community support, and enhances the ability of the board to comprehensively oversee the functions and activities of the organization. It also protects against the problem that can arise when a board member unexpectedly leaves the board, as the Non-for-Profit Corporation Law requires that a non-for-profit corporation have at least three board members. OCFS believes these additional 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. The applicant must attach minutes and attendance lists from the organization's last three board of directors meetings.

The Applicant must be registered in the Data Universal Numbering System (DUNS) and include the DUNS number on the application cover page.

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 [Section Five: Contract Documents](#). 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.

1.7 Executive Order Number 38 – Limits on State-Funded Administrative Costs & Executive Compensation

On January 18, 2014 Governor Andrew M. Cuomo issued Executive Order Number 38 "Limits on State-Funded Administrative Costs & Executive Compensation," which requires that state agencies establish limits on state reimbursement of administrative and executive compensation costs for contracts and programs that provide direct services to clients. Contracts, payment requests and reporting must comply with this Executive Order. The Executive Order can be found at the following website address:

<https://www.governor.ny.gov/executiveorder/38>

1.8 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; awardees will need to be available and prepared to respond within required timeframes. If selected, awardees may be required to travel to Rensselaer for contract development and will be expected to cover the costs of that travel. Awardees who cannot meet prescribed timeframes for contract development and/or signature will, at OCFS's discretion and barring extenuating circumstances, lose funds awarded.

Prior to submitting an application for funding, applicants are responsible for various verifications that validate their capacity and organizational authority to receive public funding and operate as a not-for-profit corporation in the State of New York, or both. These verifications include prequalification in the [New York State Grants Gateway System \(GGS\)](#). Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for proposals to be evaluated. Information on these initiatives can be found on the [Grants Reform Website](#).

Proposals received from not-for-profit applicants that have not Registered and are not Prequalified in the Grants Gateway on the proposal due date and time listed at the beginning of the RFP cannot be evaluated. Such proposals will be disqualified from further consideration.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual](#) on the Grants Reform Website details the requirements and an [online tutorial](#) are available to walk users through the process.

1) Register for the Grants Gateway.

- On the Grants Reform Website, download a copy of the [Registration Form for Administrator](#). A signed, notarized original form must be sent to the Division of Budget at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.
- If you have previously registered and do not know your Username please email grantsreform@budget.ny.gov. If you do not know your Password please click the [Forgot Password](#) link from the main log in page and follow the prompts.

2) Complete your Prequalification Application.

- Log in to the [Grants Gateway](#). **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Proposal.
- Specific questions about the prequalification process should be referred to your agency representative or to the Grants Reform Team at grantsreform@budget.ny.gov.

3) Submit Your Prequalification Application

- After completing your Prequalification Application, click the **Submit Document Vault Link** located below the Required Documents section to submit your Prequalification

Application for State agency review. Once submitted, the status of the Document Vault will change to *In Review*.

- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this opportunity.

Recipients of grants must also be registered in the New York Statewide Financial System (SFS) Central Vendor Registry File and provide their Identification Number at the time of contracting. To register and for additional information on the Vendor File, visit:

http://www.osc.state.ny.us/vendor_management/index.htm

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 the Vendor Responsibility requirements as outlined below. To determine the status of your Charities Registration information, contact: http://www.charitiesnys.com/RegistrySearch/show_details.jsp?id

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.

1.10 New York State Contract System (NYSCS) – M/WBE Compliance Reporting

The Empire State Development Corporation (ESDC) launched a comprehensive web portal known as the New York State Contract System (NYSCS) <https://ny.newnycontracts.com>. This website was developed to facilitate New York State's Minority- and Woman-Owned Business Enterprise (M/WBE) initiatives as set forth in Article 15-A of Executive Law. NYSCS offers tools that can be used by businesses, as well as New York State Agencies, to expand the role of minority- and women-owned businesses in the economic activities of New York State. This website contains:

- A Directory of all Certified Minority- and Women-Owned Businesses. This database is designed to allow end-users the capability to search for M/WBE vendors in a variety of ways; for example, by region, product type, product category or name.
- A portal to be used by Agencies and Businesses at the prime and sub-prime level to record, monitor and report M/WBE goal attainment in state funded contracting. (The NYSCS allows only the reporting of money spent with Certified M/WBEs.)
- Links to the latest bid and grant opportunities from state agencies, authorities and state universities.
- Information on the Empire State Development Corporation and the Governor's M/WBE Program.

Vendors interested in doing business with New York State agencies are encouraged to familiarize themselves with this resource before the contracting process begins since it contains the information needed to identify Certified M/WBEs required for compliance.

Section Two.... GENERAL REQUIREMENTS / INSTRUCTIONS

2.1 Desired Outcomes and Program Requirements

The purpose of this program is to provide a summer residential experience in a college campus setting for legally blind individuals between the ages of 14 and 18 to assist participants in refining their independent living, orientation and mobility, technology, career and social skills. The individuals must live in a supervised dormitory setting on a college campus and travel each day to a setting where they will refine independent living and travel skills, and participate in specialized career development courses designed to help identify potential career interests and opportunities and develop work readiness skills such as resume preparation, interviewing techniques and workplace etiquette.

Identification of Annual Service Period: No later than April 30th of each year of the agreement resulting from this RFP, the successful bidder and NYSCB will agree on the dates of the four week service period of the New York City Summer Transition Program for Legally Blind Youth for the coming summer. The four weeks must be consecutive. The program will run from Sunday evening through Friday afternoon each week.

Location of Services: The Summer Transition Program for Legally Blind Youth must provide daytime classes at the successful bidder's facility or at the university or college campus, and overnight residence in a dormitory on the university or college campus, in one of the five New York City boroughs (Manhattan, Brooklyn, Queens, Bronx or Staten Island).

University or College Affiliation: The successful bidder must have an agreement in writing with a college or university in one of the five New York City boroughs (Manhattan, Brooklyn, Queens, Bronx or Staten Island) permitting the use of dormitory space for up to 20 legally blind teens and for use of the campus facilities, including but not limited to the library and gymnasium, for four weeks (five days and five nights/week; Sunday evening through Friday afternoon, each week) in July and/or August, for the five year period of the contract resulting from this RFP.

Types of Services: Participants in the Program will only be those individuals referred to the successful bidder by NYSCB. The Program must provide for integration of the classroom instruction into the campus and dormitory setting of the affiliated college or university in the afternoon and evening. Instruction must include, but not be limited to, the following:

Basic Skills Instruction

- Instruction must address orientation and mobility training, acclimating the student to the college setting (e.g. in the dormitory and around the campus), familiarizing the student with the resources available in the college setting, and assistance in utilizing the resources of the college setting;
- Instruction in adaptive technology and computer use; and
- Instruction in classroom skills such as note taking, writing and library skills.

Social Life & Self-Care Skills

- The Contractor must emphasize integrating what the student learns each day into his/her life at the dorm each evening, including, but not limited to:
 - Care of the dorm room;
 - Doing the laundry;
 - Grooming & self-care;
 - Refinement of table manners while dining in the dorm's cafeteria or in a restaurant;
 - Other skills necessary to facilitate the student's successful integration into college life.

Career Preparation Activities

- The Contractor must conduct field visits with the students to different work sites throughout New York City to provide occupational information and to develop interviewing skills.
- The field visits should be based on the interests and occupational preferences of the participants and, whenever possible, should include visits to individuals who are legally blind and engaged in these occupations.

Socialization/Recreational Activities

- Contractor staff must arrange for and accompany students on evening activities.
- The program should emphasize, at a minimum, shopping at a local store, utilizing the dorm's athletic facilities in a way that fosters both individual independence and integration and socialization in the community among blind teens and non-disabled individuals. These activities should revolve around common interests such as sports, movies or concerts and may take place anywhere in New York City.
- The residential dormitory environment allows many students to become independent for the first time. The successful bidder must involve all students in planning each evening's activities as a means of fostering social interaction and decision-making.

