

State of New York
Disaster Recovery

**Social Services Block Grant
Superstorm Sandy Supplemental
Request for Proposals**



July 5, 2013

Social Services Block Grant Superstorm Sandy Supplemental Request for Proposals

Solicitation Overview

Timetable of Key Events:

<u>Event:</u>	<u>Date:</u>
Request for Proposals Issued	07/05/13
Proposals Due	08/30/13 at 3:00 p.m.
Informational Meetings/Technical Assistance	07/16/13
Submittal of Question Deadline	07/22/13
Posted Date of Answers	07/31/13
Contract Term	Contracts will have a start date no earlier than 09/01/13, and an end date no later than 09/30/15

Inquiries:

From the issuance of this RFP until grantees are selected, all contacts relative to this procurement, except as otherwise specified herein, concerning this RFP must be made through the following contact:

Kevin Sweet
Management Specialist 3
NYS Office of Children and Family Services
Bureau of Contract Management
52 Washington Street South bldg. Rm. 202
Rensselaer, NY 12144
518-486-7573

or via email to SandySSBG.Solicitation@ocfs.ny.gov with SSBG in the subject line.

Applications:

All application materials may be completed and submitted online at <http://nysandyhelp.ny.gov/content/sandy-social-services-block-grant-ssbg-funding> or in hard copy. If submitting in hard copy, please send three (3) complete copies of the proposal and all required forms to the address above, with original signatures on each. Material must be received by OCFS by or before August 30, 2013 at 3:00 p.m.

Social Services Block Grant Superstorm Sandy Supplemental Request for Proposals

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Social Services Block Grant Superstorm Sandy Supplemental Request for Proposals

Section One.... BACKGROUND

1.1 Introduction

The State of New York will distribute \$200,034,600 in federal Superstorm Sandy Social Services Block Grant (Sandy SSBG) funding to eligible health and human services providers through a public and transparent solicitation for proposals.

Sandy SSBG resources are dedicated to covering necessary expenses resulting from Superstorm Sandy, including social, health and mental health services for individuals, and for repair, renovation and rebuilding of health care facilities, mental hygiene facilities, child care facilities and other social services facilities. These resources will help New York State fulfill the five broad goals of the Social Services Block Grant:

1. To provide economic self-support;
2. To promote self-sufficiency;
3. To prevent or remedy neglect, abuse, or exploitation of children and adults;
4. To provide for community-based care, home-based care, or other forms of less intensive care; and
5. To provide institutional care when other forms of care are not appropriate.

1.2 Purpose and Funding Availability

New York will allocate Sandy SSBG funding to address four Focus Areas:

- A. Repair, renovation and rebuilding;
- B. Uncompensated operational costs, including provision of critical services during/after Superstorm Sandy;
- C. Ongoing support and social services for those impacted by Superstorm Sandy; and
- D. Flexibility to ensure that additional eligible social service needs resulting from Superstorm Sandy can be addressed.

This document describes a public solicitation that will ensure that the broadest possible array of eligible health and human service providers has the opportunity to seek Sandy SSBG support, pending federal approval of the State Plan.

1.3 Term of Contract

Successful applicants will be given a contract with a start date no earlier than September 1, 2013, and an end date no later than September 30, 2015, at which point all funds must be expended.

1.4 Eligible Applicants and Eligible Costs & Services

This document lists the eligible applicants for each available Funding Opportunity.

Sandy SSBG funding must be used for costs that are 1) directly related to Superstorm Sandy and populations that were impacted by it; and 2) not reimbursed and not currently eligible for reimbursement by the federal government (including FEMA), private insurance and any other public or private funding sources. Duplication of benefits is prohibited.

Eligible costs include the traditional SSBG-funded services:

- Adoption Services
- Case Management Services
- Congregate Meals
- Counseling Services
- Day Care—Adults
- Day Care—Children
- Education and Training Services
- Employment Services
- Family Planning Services
- Foster Care Services—Adults
- Foster Care Services—Children
- Health-Related Services
- Home-Based Services
- Home-Delivered Meals
- Housing Services
- Independent/Transitional Living Services
- Information and Referral Services
- Legal Services
- Pregnancy and Parenting Services
- Prevention and Intervention Services
- Protective Services—Adults
- Protective Services—Children
- Recreational Services
- Residential Treatment Services
- Special Services—Disabled
- Special Services—Youth at Risk
- Substance Abuse Services
- Transportation Services
- Other Services

The Sandy SSBG supplemental appropriation also allows funding to be used for:

- Renovation, repair and rebuilding services
- Health care and mental health services, including costs associated with service delivery as well as the operational cost of sustaining the ability to provide such services in order to subsequently reopen facilities entirely shut down as a result of Superstorm Sandy

Based on the determination of the U.S. Department of Health & Human Services, Sandy SSBG funding may not be granted to compensate a facility or provider for revenue loss due to the impact of Superstorm Sandy.

