



**Office for
the Aging**

**ADDENDUM #1
7/17/19**

Grants Gateway # OFA01-AFPG-2019
New York State Office for the Aging

New York State Age-Friendly Planning Grant Program
Request for Applications

Changes are to the eligible applicants for Options 2, 3, and 4 and to the RFA timeline, specifically an extension of deadline to submit questions regarding the RFA and a change to the date by which the answers to the questions will be issued/posted.

A. RFA Document, Page 7, Important Information for Prospective Applicants, Available Funding

The following has been updated/modified in the RFA. Strike-through indicates deleted text; underlined bolded text is new.

Removal of Mohawk Valley and the addition of Finger Lakes as eligible to become an Age-Friendly Center for Excellence under option 4.

AMENDED TO:

Counties eligible to apply to become an Age-Friendly Center for Excellence under option 4 of this RFA must be located in one of the following REDC regions:

- **Finger Lakes**
- Long Island
- Mid-Hudson
- ~~Mohawk Valley~~
- North Country
- Capital Region
- Central New York

Counties in the REDC regions of Western New York, Southern Tier, ~~Finger Lakes~~, **Mohawk Valley**, and New York City are **not** eligible to become an Age-Friendly Center of Excellence under this RFA. Through its Age-Friendly NYC Commission, New York has already established itself in this work through the New York Academy of Medicine and the World Health Organization. The remaining regions will be provided with an Age

Friendly Center of Excellence through a public-private partnership. Even though there are 10 REDC regions, 6 of which are eligible for option 4, it is anticipated that two awards will be made through this RFA with the eventual goal of having an Age-Friendly Center of Excellence in each REDC region.

B. RFA Document, Page 12, Mandatory Minimum Qualifications

The following has been updated/modified in the RFA. Strike-through indicates deleted text.

Removal of Broome County as not eligible under option 2.

AMENDED TO:

Option 2:

1. The Applicant must be a county, as defined under Section 3 of Article 1 of the County Law;
 2. The Applicant has completed only Step 1 of AARP certification for acceptance into AARP's Network of Age-Friendly Communities, which includes sending the required letter to AARP seeking certification and submitting the application to join the AARP Network of Age-Friendly Communities (see <http://www.aarp.org/livable-communities/network-age-friendly-communities/>).
- Counties that are already members of AARP's Network of Age-Friendly Communities and not eligible under option 2 are:
 - Albany County
 - ~~Broome County~~
 - Chemung County
 - Erie County
 - Tompkins County
 - Westchester County
 - New York City (Bronx County, Kings County, New York County, Queens County, Richmond County)
 - NOTE: The above AARP certified age-friendly counties that are not eligible for option 2 may apply on behalf of a municipality within their county that has only completed Step 1.

and

3. The Applicant must provide a letter of support, Memorandum of Understanding, or Letter of Commitment from each identified partner.

C. RFA Document, Page 13, Mandatory Minimum Qualifications

The following has been updated/modified in the RFA. Strike-through indicates deleted text; underlined bolded text is new.

Removal of Mohawk Valley and the addition of Finger Lakes as eligible under option 4.

AMENDED TO:

Option 4:

1. The Applicant must be a county, as defined under Section 3 of Article 1 of the County Law;
2. The Applicant must have demonstrated knowledge and experience in Age Friendly programming and concepts, or may partner with academic institutions, not-for-profit and other appropriate community-based organizations, and municipal governments that can demonstrate that they have the capacity to develop such knowledge and experience via the learning collaborative;
3. The Applicant must provide a letter of support, Memorandum of Understanding (MOU), or Letter of Commitment from each identified partner that demonstrates a clear connection or partnership; this includes partnering with a municipal government, university, community college, not-for-profit, or other appropriate community-based organization; and
4. The Applicant must be located in one of the following REDC regions:
 - **Finger Lakes**
 - Long Island
 - Mid-Hudson
 - ~~Mohawk Valley~~
 - North County
 - Capital Region
 - Central New York

Counties in the REDC regions of Western New York, Southern Tier, ~~Finger Lakes~~, **Mohawk Valley**, and New York City are not eligible to become an Age-Friendly Center of Excellence under this RFA under option 4. Through its Age-Friendly NYC Commission, New York has already established itself in this work through the New York Academy of Medicine and the World Health Organization. The remaining regions will be provided with an Age Friendly Center of Excellence through a public-private partnership.

D. RFA Document, Page 16, 8. Time Table

The following has been updated/modified in the RFA. Strike-through indicates deleted text; underlined bolded text is new.

Extension of the deadline to submit questions regarding the RFA and a change to the date by which the answers to the questions will be issued/posted.

AMENDED TO:

06/26/2019	Release of Request for Applications
07/15/2019 <u>07/26/2019</u>	Last date to submit questions regarding RFA
08/02/2019 <u>08/09/2019</u>	Answers to questions issued/posted
08/30/2019	Application packages must be submitted via Grants Gateway by 4:00 p.m. ET on this date. Please see Part I-11 for more detail regarding submission of applications.
10/25/2019	Anticipated date to notify successful applicants
01/01/2020	Contract commences
12/31/2022	Contract ends

E. RFA Document, Page 16, 9. Questions Concerning the RFA

The following has been updated/modified in the RFA. Strike-through indicates deleted text; underlined bolded text is new.

Extension of the deadline to submit questions regarding the RFA.

AMENDED TO:

Prospective applicants may submit written questions to **Nancy Graham**, who is the designated contact, by e-mail to Nancy.Graham@aging.ny.gov or by fax to **(518) 474-0608** starting on 06/26/2019 and no later than **4 p.m. ET, ~~07/15/2019~~ 07/26/2019**. No telephone calls will be accepted. **Each question should cite the particular RFA part, page and number to which it refers.** Questions received after the deadline may not be answered. A summary of the questions and answers will be posted on NYSOFA's website at <https://aging.ny.gov/ContractsandGrants/index.cfm>. From the RFA issuance date until the selection, all contacts with NYSOFA concerning the contents of this FA shall be made via-email or fax through **Nancy Graham**.