Housing and Residential Supervision: The successful bidder must provide housing in a dormitory at the affiliated college or university for a maximum of 20 legally blind students each year. Students must be assigned to single-gender rooming arrangements. Rooms must house no more than two students per room. Contractor staff must remain overnight in the dormitory, and one staff member must remain awake and on duty each night in case of emergencies.

Transportation: Transportation must be provided on a daily basis by the successful bidder between its facility and the college or university dormitory. The successful bidder is not responsible for the student's transportation to and from the program each week.

Referrals: The successful bidder agrees to accept up to 20 legally blind students referred from NYSCB for the New York City Summer Transition Program for Legally Blind Students. If, after commencement of the program, the successful bidder determines that a referred student is incapable of benefiting from the program, the successful bidder may not refuse services or terminate the student's participation in the program without first contacting the NYSCB District Office that referred the student and obtaining approval from NYSCB that termination of the student from the program would be appropriate.

Staff Qualifications: No later than ten days from the date the successful bidder changes staff during the period of the agreement, the successful bidder must submit curriculum vitae for all staff providing services under the terms of the agreement to the NYSCB Coordinator of Children and Transition Services.

All members of the successful bidder's staff who provide services under the agreement must have a minimum of one year's experience working with legally blind children or teens. For all instructional areas, the successful bidder's staff must be certified in their areas of instruction or have a minimum of two years of relevant instructional experience.

Medical & Safety: The proposal must include a comprehensive plan for protecting health and safety of all students referred by NYSCB. This plan must include:

- The accident/emergency response protocols that will be in place, including on call/after-hours medical services;
- How an individual student's medication will be stored securely and distributed, when required;
- Current medical history for each student, including the student's immunization record, the student's physician's name, address and telephone number, identification of the student's medical conditions, restrictions and limitations, emergency contact information, and special needs or diets;
- Procedures for providing basic first aid and handling medical emergencies;
- Procedures for documenting all health-related incidents involving students and staff in a medical log, including medical complaints and injuries. The Contractor's Program Director or designee must review the medical log daily for any commonly occurring injuries or illness to identify potential hazards or illness outbreaks at the program;
- A plan for responding to an outbreak of communicable diseases; and
- Emergency procedures and fire drills.

By June 1 of each year, all staff and volunteers participating in the summer transition program must be cleared through the New York Sex Offender Registry and names and clearance status must be submitted to the NYSCB Coordinator of Children's and Transition Services.

The Program Director must designate an individual to supervise health at the Summer Transition Program. This individual may perform other duties for the program as well, but must maintain a medical notebook and maintain medical histories for all students. The Medical Notebook must contain: a Daily Log documenting medical incidents or complaints, a Medication Log with information when medicine is taken, and a list of emergency numbers.

Reporting Requirements: Upon conclusion of each annual session, the successful bidder must submit a written Program Summary Report to the NYSCB Coordinator of Children and Transition Services. The Program Summary Report shall contain, at a minimum: (1) the dates of the program; (2) a summary description of the program activities for the period; (3) the names of all participants; (4) a brief, individualized summary of each participant's involvement in the program, new skills attained and recommendations for future training.

Cost/Reimbursement: NYSCB will sponsor up to 20 students to the program each year of the five year contract. The bidder must propose an annual per student outcome-based cost to NYSCB for delivery of the New York City Summer Transition Program for Legally Blind Students. The proposed cost will be for each year of the five-year term of the contract resulting from this RFP. This must cover all program costs in the bidder's proposal. Students who complete a minimum of ten days of the program will be counted as a successful completion.

The successful bidder will be paid annually upon completion of the project year. The payments will be as follows:

The Contractor will be reimbursed for all completed outcomes authorized by NYSCB upon receipt and approval by the NYSCB district office of a properly completed NYSCB Case Service Voucher in a form acceptable to OCFS and OSC with all required reports attached.

No charges for services rendered under the New York City Summer Transition Program for Legally Blind Youth may be requested or accepted by the successful bidder from the student or the student's family.

2.2 Proposal Submittal Process

All applicants must be registered with the [New York State Grants Gateway System \(GGS\)](#) and all **Not-for-Profit agencies must be prequalified prior to proposal submittal. Municipalities must be registered but not prequalified prior to proposal submittal.** Please refer to Section 1.8.

If you are not already registered: REGISTER WITH THE GRANTS GATEWAY – Registration forms are available at the **GGS** website: www.grantsreform.ny.gov.

- Include your SFS Vendor ID on the form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the website).
- All registration must include an Organization Chart in order to be processed.
- When you receive your login information, log in and change your password.

If you are an applicant, and have problems complying with this provision, please contact the **GGS** help desk via email: helpdesk@agatesoftware.com -- **OR** -- by telephone: 1-800-820-1890.

Proposal Due Date

Submit four (4) sets of your Proposal, two (2) with original signatures and notarization of documents where indicated in the RFQ, via mail or personal-delivery to:

Mr. Roger T. Gray, Director
Bureau of Program Evaluation, Support and Business Services
Commission for the Blind
NYS Office of Children and Family Services
52 Washington Street – South Building (Room 201)
Rensselaer, NY 12144-2796

Attn: RFP – New York City Summer Transition Program for Legally Blind Youth

NOTE: Use of the “Application Checklist” will aid in assuring that all required forms are included. Submit the Checklist with the Proposal, inserting it just after the Application Cover Page.

Proposals must be received at OCFS/NYSCB no later than 3:00 p.m. EST on Wednesday, December 10, 2014. Fax and e-mail submissions will **not** be accepted.

Required Documents

The required documents consist of:

- Application Cover Page (pages 35-36)
- Application Checklist (page 37)
- Proposed Cost per Outcome and Program Plan/Narrative (page 38)
- Proposed Budget (**See Section 2.16 below for Instructions - Use Separate Interactive PDF Document to complete the Proposed Budget**)
<http://ocfs.ny.gov/main/Forms/Contracts/2014%20Grant%20RFP%20Interactive%20Budget.pdf>
- Use of New York State Businesses in Contract Performance:
<http://ocfs.ny.gov/main/Forms/Contracts/OCFS-2116%20Encouraging%20Use%20of%20New%20York%20State%20Businesses%20in%20Contract%20Performance.dot>
- Project Staffing Plan (Page 39)

Documents can be found at the end of this RFQ.

2.3 Selection Criteria

This program must be located at a college or university in **one of the five New York City boroughs (Manhattan, Brooklyn, Queens, Bronx or Staten Island)**.

All proposals will be reviewed for pass/fail requirements (see section 2.3.1 below). All proposals which pass, based on the pass/fail criteria, will then be scored on the basis of 30 percent for total cost, 40 percent for service description, 15 percent for organizational experience, 5 percent for transportation plans, and 10 percent for staff qualifications as defined in Section 2.3.2. Those scores will be added together as an overall best value score. In the event of a tie, the tie breaker will be the lowest total cost for the program.

Only items listed in the pass/fail criteria are mandatory. The proposal should also include items that are described as those which must be included, but which are not pass/fail criteria. The omission of the non-pass/fail criteria will be scored and may result in a reduction of points being awarded for that evaluation category.

2.3.1 Pass/Fail Criteria

The following items must be included in the bid and will be rated on a pass/fail basis. All items must ‘pass’ for the proposal to advance for further review.

- a) All required documents must be received in NYSCB by the 3:00 pm EST on December 10, 2014 submission deadline.
- b) Affiliation with College or University: The proposal must include a written statement on college or university letterhead, signed by an official of the college or university, confirming the relationship between the bidder and the college or university which will allow the delivery of services as described in Section Two herein. The college or university must be located in one of the following counties: Manhattan, Brooklyn, Queens, Bronx or Staten Island.
- c) The bidder must clearly explain the housing arrangement for the students, and all-night supervision standards which, at a minimum, meet the requirements set forth in Section 2.1.
- d) The Application Cover Page Agreement must be signed by an authorized signatory of the agency.
- e) The Board of Directors Profile must contain a minimum of five (5) board members. All board members should be listed on the Board of Directors Profile.
- f) The bidding organization must be eligible to apply, as defined in Sections 1.5.
- g) The bidder’s authorized signatory has signed all relevant documents.