1.5 Standard Contract Language

For awards that require a standard NYS contract, the terms and conditions for those projects are specified in a detailed contract that must be signed by the Lead Contracting Agency and approved by the Attorney General and the Office of the State Comptroller before any work is begun for prospective projects or reimbursements made for expenses already incurred. For those awards that do not require a standard NYS contract (award of \$50,000 or less), a NYS Purchase Order (PO) will be issued and the NYS Appendix A, "Standard Clauses for all NYS Contracts" will apply. This RFP includes all relevant contract and PO terms and conditions which can be found in the appendices. Upon contract award and completion of negotiations, the Lead Contracting Agency will send successful applicants all required forms for development and processing.

1.6 Executive Order Number 38 – Limits on State-Funded Admin Costs & Executive Compensation

On January 18, 2012 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: <https://www.governor.ny.gov/executiveorder/38>

1.7 Contract Readiness

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

Prior to submitting an application for funding, applicants are responsible for various verifications which validate their capacity and organizational authority to receive public funding and operate as a not-for-profit/for profit corporation in the State of New York, or both. Recipients of grants must 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 (NFP) 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://bartlett.oag.state.ny.us/Char_Forms/search_charities.jsp.

Beginning July 31, 2013, all NFP vendors doing business with the State of NY must be prequalified in order to submit a competitive bid in response to an RFP issued by NYS. NFP contractors should go to the Grants Gateway, www.GrantsGateway.ny.gov, for registration and www.grantsreform.ny.gov to complete the online form. NFPs must first register their agency on the system if they have not yet done so, which requires a paper form being sent by mail. **Please note that pre-qualification must be completed before a not-for-profit signs a contract for Sandy SSBG funding; it does not have to be completed before the application is submitted.**

Section Two.... GENERAL REQUIREMENTS

2.1 Desired Outcomes and Program Requirements

The Disaster Relief Appropriations Act of 2013 provides funds to address disaster response, recovery and other expenses directly resulting from Hurricane Sandy. Sandy SSBG resources will be allocated through a targeted, transparent and accountable approach that ensures that the State's health and human services providers receive the assistance they need in recovering from Sandy on behalf of their own organizations and for the vulnerable populations they serve.

2.2 Funding Opportunities

Focus Area	Funding Opportunity	Solicitation for Eligible Projects
A) Repair, renovation and rebuilding	1. Unreimbursed costs of facility repair, rebuilding and renovation, including installation of back-up power systems, for child care providers, health and mental hygiene facilities, senior centers and similar facilities, and other health and human services facilities in response to Superstorm Sandy.	\$70,000,000
B) Uncompensated operational costs, including for critical services during/after Superstorm Sandy	2. Reimbursement to providers and State agencies for child care, health, mental health, behavioral health, employment, senior-focused and other direct service delivery costs and costs of lost and damaged materials and supplies incurred as a result of Superstorm Sandy.	\$80,000,000
	3. Reimbursement to food banks, food pantries and related organizations and public agencies for costs resulting from increased demand for food relief during and following Superstorm Sandy.	\$3,700,000
C) Ongoing support and social services	4. Enhanced child care, food/nutrition, health, mental health, behavioral health, employment, legal, senior-focused, volunteer coordination, case management and other direct services for Sandy-impacted New Yorkers through the conclusion of the SSBG allowable expenditure period.	\$25,300,000
	5. Equipment and supplies required to deliver enhanced services in Sandy-impacted areas.	\$6,000,000
D) Flexibility to ensure that additional eligible social services needs can be addressed	6. Other eligible health and social services costs incurred during Sandy and ongoing needs from facilities and other providers that are not addressed in the first three Focus Areas.	\$15,034,600
Total		\$200,034,600

Focus Area A: Repair, renovation and rebuilding

Funding Opportunity 1

Unreimbursed costs of facility repair, rebuilding and renovation, including installation of back-up power systems, for child care providers, health and mental hygiene facilities, senior centers and similar facilities, and other health and human services facilities in response to Superstorm Sandy.

Solicitation for Eligible Projects

\$70 million initial allocation

Eligibility

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
Adult care facilities	N	Y	Y
Child care intermediary organizations	N	Y	N
Child day care centers & homes	N	Y	Y
Community health clinics	N	Y	Y
Community-based health and human services not-for-profits	N	Y	N
Community-based providers of service to individuals with developmental disabilities	N	Y	N
Community-based providers of services to individuals with mental illness	Y	Y	Y
Community-based providers of services to individuals with substance use disorders	N	Y	Y
Diagnostic & treatment centers	Y	Y	Y
Home health agencies	Y	Y	Y
Hospitals	Y	Y	Y
Not-for-profit agencies that provide housing and/or supportive services to low-income populations, including those who are homeless and/or living with disabilities	N	Y	N
Nursing homes	Y	Y	Y

Additional Eligibility Requirements

All allowable repairs, renovation and rebuilding must directly relate to the impact from Superstorm Sandy.