**Office for
the Aging**

NEW YORK STATE OFFICE FOR THE AGING

REQUEST FOR APPLICATIONS

New York State Age-Friendly Planning Grant Program

Date of Issuance – June 26, 2019

**Andrew M. Cuomo
Governor**

**Greg Olsen
Acting Director**

New York State Age-Friendly Planning Grant Program

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Important Information for Prospective Applicants

Through this Request for Applications (RFA) the New York State Office for the Aging (henceforth referred to as “NYSOFA” or the “State”) seeks applications from counties, as defined under Section 3 of Article 1 of the County Law, to systematically support Governor Andrew M. Cuomo’s priority of promoting policies and programs that bolster New York State’s position as the first age-friendly state in the nation. The New York State Department of Health and the New York State Department of State, as part of the Health Across All Policies/Age Friendly New York (HAAP/AFNY) Steering Committee, support the issuance of this RFA to further age-friendly efforts underway at the state level.

The Age-Friendly Planning Grant Program will build upon the State’s successes and offer funding within each Regional Economic Development Council (REDC) Region¹ of \$800,000 total to fund age-friendly planning and activities (options 1-3 below) as well as \$200,000 total to support Age Friendly Centers of Excellence (option 4 below). Applicants will have the opportunity to:

1. Create at the county level a replicable version of the Governor’s Executive Order on Incorporating Health Across all Policies into State Agency Activities (EO 190²);
2. Sign up and initiate activities necessary to become certified as age-friendly through the AARP/World Health Organization (WHO) process³;
3. Submit a combined application that incorporates both options 1 and 2; and/or
4. Apply to be an Age-Friendly Center of Excellence that will further develop its Age-Friendly/Livable Communities principles and projects and will provide mentorship to participating awardees who are beginning this work under options 1, 2, or 3.

If you are applying for option 1, 2, or 3 AND option 4, you must submit a separate application for each option. State assistance will be provided up to 100% of the eligible cost of the activity. While no match is required, counties can earn extra points for providing up to \$25,000 in a cash match.

Background

Governor Andrew M. Cuomo has been working to make New York more equitable, livable, sustainable, and resilient for people of all ages. Since 2011, New York has become a national leader in fostering and supporting age-friendly communities by pioneering multi-faceted programs supporting aging in place by considering AARP’s eight (8) domains of livable communities and utilizing an unparalleled suite of Smart Growth reforms.

Smart Growth is sensible, planned growth integrating economic development and job creation with community quality-of-life by preserving the built and natural environments. Smart Growth seeks to discourage development on open space and farmland and encourage

¹ <https://esd.ny.gov/regions>

² <https://www.governor.ny.gov/news/no-190-incorporating-health-across-all-policies-state-agency-activities>

³ <https://www.aarp.org/livable-communities/network-age-friendly-communities/>

growth in developed areas with existing infrastructure. This type of community planning encourages clustered population centers, full of activity, diversity and character, surrounded by life-sustaining natural areas and working landscapes. In practice, this combination of community planning activity, land use regulations, government incentives, and individual actions can turn investment toward quality of life and better places.

Age-friendly and healthy aging concepts are not only about old age—they are about improving the health and wellness of people of all ages. It is about designing communities that strengthen people’s connections to each other, improve health, increase opportunities for physical activity, and support and advance the economic environment through proactive design and future-based planning.

In Governor Cuomo’s 2017 State of the State Address, agencies were charged with a more proactive and interactive approach to improving the state’s population health. Using the state’s health improvement plan—the Prevention Agenda⁴—as the overarching framework, Governor Cuomo launched the Health Across All Policies/Age Friendly New York (HAAP/AFNY) framework where non-health focused state agencies are linked to and work with health focused agencies to take into account how their actions, such as new programs, procurements, and policies, can positively impact health.

As part of this strategy, the Governor committed to become the first age-friendly state in the country, as defined by the World Health Organization (WHO) and AARP; that designation was officially received in December 2017. Age-friendly communities, as defined by WHO and AARP, commit to improving their communities by addressing the eight (8) domains of livability.⁵ Municipalities throughout the country, including 18 in New York, have earned the age-friendly designation, but New York State is the first state to have achieved the age-friendly designation.

Building on the HAAP/AFNY framework, the Governor issued the Incorporating Health Across all Policies into State Agency Activities Executive Order⁶ on November 14, 2018, which directs agencies to consider the impact of their policies and procurements on health and healthy aging, aligned with the eight (8) domains of livability. To support New York’s commitment in creating age-friendly communities, the State has also set a goal of making 50 percent of all health systems age-friendly within the next five years, which will include the establishment of age-friendly emergency rooms, which will be better equipped to provide care to aging New Yorkers with cognitive and other physical disabilities.

Key to New York’s successes has been a strong partnership with local leaders and local communities across the state. A critical component to improving the state’s health and strengthening economic development is embedding elements of wellness within economic development and community revitalization strategies to create or renovate built

⁴ https://www.health.ny.gov/prevention/prevention_agenda/2019-2024/

⁵ <https://www.aarp.org/livable-communities/network-age-friendly-communities/info-2016/8-domains-of-livability-introduction.html>

⁶ <https://www.governor.ny.gov/news/no-190-incorporating-health-across-all-policies-state-agency-activities>

environments, which will improve population health by increasing opportunities for physical activity, having cleaner air, creating safer streets, and making communities desirable places to live and work. This multi-faceted approach makes communities and people healthier, which saves money and boosts the economy. These are the underlying strategies called for in the Prevention Agenda, which has helped New York become the 10th healthiest state in the nation, up from the 28th in 2008 when the Prevention Agenda was started.