- h) Vendor Responsibility Questionnaire must be completed on-line through the New York State VendRep System or by paper copy.
- i) A copy of the bidder's most recently issued independently audited financial statement.
- j) The organization's Articles of Incorporation must be included with the application/proposal.

2.3.2 PROPOSAL EVALUATION AND SCORING

Reasonableness and Justification of Cost (30 Points Maximum)

- a) The basis for the Cost Proposal evaluation rankings will be the total cost offer as proposed by the bidder. The cost offer will be evaluated on a ratio basis with the lowest priced proposal awarded the maximum total of 25 points. The remaining proposals will receive a proportional number of evaluation points based on the ratio of the proposal's Total Cost to the lowest Total Cost, as per the following formula:

$$(Lowest\ Cost\ Offer / Cost\ Offer\ of\ Proposal\ Being\ Scored) * 25\ points$$

Total cost for the program will be based on the proposed per student outcome cost times 20 students annually for five years.

- b) Proposed budget: Proposal budgets must demonstrate a clear relationship between funds requested and the program activities and objectives. The proposal budget must include sufficient funds to operate the program successfully. (5 points maximum, Excellent = 5, Acceptable = 3-4, Poor = 1-2, Unacceptable = 0)

Project Plan (40 Points Maximum)

Points will be awarded according to the following rating criteria, using the specific points indicated in each evaluation category:

Excellent: All required items have been addressed in a clear, concise and complete manner and if any encouraged items are applicable, at least one such item has been included. Required supporting documentation is included and complete. Required timelines have been provided and meet the required dates.

Acceptable: All required items have been addressed with minimal information supplied. Supporting documentation has been provided as required, required timelines have been provided and the required dates have been met.

Poor: Not all required items are addressed, and/or information provided is unclear or incomplete, and/or supporting documentation is unclear or incomplete. Required timelines have been provided and meet the required dates.

Unacceptable: Information is missing, supporting documentation is missing and required timelines are not included or do not meet the required dates.

Proposals will be rated by a Review Team using the following criteria:

- a) Basic Skills Instruction: Does the proposal provide a thorough description of the bidders plan for training and instruction as defined in Section 2.1? (7 points maximum, Excellent = 6-7, Acceptable = 3-5, Poor = 1-2, Unacceptable = 0).
- b) Social Life and Self-Care Skills: Does the proposal provide a thorough description of the training that will take place in the college or university setting, demonstrating a clear relationship between the facility-based instruction and the college or university instruction as defined in Section 2.1? (7 points maximum, Excellent = 6-7, Acceptable = 3-5, Poor = 1-2, Unacceptable = 0).
- c) Career Preparation Activities: Does the proposal integrate interesting and purposeful career preparation activities into the training, as defined in Section 2.1? (7 points maximum, Excellent = 6-7, Acceptable = 3-5, Poor = 1-2, Unacceptable = 0).
- d) Socialization/Recreational Activities: Does the proposal provide a plan for social activities that will foster student independence and self-confidence in a safe and supportive context, as defined in Section 2.1? Does the proposed plan include dormitory activities as well as on-

campus and off-campus activities? (5 points maximum, Excellent = 4-5, Acceptable = 2-3, Poor = 1, Unacceptable = 0)

- e) Housing Requirements: Does this proposal meets the housing requirements for the students, and the all-night supervision standards set forth in Section 2.1 of the RFP? (7 points maximum, Excellent = 6-7, Acceptable = 3-5, Poor = 1-2, Unacceptable = 0).
- f) Medical and Safety: Does the proposal provide a plan for protecting the health and safety of the students referred by NYSCB? (4 points maximum, Excellent = 4, Acceptable = 2-3, Poor = 1, Unacceptable = 0)
- g) Innovative Approaches: Does the proposal offer any innovative approaches to the above services? (3 points maximum, Excellent = 3, Acceptable = 2, Poor = 1, Unacceptable = 0)

Organizational Experience (15 Points Maximum)

Having met the Eligible Applicant minimum qualifications as defined in Sections 1.5 and 2.1:

- a) Does the bidder's organizational experience exceed the minimum qualifications in a way that is relevant to this project? (10 points maximum, Excellent = 8-10, Acceptable = 4-7, Poor = 1-3, Unacceptable = 0).
- b) Does the college or university have experience providing services or programs to legally blind students in a way that is relevant to this project? (5 points maximum, Excellent = 5, Acceptable = 3-4, Poor = 1-2, Unacceptable = 0).

Transportation (5 Points Maximum)

The proposal must clearly describe how students will be transported safely from the dorm to the contractor's facility and back when necessary, as defined in Section 2.1. (5 points maximum, Excellent = 4-5, Acceptable = 2-3, Poor = 1, Unacceptable = 0).

Staff Qualifications (10 Points Maximum)

The proposal must clearly describe the qualifications of the staff members who will be involved in this project, as defined in Section 2.1. Does the staff meet or exceed the required qualifications? If the bidder does not yet have staff in place for this service, do the qualification descriptions for proposed staff meet or exceed the required qualifications? (10 points maximum, Excellent = 8-10, Acceptable = 5-7, Poor = 1-4, Unacceptable = 0).

2.4 Questions and Answers

Potential bidders are encouraged to submit written questions to OCFS/NYSCB via fax, mail or e-mail no later than **3:00 PM EST on Friday, November 14, 2014**. Questions must be submitted to Roger T. Gray with "New York City Summer Transition Program for Legally Blind Youth Inquiry" in the subject line.

Mr. Roger T. Gray
Director, Bureau of Program Evaluation, Support and Business Services
NYS Office of Children and Family Services, Commission for the Blind
52 Washington Street
South Building – Room 201
Rensselaer, New York 12144
Fax Number: 518-486-5819

E-mail: Roger.Gray@ocfs.ny.gov

NYSCB will send an official written response to all questions. The official written response will also be posted to the OCFS On-line Bidders List site, <https://apps.ocfs.ny.gov/obl/> and to the Grants Gateway System site: <http://www.grantsreform.ny.gov> on **November 25, 2014**.

2.5 Contractor Employee and Volunteer Background/Confidentiality Non-Disclosure Agreement Forms

OCFS is responsible for maintaining the safety of the youth in its care. State law requires that any client identifiable information be kept confidential. Any contractor who will provide goods and/or services to a residential facility or programs operated by OCFS must 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 complete and sign the [Contractor Employee and Volunteer Background Certification – \(OCFS-4716\)](#) and [Confidentiality Non-Disclosure Agreement – \(OCFS-4715\)](#) forms. These forms must be completed before any such employees and/or volunteers are permitted access to youth in care or custody of OCFS, and/or any financial and/or client identifiable information concerning such youth. **The forms should be completed after the bidder has been awarded funding, during the contract development, and only if applicable.** For additional information see Attachment A-1, Section 3b. [“Confidentiality and Protection of Human Subjects,” located in Section Five: Contract Documents – Attachment A-1, Agency Specific Terms and Conditions.](#)

2.6 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.

2.7 Federal Requirements

See Attachment A-2, Federally Funded Grants, for federally funded opportunities.

Attachment A-2, Federally Funded Grants is [located in Section Five: Contract Documents.](#)

2.8 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 online through the New York State VendRep System Questionnaire, or through a paper copy of the Vendor Responsibility Questionnaire. OCFS will review the information provided before making an award.

OCFS reserves the right to reject any proposal, if in the sole discretion, 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.

Enrolling and completing the questionnaire online through the New York State VendRep System is the best method because both the questionnaire and answers are stored in the system. Thus, subsequent questionnaires in response to contracts or Request For Proposals from any state agency would only need to be updated in the system.