In order to demonstrate eligibility for funding to elevate building systems above flood levels and/or install back-up power systems, an applicant must be able to document that the facility was physically damaged as a result of Sandy and that the work is an integral part of repairing, renovating or rebuilding.

Focus Area B: Uncompensated operational costs, including provision of critical services during/after Superstorm Sandy

Funding Opportunity 2

Reimbursement to providers and State agencies for child care, health, mental health, behavioral health, employment, senior-focused and other direct service delivery costs and costs of lost and damaged materials and supplies incurred as a result of Superstorm Sandy.

Solicitation for Eligible Projects

\$80 million initial allocation

Eligibility

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
Adult care facilities	N	Y	Y
Child care intermediary organizations	N	Y	N
Child day care centers & homes	N	Y	Y
Community health clinics	N	Y	Y
Community-based health and human services not-for-profits	N	Y	N
Community-based providers of service to individuals with developmental disabilities	N	Y	Y
Community-based providers of services to individuals with mental illness	Y	Y	Y
Community-based providers of services to individuals with substance use disorders	N	Y	Y
Congregate meal sites	Y	Y	N
Diagnostic & treatment centers	Y	Y	Y
Home health agencies	Y	Y	Y
Hospitals	Y	Y	Y
Local governments	Y	N	N
Not-for-profit agencies that provide housing and/or supportive services to low-income populations, including those who are homeless and/or living with disabilities	N	Y	N
Nursing homes	Y	Y	Y
Providers of senior citizen case management and in-home services	Y	Y	N
Senior centers	Y	Y	N

Funding Opportunity 3

Reimbursement to food banks, food pantries and related organizations and public agencies for costs resulting from increased demand for food relief during and following Superstorm Sandy.

Solicitation for Eligible Projects

\$3.7 million initial allocation

Eligibility

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
Community-based health and human services not-for-profits	N	Y	N
Food banks/food pantries/soup kitchens	N	Y	N
Local governments	Y	N	N

Focus Area C: Ongoing support and social services**Funding Opportunity 4**

Enhanced child care, food/nutrition, health, mental health, behavioral health, employment, legal, senior-focused, volunteer coordination, case management and other direct services for Sandy-impacted New Yorkers through the conclusion of the SSBG allowable expenditure period.

Solicitation for Eligible Projects

\$25.3 million initial allocation

Eligibility

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
Adult care facilities	N	Y	Y
Child care intermediary organizations	N	Y	N
Child day care centers & homes	N	Y	Y
Community health clinics	N	Y	Y
Community-based health and human services not-for-profits	N	Y	N
Community-based providers of service to individuals with developmental disabilities	N	Y	Y
Community-based providers of services to individuals with mental illness	Y	Y	Y
Community-based providers of services to individuals with substance use disorders	N	Y	Y
Congregate meal sites	Y	Y	N

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
Diagnostic & treatment centers	Y	Y	Y
Home health agencies	Y	Y	Y
Hospitals	Y	Y	Y
Local governments	Y	N	N
Not-for-profit agencies that provide housing and/or supportive services to low-income populations, including those who are homeless and/or living with disabilities	N	Y	N
Nursing homes	Y	Y	Y
Providers of senior citizen case management and in-home services	Y	Y	N
Senior centers	Y	Y	N

Additional Eligibility Requirements

Services must be provided to populations 1) with a geographic connection to Superstorm Sandy and/or 2) that are SSBG-eligible with enhanced needs as a result of Sandy or that are at risk of becoming SSBG-eligible as a result of Sandy.

Funding Opportunity 5

Equipment, systems and supplies required to deliver enhanced services in Sandy-impacted areas.

Solicitation for Eligible Projects

\$6 million initial allocation

Eligibility

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
Adult care facilities	N	Y	Y
Community health clinics	N	Y	Y
Community-based health and human services not-for-profits	N	Y	N
Community-based providers of service to individuals with developmental disabilities	N	Y	N
Community-based providers of services to individuals with mental illness	Y	Y	Y
Diagnostic & treatment centers	Y	Y	Y
Home health agencies	Y	Y	Y
Hospitals	Y	Y	Y
Local governments	Y	N	N
Methadone clinics	N	Y	N
Not-for-profit agencies that provide housing and/or supportive	N	Y	N

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
services to low-income populations, including those who are homeless and/or living with disabilities			
Nursing homes	Y	Y	Y

Additional Eligibility Requirements

Services must be provided to populations 1) with a geographic connection to Superstorm Sandy and/or 2) that are SSBG-eligible with enhanced needs as a result of Sandy or that are at risk of becoming SSBG-eligible as a result of Sandy.

Focus Area D: Flexibility to address additional eligible social services needs

Funding Purpose 6

Eligible health and social services costs incurred during Sandy and ongoing needs from facilities and other providers that may not be addressed in the first three Focus Areas.