New York State's Prevention Agenda for 2019-2024 incorporates the Health Across All Policies/Age Friendly New York framework with healthy aging approaches and strategies to support local communities in improving the health and wellbeing of their residents. To support Prevention Agenda priorities, local health departments and hospitals are required to collaborate with their community partners to conduct community health improvement, with the new cycle of local planning having started in January 2019.

The State will build on its achievements by continuing to work with local governments, residents, and businesses to embed the eight (8) domains of livability and age-friendly policy into all aspects of community development to make positive changes in communities that are attractive to all, regardless of age.

Examples of Smart Growth reforms and age-friendly initiatives to date that support AARP's eight (8) domains of livable communities include:

- Twelve (12) counties and more than 100 villages, towns, and cities have now adopted Complete Streets policies to consider the safe, convenient access and mobility of all roadway users of all ages and abilities since the signing of the Complete Streets Act in 2011.
- Through the Livable NY initiative, the state has been working collaboratively to guide municipalities with technical assistance as they seek to make planning decisions around livability.
- Thousands of affordable housing units have been created as part of the House NY 2020 plan, which will ultimately create and preserve more than 100,000 units of affordable housing throughout the State by 2021. Since 2011, New York has helped older adults stay in their neighborhoods by building and preserving more than 8,600 affordable senior housing units.
- The Governor's expansion and extension of the State's Historic Preservation Tax Credit has enabled the rehabilitation of hundreds of historic buildings throughout the state that are serving as anchors for broader community and downtown revitalization. New York State has led the nation in the number of completed historic property revitalization projects using rehabilitation tax credit programs. Since the Governor signed legislation to bolster the state's use of rehabilitation tax credits in 2013, the state and federal program has spurred \$3 billion of investment in historic commercial

properties. In 2016, \$748 million in investments was generated by the state and federal credit to revitalize historic buildings throughout the state.

- As part of the previous three rounds of the Downtown Revitalization Initiative, the State has awarded \$300 million to 30 downtown areas, prioritizing awards to municipalities that have age-friendly policies in place that improve livability, including the presence of mixed use spaces, modern zoning codes, streets that are both walkable and bikeable, non-discrimination laws, and other policies that make communities more livable for all ages; and
- In 2017, New York State created the nation's first statewide mobile app to connect more than 3.7 million older adults with easily accessible information about benefits, programs, and services, including information regarding health and wellness, housing, and transportation options, among others.

Available Funding

NYSOFA anticipates 10 successful applicants (1 from each REDC region) will be selected to receive grants for options 1-3 (as listed on page 4) with an additional minimum of 2 successful applicants selected for option 4. All applications must meet the mandatory minimum qualifications (see page 13) and receive the minimum total score of 70 in order to be selected for funding (see Part I-29 Review Panel and Evaluation Criteria). If there is an REDC region that does not have a successful applicant, that region will not be awarded.

Counties eligible to apply to become an Age-Friendly Center for Excellence under option 4 of this RFA must be located in one of the following REDC regions:

- Finger Lakes
- Long Island
- Mid-Hudson
- North Country
- Capital Region
- Central New York

Counties in the REDC regions of Western New York, Southern Tier, Mohawk Valley, and New York City are **not** eligible to become an Age-Friendly Center of Excellence under this RFA. Through its Age-Friendly NYC Commission, New York has already established itself in this work through the New York Academy of Medicine and the World Health Organization. The remaining regions will be provided with an Age Friendly Center of Excellence through a public-private partnership. Even though there are 10 REDC regions, 6 of which are eligible for option 4, it is anticipated that two awards will be made through this RFA with the eventual goal of having an Age-Friendly Center of Excellence in each REDC region.

Any funding remaining after all initial awards are made, will be awarded in the following order:

1. A third Age-Friendly Center of Excellence will be awarded to the applicant with the highest score in the remaining eligible REDC regions.
2. The highest scoring application(s) for either option 1, 2, or 3 will be awarded, regardless of REDC region.

The remaining eligible applications will be ranked highest to lowest score and funding will be awarded to as many applications as possible in score order. Applications for options 1-3 will be ranked together and applications for option 4 will be ranked separately. If there is not enough funding remaining to fund an additional Age-Friendly Center of Excellence, then funding will be awarded to applications for options 1-3 as stated above.

There is a total of \$1 million in funding under this opportunity: \$800,000 to fund age-friendly activities and planning under options 1-3 and a total of \$200,000 to create Age Friendly Centers of Excellence that will further develop their age-friendly policies and programs as well as provide mentorship through a statewide learning collaborative under option 4. The funding will be divided as follows:

- Option 1: up to \$20,000 per grant
- Option 2: up to \$40,000 per grant
- Option 3: up to \$80,000 per grant
- Option 4: 2 grants to be awarded at \$100,000 each

There is an optional matching funds component. Up to five (5) additional points will be awarded to any applicant that commits up to \$25,000 to support the state investment, with one additional point for every \$5,000 committed. All matching funds must be in the form of cash, as in-kind match is not permitted under this RFA.

Program Requirements Overview

The funds under the Age-Friendly Planning Grant Program are to be used to promote policies and programs that will bolster New York State's position as the first age-friendly state in the nation. Allowable activities include, but are not limited to:

- Developing a strategic plan to incorporate NYS Prevention Agenda activities and priorities into county governance;
- Conducting community needs assessments, including holding town halls to solicit input;
- Developing a county roadmap with goals and metrics for age-friendly activities;
- Convening local and municipal leaders within the county to discuss how to incorporate age-friendly and the NYS Prevention Agenda considerations into governance decisions;
- Expand and enhance age-friendly programming and activities in local and municipal governments in the REDC region; and
- Funding or hiring personnel to facilitate the allowable activities.