To access or enroll in the VendRep System, or update your existing online questionnaire click here: [Online Questionnaire](#). Questionnaires in the VendRep System that have been completed in the last six months in response to contracts or bid announcements do not need to be updated. If the vendor is using the hardcopy notarized questionnaire, then it also has to be current within six months of the due date of the proposal.

Vendors opting to complete a paper questionnaire, can access the questionnaire by clicking the following link: [Paper Questionnaire](#). Please note that there are separate Vendor Responsibility Questionnaires depending on the contractor status. The Vendor Responsibility Questionnaire – Not- For Profit Business Entity form must be used by not-for-profit vendors, and the Vendor Responsibility Questionnaire – For Profit Business Entity form must be used by for-profit vendors

Vendors are also encouraged to have subcontractors file the required Vendor Responsibility Questionnaire online through the New York State VendRep System. These subcontractors are required to submit a questionnaire when the value of the subcontract is \$100,000 or more.

Prior to executing a subcontract agreement, the contractor needs to agree to provide the information required by OCFS, to determine whether a proposed subcontractor is a responsible vendor.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor Identification Number or 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 ciohelpdesk@osc.state.ny.us.

The New York State VendRep System offers the following benefits:

- Ease of completion, filing, access to and submission of the 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 updating only those responses that require change from the previously saved questionnaire. (As opposed to a paper copy where a new questionnaire is required each time there is a change.)
- The stored questionnaire information eliminates the need to re-enter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery and filing.
- Online questionnaire information is secure and accessible to authorized vendor users only. State agencies can only view certified and finalized questionnaires.
- VendRep question prompts ensure that the correct forms are completed.
- The VendRep OnLine System contains links to all definitions of the terms used in the questionnaire.

Note: All Vendor Responsibility Questionnaires must be dated within six months of the proposal due date. Any subcontractors under that proposed contract must also complete a Vendor Responsibility Questionnaire when the value of the subcontract is projected to be \$100,000 or more for the contract term. Refer to Section 2.8 for information about general Vendor Responsibility Questionnaire Requirements and the automated New York State VendRep System.

2.9 Workers' Compensation Law

New York State Workers' Compensation Law (WCL) and Section 142 of the State Finance Law requires that businesses contracting with New York State HAVE and MAINTAIN workers' compensation and disability insurances. In the event that an award is made from this RFP, updated proof of coverage must be submitted during contract development. Failure to submit the proof will delay the contract development process. Please note that the OSC has determined that municipalities are not required to show proof of coverage.

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a state contract submit appropriate proof of coverage to the state contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage. The forms can be accessed at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund ; or
- **Form SI-12** – Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a state contract must submit appropriate proof of coverage to the state contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage. The forms can be accessed at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

2.10 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 State proceeds with implementing the new Statewide Financial System (SFS), 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 exactly the contractor name and address contained in the contractor's contract with the 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 exemptions 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 requirements, including forms and contacts for questions, can be found at the following links:

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

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/> (Guide to Financial Operations)

2.11 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 and the Contract Developers, Contract Signatories and Claim Signatories appear in relation to the Board of Directors and the organization as a whole. **Please update this document in Grants Gateway Document Vault.**

2.12 OCFS Rights

OCFS reserves the right to:

1. Place a monetary cap on the funding amount made in each contract award.
2. Change any of the schedule dates stated in this 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 that 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 contracts 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 bidder's references, with regard to the applicant's 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.

2.13 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2014" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

During the term of the contract, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for

by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the contractor in default.

OCFS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

2.14 Encouraging Use of New York State Businesses in Contract Performance

The “Encouraging Use of New York State Business Form” is to be used in all solicitations that will involve subcontractors or suppliers. This form is intended to capture statistical data to support the state’s initiative to encourage contractors to utilize New York State businesses when they have subcontracting opportunities or need to purchase supplies. This form is **located at:** <http://ocfs.ny.gov/main/Forms/Contracts/OCFS-2116%20Encouraging%20Use%20of%20New%20York%20State%20Businesses%20in%20Contract%20Performance.dot>.

2.15 Program Plan/Narrative Instructions

The Program Plan/Narrative Describes the Overall Project Design

The purpose of the Project Plan is to provide a clear description of the expected outcomes for the proposed project services and the programmatic rationale for the proposed project budget. The project plan/narrative must be responsive to the desired outcomes identified in the RFP, and provide value to the OCFS mission. OCFS expects that all project services funded by this initiative will be designed to be culturally and linguistically competent and cost efficient. The project plan will be included in the contract document as Attachment C.

Describe how your New York City Summer Transition Program for Legally Blind Youth will meet the requirements set forth in this RFP, Part I, Section 2.1, paying particular attention to the following:

Proposed Project Plan/Narrative: Thoroughly describe how your program will meet the requirements set forth in this RFP, Section 2.1, paying particular attention to the following:

- a) **Basic Skills Instruction:** Provide a thorough description of the training and instruction as defined in Section 2.1.
- b) **Social Life and Self-Care Skills:** Provide a thorough description of the training that will take place in the college or university setting, demonstrating a clear relationship between the facility-based instruction and the college or university instruction as defined in Section 2.1.
- c) **Career Preparation Activities:** Describe how the proposal will integrate interesting and purposeful career preparation activities into the training, as defined in Section 2.1.
- d) **Socialization/Recreational Activities:** Describe the Socialization/Recreation activities that will help foster student independence and self-confidence in a safe and supportive context, as defined in Section 2.1.
- e) **Housing Requirement:** Explain how your proposal meets the housing requirements for the students, and the all-night supervision standards set forth in Section 2.1 of the RFP.
- f) **Medical and Safety:** Provide a plan for protecting the health and safety of the students referred by NYSCB.
- g) **Innovative Approaches:** Describe how your proposal will be innovative in providing these services.

Organizational Experience: Provide a summary of the organization’s history in delivering the proposed services. Describe the history of your organization and provide evidence that it has the capacity to successfully undertake this project. Describe how the management of your agency supports the proposal for this program. Provide evidence of your organization’s ability to hire and

maintain staff, to coordinate effectively with other agencies, and to maintain this program. Attach an organizational chart that shows how this program fits into the organization's goals and mission including the following specifics:

- a. The name and address of the organization and the address of its main place of business.
- b. The name and title of the organization's chief operating officer.
- c. The name, title, and telephone number of the individual submitting the proposal.

Transportation: Describe how the students will be transported safely from the dorm to the contractor's facility and back when necessary.

Staff Qualifications: Provide the name and title of staff who will have primary supervisory responsibility for conducting the services you propose to offer; provide a curriculum vitae for this individual. If no staff member currently exists for the position, describe the qualifications you will require to fill the position.

Please also provide the name and title of all other staff that will have a role in providing the services described in your proposal, and summaries of their education and experience.

2.16 Proposed Budget – AND – Budget Instructions

Use "Interactive Budget for Grant RFP" document to complete the Proposed Budget. Direct link to the Budget document:
<http://ocfs.ny.gov/main/Forms/Contracts/2014%20Grant%20RFP%20Interactive%20Budget.pdf>

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 Face Page and 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 **0.00** 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:

Personal Services 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 percent.
- 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 percentage 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.

Personal Services Salary Narrative: Give a brief description of the program related responsibilities of each staff position supported by the grant funds.

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 New York State Office of the State Comptroller's website at <http://www.osc.state.ny.us/agencies/abulls/a635.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, New York State Unemployment Insurance-SUI; New York State 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:

Contractual/Consultant Services

- Contractors must get prior written approval from OCFS for any agreement, or series of agreements, with a single subcontractor that exceeds \$50,000 or 50 percent of the contract value during the contract term. The contractor must receive such approval prior to executing the subcontract agreement, implementing any activity under its term, or expending contract funds under its term. Prior approval is also required for any cost or term amendment to approved subcontracts or as otherwise requested by OCFS.
- 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://www.osc.state.ny.us/agencies/travel/travel.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, including the following:

- 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.