Solicitation for Eligible Projects

\$15 million initial allocation

Eligibility

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
Adult care facilities	N	Y	Y
Child care intermediary organizations	N	Y	N
Child day care centers & homes	N	Y	Y
Community health clinics	N	Y	Y
Community-based health and human services not-for-profits	N	Y	N
Community-based providers of service to individuals with developmental disabilities	N	Y	Y
Community-based providers of services to individuals with mental illness	Y	Y	Y
Community-based providers of services to individuals with substance use disorders	N	Y	Y
Congregate meal sites	Y	Y	N
Diagnostic & treatment centers	Y	Y	Y
Home health agencies	Y	Y	Y
Hospitals	Y	Y	Y
Local governments	Y	N	N
Not-for-profit agencies that provide housing and/or supportive	N	Y	N

Eligible Provider Type	Public?	Non-Profit?	For-Profit?
services to low-income populations, including those who are homeless and/or living with disabilities			
Nursing homes	Y	Y	Y
Providers of senior citizen case management and in-home services	Y	Y	N
Senior centers	Y	Y	N

Additional Eligibility Requirements

Services must be provided or have been provided to populations 1) with a geographic connection to Superstorm Sandy and/or 2) that are SSBG-eligible with enhanced needs as a result of Sandy or that are at risk of becoming SSBG-eligible as a result of Sandy.

2.3 Proposal Submittal Process

From July 2, 2013 to August 30, 2013, New York State will accept Sandy SSBG funding proposals from eligible applicants through the State's online Consolidated Funding Application (CFA), available at <http://nysandyhelp.ny.gov/content/sandy-social-services-block-grant-ssbg-funding>, or through a paper application. Applicants may apply for one or multiple funding opportunities in a single application.

A complete Sandy SSBG Proposal consists of:

1. Applicant Overview
2. Program Plan/Narrative
3. Sandy SSBG Budget - Expenditure Based (Attachment B-1) and/or Capital Budget Form (Attachment B-3)
4. Associated Budget Narrative
5. Vendor Responsibility Form/ Questionnaire
6. Acknowledgement of Federal Requirements (Attachment A-2)

Proposals that do not meet these requirements for a complete application by the due date may not receive further evaluation.

Proposals may be submitted online or by hard copy. Hard copy applications must be addressed and mailed to:

Kevin Sweet
SSBG Proposal
NYS Office of Children and Family Services
Bureau of Contract Management
52 Washington Street South bldg. Rm. 202
Rensselaer, NY 12144

The due date for the SSBG Grant Proposal is 08/30/13 at 3:00 p.m.

Proposals may not be submitted via facsimile.

2.4 Selection Criteria

Because requested funds may exceed available resources, all proposals will be reviewed by an inter-agency committee including representatives from the Department of Health (DOH), the Office of Alcoholism & Substance Abuse Services (OASAS), the Office of Children & Family Services (OCFS), the Office of General Services (OGS), the Office of Mental Health (OMH), the Office for People With Developmental Disabilities (OPWDD), the Office of Temporary & Disability Assistance (OTDA) and the State Office for the Aging (SOFA).

Proposals will be evaluated using an objective review process based on the following criteria:

- **Need:** How does the proposal provide services/benefits to a vulnerable population (i.e., those with significant healthcare and/or human service needs, high poverty rates or other community characteristics that may indicate a need for social services) that was impacted by Superstorm Sandy or address the recovery needs of a facility serving a vulnerable population that was impacted by Superstorm Sandy? (Maximum of 40 points)
- **Impact:** To what extent will the proposal have a meaningful impact on addressing the identified needs of the vulnerable population impacted by Superstorm Sandy, including by demonstrating the appropriateness of the approach to meet the needs of the target population? (Maximum of 30 points)
- **Availability of Alternative Funding:** To what extent are there viable alternative sources of funding available to accomplish the same goals without seeking SSBG funding? (Maximum of 20 points)
- **Resiliency:** While addressing the immediate needs of those impacted by Superstorm Sandy, how does the proposal, as a collateral benefit, also promote future resiliency by addressing location- and population-based vulnerabilities and, for capital projects, proposing to rebuild/repair to a greater level of resilience? For non-capital projects, commitment to resilience may be demonstrated by the organization having an existing preparedness plan, among other strategies. (Maximum of 10 points)
- The inter-agency review committee may award supplemental points for applications that address an otherwise unmet need, ensure availability of funding to the full range of health and human services providers and/or demonstrate that funding is essential to the applicant's ability to operationally recover from Sandy. (Maximum of 15 points)

All applications must be complete in order to be evaluated. The State may contact applicants for supplementary information, as needed. In the event of a tie in evaluation, the committee will take a vote to select an award; if the vote is tied, then the projects will receive proportional funding.

Awards to non-profit applicants will be contingent upon their successful completion of the Pre-Qualification Process prior to signing a contract for SSBG funds. Awards to for-profit applicants will be contingent upon successful demonstration of applicant responsibility based on the Vendor Responsibility Questionnaire.