All successful applicants will be required to join the New York Academy of Medicine's statewide learning collaborative network⁷ to gain the skills, knowledge, and understanding of developing age-friendly communities. Awardees will receive one-on-one technical assistance from experts in age-friendly communities, livability, and the HAAP/AFNY framework through

⁷ www.nyam.org

in-person meetings to allow for networking and shared learnings as well as periodic webinars and group calls. It is expected that the Age Friendly Centers for Excellence will function as learning collaborative mentors, sharing best practices and policies to support other awardees that wish to pursue age-friendly designation or implementing age-friendly principles and projects.

Collaborative learning networks (also known as “Communities of Practice”) refers to methodologies and environments in which learners engage in a common task, where each individual depends on and is accountable to each other. Collaborative learning is a situation in which two or more people learn or attempt to learn something together. Unlike individual learning, people engaged in collaborative learning capitalize on one another’s resources and skills (asking one another for information, evaluating one another’s ideas, monitoring one another’s work, etc.).

Successful applicants must address Smart Growth Principles (provided below), as well as the eight (8) domains of age-friendly/livable communities established by AARP/WHO. The eight (8) domains of age-friendly livable communities largely complement and overlap with the principles of Smart Growth and the NYS Prevention Agenda 2019-2024.

Smart Growth Principles

In developing plans under this grant program, counties should consider the following principles of Smart Growth and Sustainable Development:

- 1. Mixed Land Uses:** A critical component of achieving viable places to live is providing for a mix of land uses, which convey substantial fiscal and economic benefits by placing commercial uses near residential areas.
- 2. Density:** Compact communities are more land- and energy-efficient, provide the critical mass for neighborhood retail, commercial development, and mass transit, protect natural resources, as well as promote walkability. Concentrating and directing growth in designated centers reduces the demand for sprawling greenfield development on the metropolitan fringe, thus saving open space and farmland as well as protecting natural resources. Growth in centers maximizes the use of existing infrastructure, avoiding costly municipal expenditures on the extension and maintenance of new infrastructure.
- 3. Green Infrastructure:** Smart Growth incorporates green buildings, energy conservation measures, renewable energy, sustainable site location and maintenance, locally produced materials and food, well-maintained and well-placed parks, trails, linked open spaces, accessible environmental and ecological education areas, sustainable storm-water management, as well as urban forestry.
- 4. Socio-Economic Diversity and Integration:** Communities designed on Smart Growth principles allow people of diverse ages, incomes, races, and physical abilities

to interact more regularly, easily, and safely by encouraging walkable communities, accessible public spaces, and a variety of age-, income- and race/ethnic-integrated housing opportunities.

5. **Range of Housing Opportunities and Choices:** Provide quality housing with efficient access to jobs, resources, and amenities for people of all income levels, ages, and races.
6. **Walkable/Bikeable Neighborhood Design:** Walkable/bikeable communities make pedestrian activity possible by mixing land uses, building densely, and connecting streets in a gridded pattern, thus expanding transportation options and creating streetscapes that better serve a range of users, including pedestrians, bicyclists, transit riders, and automobiles.
7. **Distinctive, Attractive Communities with a Strong Sense of Place:** Smart Growth encourages communities to set standards for development and construction that respond to community values of architectural aesthetics, neighborhood-friendly design, and human-scale planning, as well as expanded choices in housing and transportation.
8. **Development and Redevelopment in Existing Communities:** Smart Growth directs development toward existing communities already served by infrastructure, seeking to utilize the resources that existing neighborhoods offer, and to conserve open space and irreplaceable natural resources on the urban and metropolitan fringe.
9. **Variety of Mobility Choices:** Providing people with efficient and varied mobility choices—walking, biking, public transit—fosters greater community opportunities for housing, shopping, and jobs compliant with Smart Growth Principles.
10. **Well-Planned and Well-Placed Public Spaces:** Public space plays a prominent role in the Smart Growth paradigm. Smart public spaces increase walkability, social interaction, livability, a sense of place, and neighborhood aesthetics.
11. **Community-Based Collaboration in Planning:** Collaborative efforts can lead to creative resolutions of development issues and greater community understanding of the importance of good planning and investment, which results in great places to live, work, shop, and play.

Eight (8) Domains of Age-Friendly/Livable Communities

- 1. Outdoor Spaces and Buildings:** People need public places to gather—indoors and out. Green spaces, safe streets, sidewalks, outdoor seating, and accessible buildings (elevators, stairs, and ramps with railings, wheel-chair friendly entrances and hallways, etc.) can be used and enjoyed by people of all ages.
- 2. Transportation:** Driving shouldn't be the only way to get around. Public transit options can be as expansive and as infrastructure dependent as a train system or as targeted as a taxi service that provides non-drivers with rides to and from a doctor's office.
- 3. Housing:** Most people want to remain in their own home and community as they age. Doing so is possible, if housing is designed or modified for aging in place and a community has affordable housing options for varying life stages.
- 4. Social Participation:** Regardless of a person's age, loneliness and isolation are often as debilitating a health condition as having a chronic illness or disease. Loneliness and isolation can be combatted by the availability of accessible, affordable, and age-inclusive social activities.
- 5. Respect and Social Inclusion:** Intergenerational activities are a great way for youth and older adults to learn from one another; honor what each has to offer; and, at the same time, feel good about themselves.
- 6. Work & Civic Engagement:** Why does work need to be an all or nothing experience? An age-friendly community provides ways for older people (if they choose) to continue to work for pay, volunteer their skills, and be actively engaged in community life.
- 7. Communication and Information:** Age-friendly communities recognize that not everyone has a smartphone or Internet access and that information needs to be disseminated through a variety of means.
- 8. Community and Health Services:** At some point, every person of every age gets hurt, becomes ill, or simply needs some help. While it's important that care be available nearby, it's essential that residents can access and afford the services required.