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.
- OCFS bases travel reimbursements on the latest approved policies and rates set forth by the New York State Office of the State Comptroller (OSC).
- Approved mileage rates are updated on the OSC web page: <http://www.osc.state.ny.us/agencies/travel/travel.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.

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.

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.

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 10.00 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.

Administrative/Indirect Costs

OCFS will reimburse the federally approved indirect rate up to a maximum of ten percent of the grant award. Total administrative costs (indirect plus any direct charged administrative personnel, related fringes and non-personal services) are limited to ten percent of the grant award.

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.

Section Three.... CONTRACT POLICY INFORMATION

3.1 Minority- and Women-Owned Business Enterprises (MWBE) – Equal Employment Opportunity (EEO) - Requirements & Procedures

This section outlines contractor requirements and procedures for business participation opportunities for New York State certified Minority- and Women-Owned Business Enterprises (MWBE), and Equal Employment Opportunities (EEO) for minority group members and women.

New York State Executive Law (Article 15-A)

Pursuant to New York State Executive Law Article 15-A, the New York State Office of Children and Family Services (OCFS) recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBEs) and the employment of minority group members and women in the performance of OCFS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether M/WBEs had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of M/WBEs in state procurement contracting versus the number of M/WBEs that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified M/WBE Program. The recommendations from the Disparity Study culminated in the enactment and implementation of New York State Executive Law Article 15-A, (which requires, among other things, that OCFS establish goals for maximum feasible participation of New York State certified M/WBEs and the employment of minority group members and women in the performance of New York State contracts. In order to be recognized as a certified MWBE, a vendor must be for-profit and certified by the Empire State Development.

Business Participation Opportunities for M/WBEs – OCFS Established Goals

For purposes of this solicitation, OCFS hereby establishes an overall goal of 22.5 percent for M/WBE participation with a recommended breakdown of 9.5 percent for Minority-Owned Business Enterprises (MBE) participation and 13 percent for Women-Owned Business Enterprises (WBE) participation (based on the current availability of qualified MBEs and WBEs). It is expected that all Contractors make a good-faith effort to utilize M/WBEs when there is an opportunity to subcontract or purchase supplies to carry out a contract with OCFS.

A contractor must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract, and agrees that OCFS may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. This website (known as New York State Contract System – NYSCS) was developed to facilitate New York State's Minority- and Women-Owned Business Enterprise (M/WBE) initiatives as set forth in Article 15-A of Executive Law. NYSCS offers tools that can be used by businesses, as well as New York State Agencies, to expand the role of minority- and women-owned businesses in the economic activities of New York State. This website contains:

- A Directory of all Certified Minority- and Women-Owned Businesses. This database is designed to allow end-users the capability to search for M/WBE vendors in a variety of ways; for example, by region, product type, product category or name.
- A portal to be used by agencies and businesses at the prime and sub-prime level to record, monitor and report M/WBE goal attainment in state funded contracting. (The NYSCS allows only the reporting of money spent with Certified M/WBEs.)
- Links to the latest bid and grant opportunities from state agencies, authorities and state universities.
- Information on the Empire State Development Corporation and the Governor's M/WBE Program.

Vendors interested in doing business with New York State agencies are encouraged to familiarize themselves with this resource before the contracting process begins, since it contains the information needed to identify Certified M/WBEs, which is required for compliance.

For guidance on how OCFS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8 at the following website:

http://www.esd.ny.gov/MWBE/Data/122210_MWBE15-ARegs.pdf

In accordance with 5 NYCRR §142.13 (Provisions in Contracts; Violations), the contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the contract, such finding constitutes a breach of contract and OCFS may withhold or recover payment from the contractor as liquidated or other damages, as well as impose other such remedies as determined necessary. Such liquidated damages shall be calculated up to an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

Notice of Deficiency (Issued to Contractor if warranted by OCFS)

OCFS expects its contractors to demonstrate good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the establishment of M/WBE goals in accordance with agency standards and in the performance of the contract. This includes the contractor's requirement to properly document said efforts. OCFS will work collaboratively with contractors, whenever possible, to lend technical assistance to accomplish successful compliance with the requirements set forth in Article 15-A of the New York State Executive Law to minimize the need for punitive or other corrective actions.

However, when it is determined that no other recourse is possible, a **Notice of Deficiency** may be issued to the contractor. The issuance of a **Notice of Deficiency** may occur during contract development, prior to full execution of the contract, or at any point during the term of the contract. The determination of deficiency will be made by OCFS, following the review of information provided by the contractor.

If OCFS issues a **Notice of Deficiency**, the contractor must respond to the notice within seven (7) business days of receipt, by **submitting a written remedy to (NYS Office of Children and Family Services, Equal Opportunities and Diversity Development Unit, Room 205 South Building, 52 Washington Street, Rensselaer, NY 12144 – Attn: Affirmative Action Administrator)**. If the written remedy submitted is not timely or is found by OCFS to be inadequate, OCFS may notify the contractor of any inadequacies in the response. As a result, the contractor may be directed by OCFS to submit an [OCFS-4442 - M/WBE Request for Waiver Form](#) within seven (7) business days, requesting either a partial or total waiver of MWBE participation goals. Failure to file the Request for Waiver Form in a timely manner may be grounds for disqualification of the proposal or contract. Completed Request for Waiver Forms must be **signed and emailed to: mwbeinfo@ocfs.ny.gov**.

Please be advised that **there are no automatic waivers**. All requests for waivers will require **both the approval of OCFS and the Governor's Office**.

Required Documentation

By submitting this proposal, bidder/contractor agrees to complete and submit the following forms, documents and/or requested information, as required or applicable, as evidence of compliance with the foregoing. Once a contract is awarded, OCFS may disqualify a contractor as being non-responsive if the contractor fails to submit any of the below-noted three (3) forms/documents listed with an asterik (*), which are required during contract development; **OR**, if OCFS determines that the contractor has failed to document good faith efforts to comply with Article 15-A.

It is expected that all contractors make a good-faith effort to utilize Minority- and/or Women-Owned Business Enterprises (M/WBEs) when there is an opportunity to subcontract or purchase supplies to carry out a contract with OCFS.

- [OCFS-4629 - Project Staffing Plan Form](#) * (Submit with Proposal)
This form is to be completed by the bidder and submitted as part of their proposal identifying the anticipated work force to be utilized on the contract. Any modifications or changes to the Project Staffing Plan form after a contract is awarded must be reported on a revised Project Staffing Plan form, on a quarterly basis. **Submit with proposal to (Program contact name, division and bureau, address).** If there are no personal service dollars committed to the contract then the Project Staffing Plan form is not required.
- [OCFS-3460 – M/WBE – Equal Employment Opportunity Policy Statement](#) * (Applies to Contract Awardees ONLY)
This document is to be completed by the contractor and submitted to OCFS, pursuant to Article 15-A of the New York State Executive Law. OCFS-3460 is provided to contractors/subcontractors as a model Policy Statement and may be used if the contractor/subcontractor lacks an M/WBE-EEO Policy Statement that is acceptable pursuant to Article 15-A. The contractor/subcontractor has the option to use this model statement or create an appropriate M/WBE–EEO Policy Statement to be submitted to OCFS for approval. More information on the M/WBE-EEO Policy Statement can be found in the [MWBE Appendix](#). **Completed Document: To be signed and emailed to: mwbeinfo@ocfs.ny.gov.**
- [OCFS-4631 – Subcontracting/Suppliers Utilization Form](#) * (Applies to Contract Awardees ONLY)
This form is to be completed and submitted by the contractor during the contract development stage for the purpose of identifying anticipated M/WBE utilization and during the term of a contract to report actual M/WBE participation goals achieved. Contractors should attempt to utilize, in good faith, any MBE or WBE identified on the Subcontracting/Suppliers Utilization Form, during the performance of the Contract. **Completed Form: To be signed and emailed to: mwbeinfo@ocfs.ny.gov.**
 - [OCFS-4630 - Subcontractors and Suppliers Letter of Intent to Participate Form](#) (Applies to Contract Awardees ONLY)
This form is to be completed and submitted by the proposed M/WBE Subcontractor/Supplier during the contract development stage, **and attached** to the [OCFS-4631 – Subcontracting/Suppliers Utilization Form](#) for each certified M/WBE the contractor proposes to utilize as subcontractors, service providers or suppliers. If the MBE or WBE proposed for any 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 award, enter prime contractor information and enter “unknown” in the “subcontractor/supplier” section. **Completed form: To be signed and emailed to: mwbeinfo@ocfs.ny.gov.**
- [OCFS-4441 - M/WBE Quarterly Report Form](#) (Applies to Contract Awardees ONLY)
This form is to be completed and submitted by contractor within 15 days following the end of each applicable reporting quarter over the term of the contract, documenting the progress made toward achievement of the MWBE goals of the contract. **Completed Form: To be signed and emailed to mwbeinfo@ocfs.ny.gov.**