Following an initial round of funding, the State may adjust allocation levels within and among the Focus Areas based on the level of response from eligible applicants with high-quality proposals. Any changes in allocations will be posted for public review prior to being implemented. The State will continue to fund eligible projects in order of their evaluation results until all funds are exhausted. The State reserves the right to fund proposals in whole or in part.

Proposals/applications must meet the following minimum criteria to be considered for review:

- Applications/proposal and completed budget forms must be received by the due date and submitted to the appropriate contact named in this solicitation.
- The submitting organization must be eligible to apply. This funding opportunity is open to not-for-profit organizations and qualified for-profits.
- The Vendor Responsibility Questionnaire must be completed on-line through the NYS VendRep System or by paper copy.

2.5 Charities Registration - Not-for-Profit Corporations Only

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

2.6 Federal Requirements

The Lead State Agency will be using Federal dollars to fund this project. The Federal funding requirements are included in the Attachments section of this RFP, and will be included as Attachment A2 Federal Assurances and Certification, of any contract that results from this RFP. The applicant's proposal must indicate that the applicant will comply with these requirements.

2.7 Vendor Responsibility Requirements

New York State Finance Law requires that State agencies award contracts to responsible contractors including but not limited to not-for-profit and for-profit vendors. Vendor Responsibility will be determined based on the information provided by the bidder on-line through the New York State VendRep System Questionnaire, or through a paper copy of the Vendor Responsibility Questionnaire, and a review of the most recently issued independently audited annual financial statements, that must be included with each bid. The Lead State Agency will review the Questionnaire, the audited financial statements and the information provided before making an award.

The Lead State Agency reserves the right to reject any proposal if in the sole discretion of the Lead State Agency, 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.

Vendors must complete a Vendor Responsibility Questionnaire. Enrolling and completing the Questionnaire online through the New York State VendRep System is the best method because the Questionnaire information and answers are stored in the system. Then, subsequent Questionnaires in response to contracts or Requests for Proposals from any State agency, not just the Lead State Agency, would only need to be updated in the system.

To access or enroll in the VendRep System, or to update your existing on-line Questionnaire click here: http://www.osc.state.ny.us/vendrep/vendor_index.htm. Questionnaires in the VendRep System that have been completed in the last six months in response to contracts or bid announcements from the Lead State Agency or other State agencies do not need to be updated. If the vendor is using the hardcopy notarized questionnaire, then it also has to be current within 6 months of the due date referenced above.

Vendors opting to complete a paper Questionnaire, can access the Questionnaire by clicking on either of the following links. 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 on line 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 agrees to provide the information required by the Lead State Agency, to determine whether a proposed Subcontractor is a responsible vendor.

To enroll in and use the New York State VendRep System, vendors may view the Instructions and register for an account at: www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <http://www.osc.state.ny.us/vendrep/login.htm>. Vendors that have an existing account may go directly to the VendRep System at: <https://portal.osc.state.ny.us>.

Vendors must provide their New York State vendor Identification Number when enrolling. To request assignment of a Vendor 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 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.
- On-line 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 On-Line System contains links to all definitions of the terms used in the Questionnaire.

2.8 Lead State Agency Rights

Successful applicants will contract with the Department of Health (DOH), Office of Alcoholism & Substance Abuse Services (OASAS), Office of Children & Family Services (OCFS), Office of General Services (OGS), Office of Mental Health (OMH), Office for People With Developmental Disabilities (OPWDD), Office of Temporary & Disability Assistance (OTDA) or State Office for the Aging (SOFA). Determination of the Lead State Agency will be based on the scope of the applicant's proposal and whether the applicant has an existing contractual, regulatory or oversight relationship with one of the above-listed agencies.

The Lead State Agency 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 the Lead State Agency, any feature(s) present as a part of their proposal which may include an oral presentation of their proposal, and may be considered in the evaluation of the proposal.
5. Direct all bidders who submitted proposals to prepare modifications addressing RFP amendments and/or amend any part of this RFP with notification to all bidders. These actions are without liability to any bidder or other party, for expenses incurred in the preparation of any proposals or modifications submitted in response to this RFP.
6. Make funding decisions that maximize compliance with and address the outcomes identified in this RFP.
7. Fund only one portion, or selected activities, of the selected bidder's proposal; and/or adopt all or part of the selected bidder's proposal based on Federal and State requirements.
8. Eliminate any RFP requirements unmet by all bidders, upon notice to all parties that submitted proposals.
9. Waive procedural technicalities, or modify minor irregularities, in proposals received, after notification to the bidder involved.
10. Correct any arithmetic errors in any proposal, or make typographical corrections to proposals, with the concurrence of the bidder.
11. Award contracts to more than one bidder, or to other than the lowest bidder.
12. 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.
13. Fund any or all of the proposals received in response to this RFP. However, issuance of this RFP does not commit the Lead State Agency to fund any proposals. The Lead State Agency 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.
14. 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.
15. 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.