Other Resources

- [NYS Prevention Agenda](#)
- [NYS Health Across All Policies/Age Friendly New York Framework](#)
- [Livable NY](#)
- [8 Domains of Livability](#)
- [Smart Growth America](#)
- [A Healthy Design for Madison County: Primer for Smart Growth](#)

Applicant Mandatory Minimum Qualifications

All applicants must fulfill all of the following mandatory minimum qualifications:

Option 1:

1. The Applicant must be a county, as defined under Section 3 of Article 1 of the County Law;

and
2. The Applicant must provide a letter of support, Memorandum of Understanding, or Letter of Commitment from each identified partner.

Option 2:

1. The Applicant must be a county, as defined under Section 3 of Article 1 of the County Law;
2. The Applicant has completed only Step 1 of AARP certification for acceptance into AARP's Network of Age-Friendly Communities, which includes sending the required letter to AARP seeking certification and submitting the application to join the AARP Network of Age-Friendly Communities (see <http://www.aarp.org/livable-communities/network-age-friendly-communities/>).
 - Counties that are already members of AARP's Network of Age-Friendly Communities and not eligible under option 2 are:
 - Albany County
 - Chemung County
 - Erie County
 - Tompkins County
 - Westchester County
 - New York City (Bronx County, Kings County, New York County, Queens County, Richmond County)
 - NOTE: The above AARP certified age-friendly counties that are not eligible for option 2 may apply on behalf of a municipality within their county that has only completed Step 1.

and

3. The Applicant must provide a letter of support, Memorandum of Understanding, or Letter of Commitment from each identified partner.

Option 3:

1. The Applicant submits an application meeting all of the combined criteria set forth above under options 1 and 2.

Option 4:

1. The Applicant must be a county, as defined under Section 3 of Article 1 of the County Law;
2. The Applicant must have demonstrated knowledge and experience in Age Friendly programming and concepts, or may partner with academic institutions, not-for-profit and other appropriate community-based organizations, and municipal governments that can demonstrate that they have the capacity to develop such knowledge and experience via the learning collaborative;
3. The Applicant must provide a letter of support, Memorandum of Understanding (MOU), or Letter of Commitment from each identified partner that demonstrates a clear connection or partnership; this includes partnering with a municipal government, university, community college, not-for-profit, or other appropriate community-based organization; and
4. The Applicant must be located in one of the following REDC regions:
 - Finger Lakes
 - Long Island
 - Mid-Hudson
 - North County
 - Capital Region
 - Central New York

Counties in the REDC regions of Western New York, Southern Tier, Mohawk Valley, and New York City are not eligible to become an Age-Friendly Center of Excellence under this RFA under option 4. Through its Age-Friendly NYC Commission, New York has already established itself in this work through the New York Academy of Medicine and the World Health Organization. The remaining regions will be provided with an Age Friendly Center of Excellence through a public-private partnership.

PART I: GENERAL INFORMATION FOR APPLICANTS

1. **MISSION STATEMENTS**

The mission of NYSOFA is to help older New Yorkers to be as independent as possible for as long as possible through advocacy, development and delivery of person-centered, consumer-oriented, and cost-effective policies, programs and services which support and empower the older adults and their families, in partnership with the network of public and private organizations which serve them.

2. **STATEMENT OF PURPOSE**

NYSOFA, in partnership with the NYS Department of Health and the NYS Department of State, seeks to fund counties to systematically support Governor Cuomo's priority of promoting policies and programs, bolstering New York State's position as the first age-friendly state in the nation by furthering efforts underway at the state level to make New York State age-friendly.

3. **CONFLICT OF INTEREST**

Successful applicants who enter into a contract with NYSOFA (i.e. Contractors) shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the Contractor fully performing its obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities, or relationships that could appear to be in conflict with the Contractor's fully performing its obligations to NYSOFA under the terms of this Contract.

In the event the Contractor is uncertain whether the appearance of a conflict of interest may exist, the Contractor shall submit to NYSOFA a full disclosure statement setting forth the relevant details for NYSOFA's consideration and direction. Failure to promptly submit a disclosure statement or to follow NYSOFA's direction in regard to the apparent conflict may be grounds for termination of the Contract.

4. **ISSUING OFFICE**

This RFA is issued by NYSOFA in partnership with the NYS Department of Health and the NYS Department of State. NYSOFA shall be the sole contact for information regarding its content.

5. ELIGIBLE APPLICANTS

The Applicant must be a county, as defined under Section 3 of Article 1 of the County Law for Options 1, 2, or 3. The lead Applicants for option 4 must be counties, but they may partner with municipalities, universities, community colleges, or non-profit community-based organizations. The Applicant is permitted to subcontract out a portion of the work under this RFA to another entity but cannot subcontract out 100% of the work. The Applicant must at a minimum actively manage the scope of work.

Additional eligibility criteria are based on what option(s) for which the applicant is applying. See Mandatory Minimum Qualifications on page 12 for details.

6. CONTRACT PERIOD

The contract period shall begin on or after January 1, 2020 not exceed twenty-four (24) months/two (2) years from the start of the project, with the provision to extend for one twelve (12) month period, if necessary. The learning collaborative shall not exceed one twelve (12) month period. If your proposed project start date will be prior to the date you will sign a funding contract with NYSOFA, you must clearly identify the project tasks or activities that will have been conducted prior to the contract execution.

All contracts entered into under options 1 and 2 of this RFA shall be fully executed when signed by both NYSOFA and the contractor. Based upon amounts awarded, contracts entered into under options 3 & 4 of this RFA may not be fully executed until approved by the Office of the State Comptroller (OSC).