Equal Employment Opportunity (EEO) Requirements

By submission of this proposal, the bidder/contractor agrees with all of the terms and conditions of the State of New York Master Contracts for Grants, including Section IV. Additional Contractor Obligations, Representations and Warranties, J. Equal Opportunities for Minorities and Women;

Minority- and Women-Owned Business Enterprises and Appendix M/WBE. The contractor is required to ensure that any subcontractors awarded a subcontract over \$100,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "work") except where the work is for the beneficial use of the contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed (religion), color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Further, pursuant to Article 15-A of the New York State Executive Law (the "Human Rights Law"), all other state and federal statutory and constitutional non-discrimination provisions, the contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, national origin, sex, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

3.2 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.esd.ny.gov. For additional information and assistance, contact:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

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
633 Third Avenue
New York, New York 10017
Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/frontend/vendorsearchpublic.asp>

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

A directory of minority- and women-owned business enterprises is available on the internet at www.esd.ny.gov. 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 of New York.

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 M/WBEs, 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.

3.3 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 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's 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 that 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 that constitute 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.

Section Four.... GLOSSARY OF OUTCOME-BASED CONTRACTING TERMS

Fiscal Documentation: Documentation necessary for payment.

Grants Gateway: The New York State Grants Gateway went live on May 15, 2013, and serves as the primary outlet for State agencies to post upcoming and available funding opportunities.

Guide To Financial Operations (GFO): This website was created as the central storehouse of OSC policies, and is intended to replace individual OSC Bulletins. The GFO can be found at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp>.

Legal Documents: Legally required application/contract components.

Organizational Qualifications: The organizational characteristics and capacity (i.e. agency mission, past accomplishments/experience in serving the target population or in providing similar services to a different population, experience in collaborating with community agencies needed for program success, key people, and fiscal capability) that are likely to result in successful performance target attainment.

Baseline Estimate: The projected status of the target population without the proposed intervention. A baseline is the best estimate, using prior program experience, collected data, or research results, of what would happen to the target population without the program's intervention and its benefits. Projection should be numerical (# or %). A baseline estimate is required for each performance target.

Outcomes: The desired benefits or changes for the target population following their interaction with a program. These are the expected results or program intervention. Outcomes may relate to knowledge, skills, attitudes, behaviors or condition. Either the investor or provider may set them. (They are broader, more general than performance targets. They do not require numerical projection). In some instances the outcome may be a system change rather than an individual behavior change.

Performance Targets: Performance targets are the *measurable* verifiable improvements in the condition or behavior of program recipients that the provider expects to achieve *by the end of the contract period*. Targets are quantifiable and verifiable indicators of program performance. They contribute to the attainment of the desired outcomes for the target population. Attainment of several performance targets may be needed to indicate the achievement of a single outcome. Must include a description of the methods that will be used to verify target achievement.

Milestones: *Measurable interim* changes in the condition or behavior of the target population used to track whether the program is on course to achieve its performance targets. These are critical points of change or target population achievement that must occur to progress towards the performance targets. Must include a description of the methods that will be used to verify milestone achievements.

Program Budget: Definition of program expenditures and funding sources.

Program Description: Detailed explanation of the means (service model, plan or approach) the provider will use to achieve its performance targets and outcomes. This should include a description of the program's core features (i.e. the kinds of services provided, their intensity and duration, the essential elements, theoretical approach, delivery strategies, involvement of target population in planning, etc.).

Project Work plan: Steps to implement program -- Most relevant to new applicants or start-up.

Staffing Pattern: Identification of staff assigned to a program, whether or not paid through OCFS funds.

Target Population: The specific group of people (individuals, families, community members or certain instances, specified personnel or entity) that are the focus of change and who will directly interact with the program. In certain instances where the desired outcome is systemic change, the agency as a whole may be considered the target population.

Verification: Statement of methods used to verify performance target and milestone attainment and/or submission of actual documentation.

Vendor Responsibility: Compliance with New York State Finance Law and guideline provisions related to vendor integrity providing reasonable assurance that the potential contractor has the capacity to perform the requirement of the contract. This includes authority to do business in the state, capacity and performance in addition to aforementioned integrity.

Vision: OCFS Program Area statement of ideal end-state sought for a population (e.g. prevention of child abuse and neglect).

Section Five.... CONTRACT DOCUMENTS

The Contract Documents consist of the documents listed below. These documents are located in the **NYS Grants Gateway System (GGS)**:

http://grantsreform.ny.gov/sites/default/files/docs/nys_master_contract_for_grants_42913.pdf

1. Face Page
2. Signatory Page
3. NYS Standard Terms and Conditions (State of New York Master Contract for Grants)
4. Attachment A-1 (Agency Specific Terms and Conditions)
5. Attachment A-2 (Federally Funded Grants)
6. Attachment B-2: Performance Based Budget summary
7. Attachment C: Work Plan
8. Attachment D: Payment and Reporting Schedule

Note: OCFS-Specific documents, numbers 4 - 8 above are located at the end of this RFP.

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: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
VII. Federal Tax Identification Number or Municipality Code:				
VII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the 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	

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: SIGNED HARD COPY REQUIRED**
Self-explanatory

3. **Program Plan:**
The Program Plan includes the following information:
 - Cost per Outcome
 - Proposed Project
 - Organizational Experience
 - Transportation Plan
 - Staff Qualifications

4. **Budget:**
See "Budget Summary and Instructions" in this Section of RFP Template for more details.
(Include the following items)
 - Personnel Cost Form
 - Budget Narrative
 - Budget Summary Form
 - Additional Budget Forms as Necessary

5. **Required Forms: Most forms are online at the OCFS Internet website (Contracts & Grants Forms Page):** <http://www.ocfs.state.ny.us/main/documents/forms.asp>
 - Bidder Identification Form
 - (OCFS-4555) Non-Discrimination/Non-Sectarian Compliance Form
 - (OCFS-4552) Board of Directors Profile Form SIGNED HARD COPY REQUIRED
 - (OCFS-4629) Project Staffing Plan – M/WBE-EEO Form
 - Vendor Responsibility Questionnaire (**on-line via VendRep System**
With Overview Page submittal required)
http://www.osc.state.ny.us/vendrep/vendor_index.htm
 - OR**
 - Vendor Responsibility Questionnaire (**hard copy version**
With Notarized Signature required)
For-Profit version [Vendor Responsibility Questionnaire – For Profit Business Entity](#)
Not-For-Profit version [Vendor Responsibility Questionnaire – Not For Profit Business Entity](#)
 - Contract Management System (CMS) Authorization Form SIGNED HARD COPY REQUIRED

6. **Attachments:** (As Applicable)
 - Incorporation Papers (original and any amendments) (applies to Corporations Only)
 - Articles of Organization (original and any amendments)