16. Make inquiries of third parties, including but not limited to bidders references, with regard to the applicants' experience, or other matters deemed relevant to the proposal by the Lead State Agency. By submitting a proposal in response to this RFP the applicant gives its consent to any inquiry made by the Lead State Agency.
17. Require contractors to participate in a formal evaluation of the program to be developed by the Lead State Agency. 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.

2.9 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 2012" 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 the Lead State Agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Lead State Agency 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 the Lead State Agency 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.

The Lead State Agency 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.

Section Three.... APPLICATION INSTRUCTION REQUIREMENTS

All applicants must submit the following information, either online or in hard copy.

3.1 Applicant Overview

The applicant must provide:

- Organization name
- Organization address
- Organization type (public, non-profit or for-profit)
- Applicant ID number normally used to identify the organization on application forms (e.g., Charity Registration Number, Duns Number, Federal Tax ID Number, NYS Unemployment Insurance Tax Number, Social Security Number, NYS Vendor Identification Number (SFS))
- Description of type of services the organization provides
- Primary contact name
- Primary contact title
- Primary contact phone number
- Primary contact e-mail
- Indicate any State agency that oversees, licenses, regulates and/or contracts for the provider's health and human services functions
- If a business, whether the company has been certified as a NY State Minority or Women-Owned Business Enterprise (MWBE)

3.2 Program Plan/Narrative

For each Funding Opportunity the applicant is applying for, the applicant must:

- Provide a brief description of the purpose and outcomes.
- Describe the relevant impact of Superstorm Sandy on the provider, its facilities and/or the population it serves that this proposal is intended to address.
- Describe the SSBG-eligible vulnerable population the proposal would serve.
- Describe how the proposal would meet the identified needs of the target population and the intended impact.
- Describe how the proposal will make the applicant and/or the target population it intends to serve more resilient for future severe weather events.
- Describe where the proposed funds would be utilized/location to be served (e.g., neighborhood, city, county).

3.3 Sandy SSBG Budget - Expenditure Based (B-1) or Capital Budget Form (B-3)

See attached templates for required budget submissions. A separate budget should be included for each funding proposal.

3.4 Associated Budget Narrative

For each Funding Opportunity the applicant is applying for, the applicant must:

- Provide a description of the cost breakdown.

- Indicate the extent to which the costs are a reimbursement for prior expenditures or a proposal for future expenditures.
- List all sources and amounts of reimbursement that have been approved/received.
- List all sources and amounts of reimbursement that are pending.
- List all sources and amounts of reimbursement that have been denied.
- If the applicant has applied for FEMA assistance, provide the application identification number.

3.5 Minority- and Women-Owned Business Enterprises (M/WBE) – Equal Employment Opportunity (EEO)

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 the Lead State Agency.

3.6 Vendor Responsibility Questionnaire Instructions

It is important that every Vendor Responsibility Questionnaire question is responded to in a complete manner. There are questions that require written explanation; responses must be thorough, complete and current. The on-line Questionnaire which is completed through the New York State VendRep System must be certified by the individual designated by the bidder as eligible to certify (sign on-line) the Questionnaire. A copy of the VendRep Form Overview Page that includes the Certification date must be included with the proposal. If the paper copy is completed, the owner or officer of the bidding organization must be sure the Certification page of the form is signed and notarized. **Note:** All Vendor Responsibility Questionnaires must be dated within six (6) 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 2.7 for information about general Vendor Responsibility Questionnaire Requirements and the automated New York State VendRep System.

3.7 Federal Requirements

The Lead State Agency will be using Federal dollars to fund this project. The Federal funding requirements are included in the Attachments section of this RFP, and will be included as Attachment A-2 Federal Assurances and Certification, of any contract that results from this RFP. An acknowledgement of the requirements of Attachment A-2 must be included in a completed application.

Section Four.... CONTRACT POLICY INFORMATION

4.1 Documentation and Monitoring

New York State will ensure that all Sandy SSBG activities are implemented with transparency, integrity and accountability. The State's processes are designed to ensure eligibility and maximize the effectiveness and efficiency of these essential resources, and applicants will be required to commit to the State's documentation and Integrity Monitoring system.

In order to be considered for the receipt of Sandy SSBG funds, all organizations applying through the Solicitation process will be required to complete the Sandy SSBG Consolidated Funding Application (CFA) or a paper application and submit supporting documentation to ensure compliance with the program's eligibility criteria.