7. ANTICIPATED ANNUAL BUDGET AND FUNDING FROM STATE FUNDS

There is a total of \$1 million in funding under this opportunity: \$800,000 to fund age-friendly activities and planning under options 1-3 and a total of \$200,000 to become Age Friendly Centers of Excellence under option 4. The funding will be divided as follows:

- Option 1: up to \$20,000 per grant
- Option 2: up to \$40,000 per grant
- Option 3: up to \$80,000 per grant
- Option 4: 2 grants to be awarded at \$100,000 each

Individual award amounts will be based on the amount of funding requested to meet the program objectives of the option for which the applicant is applying.

State assistance will be provided up to 100% of the eligible cost of the activity. While no match is required, counties can earn extra points for providing up to \$25,000 in a cash match. Up to five (5) additional points will be awarded to any applicant that commits up to \$25,000 to support the state investment, with one additional point for every \$5,000

committed. All matching funds must be in the form of cash as in-kind match is not permitted under this RFA.

This is a one-time award of funding. No payments can be made to successful applicants until the contract is fully executed. At that time, an advance of up to 25% of the award amount for the initial period of the contract may be requested. All subsequent payments will be made on a quarterly reimbursement basis. In order to ensure operational success, all applicants should have sufficient working capital to facilitate program-related business transactions for at least a three-month period. If your proposed project start date will be prior to the date you will sign a funding contract with NYSOFA, you must clearly identify the project tasks or activities that will have been conducted prior to the contract execution.

Applicants are to complete the Attachment B-1 – Expenditure Based Budget, the Administrative Worksheet, and the Match Worksheet in Grants Gateway. The total expenditures included in an Applicant’s budget **MUST** equal the sum of the funding amount requested by the Applicant and matching funds provided. **Administrative costs may not exceed 15% of the total budget**, total matching funds or state funds requested.

8. TIME TABLE*

06/26/2019	Release of Request for Applications
07/26/2019	Last date to submit questions regarding RFA
08/09/2019	Answers to questions issued/posted
08/30/2019	Application packages must be submitted via Grants Gateway by 4:00 p.m. ET on this date. Please see Part I-11 for more detail regarding submission of applications.
10/25/2019	Anticipated date to notify successful applicants
01/01/2020	Contract commences
12/31/2022	Contract ends

***NYSOFA reserves the right to revise any of these dates, as necessary.**

9. QUESTIONS CONCERNING THE RFA

Prospective applicants may submit written questions to **Nancy Graham**, who is the designated contact, by e-mail to Nancy.Graham@aging.ny.gov or by fax to **(518) 474-0608** starting on 06/26/2019 and no later than **4 p.m. ET, 07/26/2019**. No telephone calls will be accepted. **Each question should cite the particular RFA part, page and number to which it refers.** Questions received after the deadline may not be answered. A summary of the questions and answers will be posted on NYSOFA’s website at <https://aging.ny.gov/ContractsandGrants/index.cfm>. From the RFA issuance date until the selection, all contacts with NYSOFA concerning the contents of this RFA shall be made via e-mail or fax through **Nancy Graham**.

10. ADDENDUM TO THE RFA

NYSOFA reserves the right to amend the RFA by providing addenda. The addenda will be posted on NYSOFA's website at <https://aging.ny.gov/ContractsandGrants/index.cfm> and made available via Grants Gateway. If a prospective applicant has any questions regarding whether any addenda were issued, please e-mail **Nancy Graham** at Nancy.Graham@aging.ny.gov.

11. SUBMISSION OF APPLICATION

A. Application Submission

Applications must be submitted online via the New York State Grants Gateway by **08/30/2019 at 4:00 p.m. ET**, as referenced in Part I-8 of this RFA. Tutorials (training videos) on use of the Grants Gateway are available at <https://grantsmanagement.ny.gov/resources-grant-applicants>.

All applicants must be registered in Grants Gateway and establish users in the system. To start this process, from the Grants Opportunity Portal (https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx), under Registration, click "Request Access Now!" to view your options. For existing NYS vendors, there is only one step. You must submit a Registration Form for your Administrators identifying/naming a Delegated Administrator responsible for managing your organization's profile and users.

To find out if your organization has already registered, enter its SFS Vendor ID number and search. If your organization is registered, the search result will include contact information for its Delegated Administrator, and you can contact this individual to request access to the system. If your organization is not registered, the search results will provide a link to the Request Form for your Administrator, which will need to be completed and submitted pursuant to the instructions provided by Grants Gateway. If your organization is not registered but has a SFS Vendor ID, you will still need to submit the Registration Form and a copy of your agency's organizational chart in order to register.

To apply, log into the Grants Gateway and click on the "View Opportunities" button under View Available Opportunities. To get started, in the Search Criteria, enter the Grant Opportunity name listed on the cover of the RFA and select the Office for the Aging as the Funding Agency and hit the Search button. Click on the name of the Grant Opportunity from the search results grid and then click on the APPLY FOR GRANT OPPORTUNITY button located bottom left of the Main page of the Grant Opportunity.

In order to access the online application and other required documents such as the attachments, applicants **MUST** be registered and logged into the Grants Gateway system in the user role of either a "Grantee," "Grantee Contract Signatory," "Grantee Payment Signatory," or "Grantee System Administrator." **However, only "Grantee Contract**

Signatory” or “Grantee System Administrator” role can submit the application. The following table will provide a snapshot of which roles are allowed to Initiate, Complete, and Submit the Grant Application(s) in the Grants Gateway:

Role	Create and Maintain user Role	Initiate Application	Complete Application	Submit Application	View Application/ Contract/ Payments
Delegated Admin	✓				✓
Grantee		✓	✓		✓
Grantee Contract Signatory		✓	✓	✓	✓
Grantee Payment Signatory		✓	✓		✓
Grantee System Administrator		✓	✓	✓	✓
Grantee View Only					✓

Reference materials and videos are available for Grantees applying to funding opportunities on the Grants Gateway. Please visit the Grants Reform website at the following web address: <https://grantsmanagement.ny.gov/resources-grant-applicants> and select the “Grantee Quick Start Guide” from the menu. There is also a more detailed “Grantee User Guide” available on this page as well.