Proposed Service Cost and Program Plan/Narrative

Provider Name: _____

New York City Summer Transition Program for Legally Blind Youth

Total Program Cost (Cost per Outcome x 20 students x 5 years): \$ _____

Program Plan/Narrative

Proposed Project Plan: (See Section 2.15)

Organizational Experience:

Transportation Plan:

Staff Qualifications:

Use additional sheets as needed

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

DATE:

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Prime Contractor Information			
Contractor/Organization Name: <input style="width: 100%;" type="text"/>		Contact Person/Title: <input style="width: 100%;" type="text"/>	
Address: <input style="width: 100%;" type="text"/>		Telephone: <input style="width: 100%;" type="text"/>	Project Title: <input style="width: 100%;" type="text"/>
Is Organization Not-For-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Federal ID# / NYS Vendor ID#	Contract #
<input type="checkbox"/> Prime Contract <input type="checkbox"/> Sub-Contract		OCFS Program Area: <input style="width: 100%;" type="text"/>	
Contract Period: <input style="width: 100%;" type="text"/>			
Comment Area			
Comments: <input style="width: 100%;" type="text"/>			

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	TOTAL WORK FORCE BY:		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
See Page 2 for Category Definitions																	
Officials/Administrators																	
Professionals																	
Technicians																	
Para-Professionals																	
Administrative Support (Clerical)																	
Skilled Craft workers																	
Service Maintenance																	
TOTAL																	
Total By Percentage	N/A	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

Federal Occupational Code Definitions

1. Officials and Administrators

Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, direct individual departments or special phases of the agency's operations', or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, sheriffs, police and fire chiefs and inspectors and kindred workers.

2. Professionals

Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dieticians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police, fire captains and lieutenants, and kindred workers.

3. Technicians

Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary, school education or through equivalent on-the-job training. Includes: computer programmers and operators, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), assessors, inspectors, police and fire sergeants and kindred workers.

4. Paraprofessionals

Occupations in which the workers perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemakers aides', home health aides, and kindred workers.

5. Office and Clerical

Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.

6. Skilled Craft Workers

Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics, repairmen, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters, and kindred workers.

7. Service Maintenance

Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public, or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

Encouraging Use of New York State Businesses In Contract Performance

New York State businesses have a substantial presence in state contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women- owned businesses, consistent with current State law.

Utilizing New York State businesses in state contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the state's economic engine through promotion of the use of New York businesses by its contractors. The state therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the state and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of and contract resulting from this solicitation?

Yes No Contract will not include subcontractors or supplies

If yes, please complete the table below to identify businesses that will be used. Please use multiple forms if required.

Vendor Name	Street Address	City	Zip	Est Value
█	█	█	█	█
█	█	█	█	█
█	█	█	█	█
█	█	█	█	█

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS

(12-2013)

A) AGENCY SPECIFIC TERMS AND CONDITIONS

1. PERSONNEL

- a. It is the policy of OCFS 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 OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.
- b. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this CONTRACT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OCFS, to the degree that such change or substitution is within the reasonable control of the Contractor.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. 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 OCFS under the Federal Social Security Act, where applicable.
- c. 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:
 - 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 OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. 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 CONTRACT shall be directed to the Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT 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 CONTRACT. 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 OCFS and the Office of the State Comptroller (OSC).
- f. All organizations that receive Federal and/or New York State 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 and/or New York State 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 and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State 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 and/or New York State financial assistance.

- g. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT 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.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and 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 client information with regard to services provided under this CONTRACT 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 CONTRACT.
- 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 Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer 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) and, at the discretion of OCFS, of the Vulnerable Persons Central Register (VPCR) 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 Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS 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 CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS 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 CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS 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 OCFS, 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.

5. 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 CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. 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.

6. TERMINATION

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS 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 OCFS to the Contractor.

7. FISCAL SANCTION

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

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, 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 CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- 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 this CONTRACT 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.

8. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS 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 CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS 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 OCFS, OCFS 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 OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

9. 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://www.ocfs.state.ny.us/main/Forms/Contracts/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

10. IRAN DIVESTMENT ACT

By entering into this CONTRACT, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2014" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such CONTRACT any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this CONTRACT, it must provide the same certification at the time the CONTRACT is renewed or extended. Contractor also agrees that any proposed Assignee of the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

During the term of the CONTRACT, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for by law, rule, or CONTRACT, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

11. ADDITIONAL ASSURANCES

- a. 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.
- b. 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.

12. EXECUTIVE ORDER NUMBER 38

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:
<https://www.governor.ny.gov/executiveorder/38>

13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in [M/WBE Appendix](#) entitled "Participation by Minority Group Members and Women with Respect to

State Contracts: Requirements and Procedures.” Included in this document are links to the forms and instructions required as a part of this program.

14. OUTSIDE COUNSEL

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, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

15. BOARD OF DIRECTORS COMPOSITION

The number of directors constituting the entire Board must not be less than five. The Office of Children and Family Services advises a manageable number of members of the Board of Directors to promote maximum working effectiveness. Of this number, the Office of Children and Family Services recommends that the Board include individuals with experience in, or access to expertise in, legal matters, financial management, real estate knowledge, administrative capability and “consumer” representation.

B. Program Specific Terms and Conditions

1. BASIS FOR REIMBURSEMENT

This Agreement does not guarantee the Contractor referrals or reimbursement from NYSCB for the services described herein. NYSCB will make use of the Contractor's services as-agreed between NYSCB and the Contractor. Contractor will be reimbursed for these services at the rate(s) identified for that/those service(s) in Attachment B-2(A), following NYSCB's annual or final contract reconciliation, and, if necessary, subject to the approval of a corresponding contract amendment.

Reimbursement will be per student each successful program completion for the 4 week program. This reimbursement includes food, lodging & transportation. Students who complete a minimum of ten days of the program will be counted as a successful completion.

2. VOUCHER SUBMITTAL

Payments will be made by NYSCB upon conclusion of each program and upon receipt by NYSCB of a properly completed NYS voucher, in a form acceptable to NYSCB, OCFS, and OSC, showing payment due for the period, with a Program Summary Report attached.

The contractor agrees to submit all completed vouchers to the Office of Children and Family Services (OCFS) no later than the last day of the sixth month following the completion of each annual contract period. Completed vouchers received after that date will be approved only if accompanied by written justification for the late submission, and at the sole discretion of OCFS. OCFS agrees to submit each approved voucher to the Office of the Comptroller of the State of New York for payment, unless it shall have notified the contractor of its disapproval of payment, in writing and together with a justification therefore.

3. PAYMENTS FROM NYSCB CONSUMERS

The Contractor shall neither request nor accept payment from any NYSCB consumers for services provided and reimbursable under the terms of this Agreement.

4. VOUCHER SUBMISSION

All claims for payment for Outcome Based services must be made via a Claim for Payment (AC3253-S), and should be sent to:

Commission for the Blind
Attention: NYSCB Fiscal Unit
NYS Office of Children and Family Services
52 Washington Street, Room 201
Rensselaer, New York 12144

All claims for payment for Fee-Based services must be submitted via the NYSCB Consumer Information System (CIS).

5. REFUNDS

In the event that the contractor must make a refund to OCFS for contract related activities (repayment of 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

6. PAYMENT PENALTIES

NYSCB reserves the right to withhold any or all payments, or any portion thereof, or to terminate this agreement, if NYSCB determines that the Contractor has failed to meet any performance obligation defined in this agreement and, after written notice from NYSCB of deficiencies, fails to correct them.

7. REFERRALS AND PROGRAM TERMINATION

The Contractor agrees to accept all legally blind students referred from NYSCB for the program described in this Agreement. If, after commencement of the program, the Contractor determines that a referred individual is incapable of benefiting from the program, the Contractor may not refuse services or terminate the individual's participation in the program without first contacting the NYSCB program coordinator and obtaining agreement in writing from NYSCB that termination of the student from the program would be appropriate. For any individual who terminates participation in the program with the approval of NYSCB, the contractor will be paid the full 4-week fee for that individual.