If approved for funding, the following documentation and information will be required to confirm eligibility for assistance:

- Duplication of Benefits documents showing funds received and receipts when applicable for damage directly as a result of Superstorm Sandy, including payments from, but not limited to, the following sources:
 - National Flood Insurance Program (NFIP)
 - Private Insurance
 - FEMA
 - SBA / Disaster Assistance
 - Other Funds or Sources
- Additional supporting documentation, such as:
 - Proof of identity, which will be validated through the Vendor Responsibility process
 - Type of damage incurred or repair involved (if applicable)
 - Documentation of losses showing a direct result from Superstorm Sandy
 - Documentation for repair or replacement costs not already completed
 - Documentation showing property taxes current at time of storm
 - Work write-up for physical property damage
 - Reimbursement receipts or proof of purchase
 - Photographs of the damage and the repair once completed

Integrity Monitoring (IM) will be built into the Sandy SSBG funding. The objective of IM is to have fully integrated program and project-level controls and control activities to ensure appropriate use of Sandy SSBG funds.

An applicant check and/or pre-qualification will be conducted for each project applicant and any vendors involved in the project. The following types of applicant data will be assessed:

- Business status check
- Association of individual's name with the damaged property address (if applicable)
- New York State tax warrants
- Federal tax liens filed in NYS
- Other grant and/or contract awards
- Federal income tax information
- Criminal convictions (fraud – insurance, workers compensation, contract, bid rigging, embezzlement)
- Litigation/convictions/fines related to fraud, waste or abuse

- Unpaid business fines
- EPA/hazardous materials violations/fines

4.2 Notice of Federal Interest

A grantee's property may be used to deliver health care services long after a grant is closed. When the Federal Government has provided funding for a substantial improvement (property construction or major renovations), the grantee may be required to attach a lien to the property called a Notice of Federal Interest.

In the case of Sandy SSBG funds, as required by the U.S. Department of Health & Human Services, a Notice of Federal Interest (NFI) is required for renovation and repair costs that exceed more than the lesser of \$200,000 or 25 percent of the approved project budget of total repairs to the property, as well as all real property purchases and new construction.

SAMPLE NOTICE OF FEDERAL INTEREST

On (insert date), the U.S. Department of Health and Human Services (HHS) Administration for Children and Families (ACF), Office of Community Services (OCS) awarded Grant No. _____ to (insert name of recipient). The grant provides funds for (describe purpose of grant, e.g., acquisition of a building), which is located on the land described below in _____ County, State of New York:

(Insert legal description of property)

The Notice of Award for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of [the Secretary, Department of Health and Human Services (HHS) or designee]; or (3) sold or transferred to another party without the written permission of [the Secretary, HHS, or designee]. These conditions are in accordance with the statutory provisions set forth in [insert United States Code citation], the regulatory provisions of the program set forth in 45 CFR Part 96.30(a), and the other terms and conditions of award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to [the Secretary, HHS, or designee].

Signature: _____

Typed Name: _____

Title: _____

Date: _____

4.3 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.
2. Document their efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors by showing that they have:
 - Solicited bids, in a timely and adequate manner, from New York State Empire State Development business enterprises including certified minority/ women-owned businesses, or
 - Contacted the New York State Empire State Development to obtain listings of New York State business enterprises and MWBEs, or
 - Placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or
 - Participated in bidder outreach conferences.
 - If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.
 - If the contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such.
3. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-961), as amended.

4. The contractor will be required to notify New York State residents of employment opportunities through listing any such positions with Community Services Division of the New York State Department of Labor, providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The agency agrees to document these efforts and to provide said documentation to OCFS OR LEAD AGENCY upon request.
5. Bidders located in a foreign country are notified that the State may assign or otherwise transfer offset credits to third parties located in New York State, and the bidders shall be obligated to cooperate with the State in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the State to be necessary or desirable to effectuate such assignment or transfer, and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.
6. Bidders are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principle place of business is located in a discriminatory jurisdiction. "Discriminatory jurisdiction" is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdiction is maintained by the Commissioner of the New York State Empire State Development.

4.4 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 the Lead State Agency. These guidelines shall apply to all contract awards by the Lead State Agency.

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 the Lead State Agency.
2. "Contract award" is a written determination from the Lead State Agency to an offeror indicating that the Lead State Agency has accepted the offeror's bid or offer.
3. "Protest" shall mean a written challenge to a contract award by the Lead State Agency.
4. "Procurement" shall mean any method used to solicit or establish a contract. (i.e. invitation for bid, request for proposal, single/sole source, etc.)
5. "Protesting party" is the party who is filing a protest to the bid, contract award, or other aspect of a procurement.

Section 3: Informal Complaints or Protests

In order to reduce the administrative burden and to be responsive to interested parties, other than as provided below, the Lead State Agency 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 Lead State Agency Program Division responsible for the Procurement. Matters that are identified by the interested party as containing, or that the Lead State Agency perceives to contain, potentially confidential or trade secret information, may be shared internally within the Lead State Agency as necessary. The Lead State Agency staff will document the subject matter and results of any informal complaints and inquiries. The Lead State Agency' 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 the Lead State Agency 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 the Lead State Agency and request administrative relief concerning such action.