Once the application is complete, applicants are strongly encouraged to submit their applications at least 48 hours prior to the due date and time. This will allow sufficient opportunity for the applicant to obtain assistance and take corrective action should there be a technical issue with the submission process. Grants Reform staff are available to answer applicants’ technical questions and provide technical assistance prior to the application due date and time and can be reached at (518) 474-5595 or grantsreform@its.ny.gov.

Please note: Although the Grants Reform staff will do their best to address concerns that are identified less than 48 hours prior to the due date and time, there is no guarantee that they will be resolved in time for the application to be submitted by the deadline and, therefore, considered for funding.

Late applications will not be accepted. Applications can only be submitted via Grants Gateway.

B. Application Content Requirements

Completion of the following sections of the Application contained in this RFA document (Part III) are required and must be submitted as part of the application.

- Expenditure Based Budget (Attachment B-1) (Part III-2) including:
 - Administrative Worksheet
 - Match Worksheet

- Subcontractor Budget (Part III-3), if applicable, for any applicant subcontracting out \$5,000 or more in State Age Friendly Planning Grant funds
- Answers to Program Specific Questions (Part III-5)
 - Additional documentation that must be uploaded for Program Specific Questions (Part III-5):
 - Question 3: letter of support, Memorandum of Understanding, or Letter of Commitment from each project partner identified. **Applications that do not include such documentation for each identified partner will be deemed ineligible and therefore not considered.**
- Additional documentation that must be uploaded in the Pre-Submission Uploads section of the Forms Menu in the application in Grants Gateway in order to obtain bonus points where applicable:
 - Proof that the Applicant has achieved Climate-Smart Communities certification from the NYS Department of Environmental Conservation and/or Clean Energy Communities designation from the NYS Energy Research and Development Authority.
 - A letter from the Applicant's County Department of Health that describes work being done with their local coalition on Prevention Agenda goals.
 - For Option 1 only: proof that the Applicant has achieved certification as age-friendly through the AARP/WHO process.

NOTE: The RFA can also be found at:

<https://aging.ny.gov/ContractsandGrants/index.cfm>.

An incomplete submission will be scored accordingly based upon the documents received. NYSOFA will not contact applicants regarding missing sections.

The following documents included in the RFA package will form the basis of the contract with NYSOFA:

- State of New York Master Contract for Grants and Payment and Reporting Schedule (<https://grantsmanagement.ny.gov/system/files/documents/2018/09/sample-complete-nys-mcg.pdf>)
- Agency and Program Specific Clauses (Part II-1, Attachment A-1)
- Participation by MWBEs (Part II-2, Attachment M)
- Expenditure Based Budget (Part III-2, Attachment B-1)
- Program Work Plan (Part III-4, Attachment C)

C. Other documents that should be submitted:

- MacBride Fair Employment Principles Certification Form (* see note below)
- Non-Collusive Bidding Certification (* see note below)
- Encouraging Use of New York State Businesses in Contract Performance (*see below)

* The MacBride Fair Employment Principles Certification Form, Non-Collusive Bidding Certification, and Encouraging Use of New York State Businesses in Contract Performance forms should be submitted with the application. Although these documents are not part of the application package, they are required prior to the execution of all contracts. Please refer to Part IV for specific submission instructions for each of these disclosure documents. For any forms that must be received by NYSOFA, please submit a signed copy.

D. Minority and Women-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Forms (Attachments V-2 through V-4) – Please see Attachment M (Part II-2 on page 40) for details about the MWBE requirements. Applicants may complete and submit the following forms but they are not required at the time of application. Successful applicants will be required to submit all MWBE and EEO forms prior to contract approval:

- MWBE Utilization Plan (MWBE 103)
- EEO Staffing Plan (MWBE 101)
- MWBE/EEO Policy Statement (MWBE 100)

These forms are required to ensure that the applicant is in full accord with the aims and efforts of the State of New York to promote equal opportunity for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by MWBEs to state contracting opportunities. It is understood that the extent of the applicant’s MWBE subcontracting plans may not be known at the point of submission of the application. The applicant(s) selected for an award may be required to resubmit the required MWBE documents when contracting activities are finalized.

12. REQUEST FOR CLARIFICATION

Requests for clarification from NYSOFA regarding the contents of an applicant’s application will be sent via e-mail only and **will only be sent to the e-mail address(es) associated with the application in Grants Gateway**. NOTE: the person who initiates the application and the person who submits the application are automatically associated with an application (this may or may not be the same person). If an applicant wishes to change who is associated with their application or add additional people, please contact the Grants Reform Team at: grantsreform@its.ny.gov. The applicant is solely responsible for keeping their application, including their organization information and e-mail contact information, up to date and accurate in Grants Gateway.

Information submitted in response to NYSOFA requests must be submitted in writing via Grants Gateway in order to become part of the applicant’s application. The applicant must resubmit the application in Grants Gateway after providing any requested information in order for the application to continue through the review process. **Failure to do so will result in the disqualification of your application.**

13. INCURRED COSTS

The State of New York is not liable for any costs incurred prior to the approval of a contract by the Office of the State Comptroller (OSC).

14. DISCLOSURE OF APPLICATION CONTENTS

Except to the extent permitted by law, applications will not be disclosed, except for purposes of internal agency evaluation, prior to approval by the Office of the State Comptroller of the resulting contract. All materials submitted become the property of the State and may be returned at the State's discretion. Submitted applications may be reviewed and evaluated by any person designated by NYSOFA, other than one associated with a competing applicant. NYSOFA reserves the right to use any and all ideas presented in any response to the RFA. Selection or rejection of an application does not affect this right.