8. STAFF QUALIFICATIONS

On or before the start date of this Agreement, and no later than 10 days from the date the Contractor changes staff during the period of this Agreement, the Contractor must submit curriculum vitae for all staff providing services under the terms of this Agreement to the NYSCB Program Coordinator.

All members of the Contractor's staff who provide services under this Agreement must have a minimum of one year's experience working with legally blind children or teens. For all instructional areas, the Contractor's staff must be certified in their areas of instruction or have a minimum of two years of relevant instructional experience.

9. STAFF SHORTAGES

The Contractor must notify NYSCB of any staff shortage which will delay or prevent the provision of consumer services under this Agreement. This notification must be submitted in writing to the local NYSCB District Manager within five days of the contractor's knowledge of the anticipated or actual occurrence of the staff shortage, whichever occurs first.

10. REPORTING REQUIREMENTS

Upon conclusion of each program, the Contractor must submit a Program Summary Report to the NYSCB Program Manager. The Program Summary Report shall contain, at a minimum: (1) the dates of the program; (2) a summary description of the program activities for the period; (3) the names of all participants, (4) a brief summary of each participant's involvement in the program.

11. SUBCONTRACTING

The Contractor may not enter into subcontracts for any service defined in this Agreement.

12. CONFIDENTIALITY

The Contractor will safeguard the confidentiality of all information relating to all individuals who participate in programs under the terms of this Agreement, and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations. The Contractor shall not maintain any records for any program participant other than emergency contact information and Program Summary Reports.

13. FISCAL RECORDS

The Contractor shall maintain accurate, complete and separate accounting and fiscal records identifiable as NYC Summer Transition Program, so as to be able to account for all reimbursement received under this Agreement. The Contractor agrees to retain such records for a period of six years from the termination date of this Agreement, or until the conclusion of any litigation arising out of this Agreement, whichever is later. Such records shall be subject to audit by NYSCB, the Office of Children and Family Services, the Office of State Comptroller, or any other party authorized by federal or State law or regulation.

Attachment A-2
Federally Funded Grants

(Federal Assurances and Certifications)

(Revised January 28, 2014)

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 CDFA No(s) shown on the cover page of this contract. 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 judgment 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.

18B1. 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.

18B2. 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.

**ATTACHMENT B2 - PERFORMANCE BASED BUDGET
SUMMARY**

PROJECT NAME: NYSCB Summer Transition Program For Legally Blind Teens

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT NUMBER: _____

CONTRACT PERIOD: FROM: _____ TO: _____

#	DELIVERABLE OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1	Summer Transition Program			20	-	\$0.00	0%	\$0.00	\$0
	Subtotal				-				-
	Available Bonus				\$0.00				\$0.00
	TOTAL				-	\$0.00	0%	\$0.00	-

ATTACHMENT C – WORK PLAN SUMMARY

PROJECT NAME: NYSCB Summer College Orientation For Legally Blind Teens

PROGRAM OVERVIEW

The State of New York has determined to participate in the provision of services pursuant to the Federal Vocational Rehabilitation Act of 1973, as amended, and has through its designated State agency, the Office of Children and Family Services, Commission for the Blind (NYSCB), received approval from the federal Rehabilitation Services Administration for a comprehensive State Plan for Vocational Rehabilitation and Supported Employment Services as set forth in 34 CFR Part 361, Subpart B, Section 361.10, of the Act.

1. Purpose and Objectives

The purpose of this program is to provide a summer residential college orientation experience in an integrated setting for legally blind individuals between the ages of 14 and 18 to assist participants refine their academic, social and independent living skills.

2. Service Periods and Capacity

Within 30 days from the start date of this Agreement, the Contractor and NYSCB will agree on the service period and number of participants (not to exceed 20 each year) of the Summer College Orientation Program for the coming summer. There will be no change in the "Rates for Services" set forth at Attachment B-2 of this Agreement.

3. Services

The Summer College Orientation Program must provide daytime classes at the Contractor's facility and integration of the classroom instruction into the campus and dormitory setting in the afternoon and evening. Instruction must include, but not be limited to, the following:

3.1. Basic Skills Instruction

- Instruction must address acclimation of the student to the college setting, eg. in the dormitory and around the campus, familiarization of the student to the resources available in the college setting, and assistance in utilizing the resources of the college setting.
- Instruction in Adaptive Technology and Computer Use.
- Classroom Skills, such as note taking, writing and library skills.

3.2. Dorm Life Skills

The Contractor must emphasize integrating what the student learns each day into his/her life at the dorm each evening, including, but not limited to, care of the dorm room, laundry, grooming, refinement of table manners while dining in the dorm's cafeteria or in a restaurant, and other skills necessary to facilitate the student's integration into college life.

3.3. Career Preparation Activities

- The Contractor must conduct field visits with the students to different work sites throughout New York City to provide occupational information and to develop interviewing skills.
- The field visits should be based on the interests and occupational preferences of the participants and, whenever possible, should include visits to blind individuals engaged in these occupations.

3.4. Socialization/Recreational Activities

- Contractor staff must arrange for and accompany students on evening activities. These activities must include opportunities for the legally blind students to interact and socialize with sighted students of approximately the same age group.
- The program should emphasize, at a minimum, preparing meals, shopping at a local store, utilizing the dorm's athletic facilities in a way that fosters both individual independence and integration and socialization in the community among blind teens and non-disabled individuals. These activities may also revolve around common interests such as sports, movies or concerts and may take place anywhere in New York City.

- The residential dormitory environment allows many students to become independent for the first time. The Contractor must involve all students in planning each evening's activities as a means of fostering social interaction and decision-making.

4. Medical & Safety

The contractor must provide a comprehensive plan for protecting health and safety of all students referred by NYSCB. This plan must include:

- (1) the accident/emergency response protocols that will be in place, including on call/after-hours medical services;
- (2) how an individual student's medication will be stored securely and distributed, when required;
- (3) current medical history for each student, including the student's immunization record, the student's physician's name, address and telephone number, identification of the student's medical conditions, restrictions and limitations, emergency contact information, and special needs or diets;
- (4) procedures for providing basic first aid and handling medical emergencies;
- (5) procedures for documenting all health related incidents involving students and staff in a medical log, including medical complaints and injuries. The Contractor's Program Director or designee must review the medical log daily for any commonly occurring injuries or illness to identify potential hazards or illness outbreaks at the program;
- (6) a plan for responding to an outbreak of communicable diseases;
- (7) emergency procedures and fire drills;

By June 1 of each year, all staff and volunteers participating in the summer transition program must be cleared through the New York Sex Offender Registry and names and clearance status must be submitted to the NYSCB Coordinator of Children's and Transition Services.

The Program Director must designate an individual to supervise health at the Summer Transition Program. This individual may perform other duties for the program as well, but must maintain a medical notebook and maintain medical histories for all students. The Medical Notebook must contain: a Daily Log documenting medical incidents or complaints, a Medication Log with information when medicine is taken, and a list of emergency numbers.

5. Housing and Residential Supervision

The Contractor must provide housing in a dormitory at a university or college campus for a maximum of 20 students each year. Students must be assigned to single sex rooming arrangements. Rooms must house no more than two students per room. Contractor staff, at least one male and one female, must remain overnight in the dormitory, and one staff member must remain awake and on duty each night in case of emergencies.

6. Transportation

Transportation must be provided daily by the Contractor between its facility and the dormitory.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:
Period: _____ Amount: _____ Due Date: _____
Period: _____ Amount: _____ Due Date: _____
Period: _____ Amount: _____ Due Date: _____
Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency 30 day following completion of annual program
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than ____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than ____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

Final scheduled payment will not be due until 30 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is February 15. The agency shall complete its audit and notify vendor of the results no later than March 30. The Contractor shall submit the report not later than 45 days from the end of the contract.

C. Other Reports

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