A. Submission of Bid or Award Protests

1. Deadline for Submission

- a. Concerning Alleged Errors, Omissions or Prejudice in the Bid Specifications or Documents: Formal protests which concern alleged errors in the drafting of bid specifications must be received by the Lead State Agency at least ten (10) calendar days before the date set in the solicitation for receipt of bids.
- b. Concerning Proposed Contract Award: Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party knows or should have known of the facts which form the basis of the protest. Formal protests will not be accepted by the Lead State Agency concerning a contract award after the contract between the Lead State Agency 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 Lead State Agency Associate Deputy Commissioner of Administration. Any protests filed with the Lead State Agency 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 Lead State Agency Division of Legal Affairs and other necessary parties within the Lead State Agency, as determined by the Associate Deputy Commissioner of Administration.
2. Formal protests shall be resolved through written correspondence; however, either the protesting party or the Lead State Agency 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 Lead State Agency 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 Lead State Agency 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 Lead State Agency 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 Lead State Agency 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 the Lead State Agency

1. The Lead State Agency 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 the Lead State Agency 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. The Lead State Agency 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. The Lead State Agency 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 the Lead State Agency determination will be forwarded to OSC when issued, along with a letter either: a) confirming the original the Lead State Agency 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 Lead State Agency 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 the Lead State Agency. Such appeal must be filed with the Director of the Bureau of Contracts at the Office of the State Comptroller, 110 State Street, 11th Floor, Albany, NY 12236.

For more information see OSC Guide to Financial Operations Chapter XI.17 Protest Procedures.

Appendix A.... STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts),

or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this

information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its

conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
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, NY 10017
212-803-2414
email: mwb certification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

Attachment A-2.... FEDERAL ASSURANCES AND CERTIFICATIONS

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 first page of Appendix C or Appendix X for renewals. OCFS is a pass-through entity of these federal funds. As a recipient of

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

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

any subawards which contain provisions of children's services and all subgrantees shall certify accordingly.

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

responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

16B. Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice

under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

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

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial

transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by

Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded

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

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B.1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

18B.2 a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its

principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such

prospective participant shall attach an explanation to this proposal.

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

Attachment B-1.... EXPENDITURE-BASED BUDGET

Budget

For each Expense Category funded by this contract, include the following: a list of the items for each Expense Category (include computations where applicable), and a brief explanation of each item as it relates to the project.

Funding Opportunity

#: _____

Expense Category (Enter Explanation and Computation on appropriate line)	Amount Charged to SSBG	Amount Covered by Other Funds	Totals
I. Personnel Expenses (Name & Title) include computation			
Subtotal			
II. Fringe Benefits & Payroll Taxes			
III. Equipment & Supplies – Itemized and include computation			
Subtotal			

Expense Category (Enter Explanation and Computation on appropriate line)		Amount Charged to SSBG	Amount Covered by Other Funds	Totals
IV. Contractual and/or Consultants	– Itemized and include computation			
	Subtotal			
V. Other Expenses (Travel, utilities, postage, etc.)				
	Include computations for each item of expense			
	Subtotal			
Total Contract Amount				

SSBG Program Plan Narrative

A separate Program Plan Narrative is required for each Funding Opportunity

For each Funding Opportunity the applicant is applying for, the applicant must:

1. Provide a brief description of the purpose and outcomes.
2. Describe the relevant impact of Superstorm Sandy on the provider, its facilities and/or the population it serves that this proposal is intended to address. Impact on a provider or facility may include physical damage, evacuation and/or enhanced caseload or service requirements.
3. Describe the SSBG-eligible vulnerable population the proposal would serve.
4. Describe where the proposed funds would be utilized.
5. Describe how the proposal would meet the identified needs of the target population and the intended impact.
6. Describe how the proposal will make the applicant and/or the target population it intends to serve more resilient or more prepared for future severe weather events.

Attachment B-3.... CAPITAL-BASED BUDGET

Project Name: _____

Contractor SFS Payee Name: _____

Funding Opportunity: _____

Category of Expense	Grant Funds	Other Funds	Total
1. Scoping and Pre-Development			
2. Design			
3. Acquisition			
4. Construction			
5. Administration			
6. Working Capital/Reserves			
7. Other			
Total			

SSBG Associated Budget Narrative

A separate Program Plan Narrative is required for each Funding Opportunity

For each Funding Opportunity the applicant is applying for, the applicant must:

1. Provide a brief description of the purpose and outcomes.
2. Describe the relevant impact of Superstorm Sandy on the provider, its facilities and/or the population it serves that this proposal is intended to address, including physical damage.
3. Describe the SSBG-eligible vulnerable population the proposal would serve.
4. Describe where the proposed funds would be utilized.
5. Describe how the proposal would meet the identified needs of the target population and the intended impact.
6. Describe how the proposal will make the applicant and/or the target population it intends to serve more resilient or more prepared for future severe weather events.