If an applicant believes that any information in their application constitutes a trade secret, they may request that such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law. In these instances, the applicant shall submit with its application a letter specifically identifying by page number, line, or other appropriate designation, that information which is a trade secret and explaining in detail why such information is a trade secret. This letter should be uploaded into the Document Vault within their Grants Gateway application. Failure by an applicant to submit such a letter with its application identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 87 of the Public Officers Law relating to protection of trade secrets.

15. LIMITS ON ADMINISTRATIVE EXPENSES AND EXECUTIVE COMPENSATION

NYSOFA has adopted a regulation (Title 9 NYCRR Part 6656) implementing Executive Order No. 38 providing for a limit on administrative expenses and executive compensation of providers of program services in order to meet the State's ongoing obligation to ensure the proper use of taxpayer dollars and the most effective provision of such services to the public. Effective July 1, 2013, covered providers must spend no more than a specified percentage of covered operating expenses funded with State funds or State-authorized payments on administrative expenses. In addition, a covered provider may not use State funds or State-authorized payments for executive compensation given directly or indirectly to a covered executive in an amount greater than \$199,000. These limits apply to covered providers (including subcontractors) receiving State funds or State-authorized funds unless a waiver of the limit on administrative expenses and/or limit on executive compensation has been granted. Covered providers are required to submit a completed EO#38 Disclosure Form for each covered reporting period within 180 days following the period. Additional information about Executive Order 38 can be found on the E.O. 38 website (<http://executiveorder38.ny.gov/>).

16. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN NEW YORK STATE LAW

The provisions of Attachment M (Part II-2), which is attached hereto, will be made a part of the final contract and the parties shall agree to be bound by the terms and conditions thereof.

17. MACBRIDE FAIR EMPLOYMENT

The provisions of the Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles Certification (see Part IV-1) will be a part of the final contract and all applicants must fully complete and sign.

18. NEW YORK STATE MASTER CONTRACT FOR GRANTS STANDARD CLAUSES

The Master Contract for Grants, found at <https://grantsmanagement.ny.gov/system/files/documents/2018/09/sample-complete-nys-mcg.pdf>, will be made a part of the final contract and the parties shall agree to be bound by the terms and conditions thereof.

19. AGENCY SPECIFIC AND PROGRAM SPECIFIC CLAUSES

The provisions of Attachment A-1 (Part II-1), which is attached hereto, will be made a part of the final contract and the parties shall agree to be bound by the terms and conditions thereof.

20. TAX PROVISIONS

Purchases made by the State of New York are not subject to state or local sales taxes or federal excise taxes. The official State of New York Voucher for materials, equipment, supplies and services is sufficient evidence to exempt the transaction from sales tax under section 1116(a)(1) of the Tax Law.

21. ACCESSIBILITY OF STATE AGENCY WEB-BASED INTRANET AND INTERNET INFORMATION AND APPLICATIONS

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-

P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSOFA, contractor or other and the results of such testing must be satisfactory to NYSOFA before web-based information and applications will be considered a qualified deliverable under the contract or procurement. A copy of the New York State Enterprise IT Policy NYS-P08-005 can be found at: <https://its.ny.gov/tables/technologypolicyindex>.

22. NON-COLLUSIVE BIDDING CERTIFICATION

Section 139-d of the State Finance Law requires each applicant to sign a non-collusive bidding certification. This certification may be found in Part IV-2.

23. NOTIFICATION OF AWARD

After evaluation and selection of the successful applicants, all applicants will be notified by NYSOFA in writing of the outcome of their application. **The successful applicants' press releases pertaining to this program shall not be made public without prior written approval by NYSOFA.**

24. DEBRIEFINGS

As noted above, the State shall provide all applicants with written notice of the contract award, or non-award. Unsuccessful applicants may request and are entitled to a debriefing. The notice of contract award or non-award will state how to request a debriefing and the date by which a debriefing must be held.

The Debriefing Procedure for the New York State Office for the Aging can be found at: <https://www.aging.ny.gov/ContractsandGrants/index.cfm> . A copy of the procedure will be provided to any applicant upon request.

25. PROCEDURES FOR HANDLING OF PROTESTS/APPEALS OF BID SPECIFICATIONS AND PENDING AWARDS

The Solicitation Protest Procedure by the New York State Office for the Aging can be found at: <https://www.aging.ny.gov/ContractsandGrants/index.cfm> A copy of the Protest Procedure will be provided to any applicant upon request.

1. Formal Written Protests

- a. Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any potential applicant or Offerer who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of a bid solicitation, proposal evaluation, bid award, or contract award

phases of the procurement, may present a formal complaint to the NYSOFA and request administrative relief concerning such action ("formal protest").

b. A formal protest must be submitted in writing to the NYSOFA, by means of the United States Post Office, first class mail, or by electronic mail (e-mail), except where alternate arrangements have been made, to the Director of the New York State Office for the Aging, at 2 Empire State Plaza, 5th Floor, Albany, NY 12223-1251.

c. A formal protest must include a statement of all legal and/or factual grounds for disagreement with a NYSOFA specification or procurement decision; a description of all remedies or relief requested; and copies of all applicable supporting documentation.

2. Deadline for Submission of Formal Protests

a. NYSOFA must receive formal protests concerning errors, omissions or prejudice including patently obvious errors in the bid specifications or solicitation documents, at least ten (10) calendar days before the date set in the solicitation for receipt of proposals or application.

b. NYSOFA must receive formal protests concerning an award of contract: (1) within ten (10) calendar days following the date upon which a non-select letter is mailed or emailed to a Offerer; or 2) if the protesting party did not submit a bid, proposal or application in response to the solicitation, then within ten (10) calendar days from the date the party knew or should have known of the facts which form the basis of the protest (together hereinafter referred to as the "Protester").

3. Review and Final Determination of Protests

a. Protests will be resolved through written correspondence. However, the Protester may request a meeting to discuss a formal protest or NYSOFA may initiate a meeting on its own motion, at which time the participants may present their concerns. Either the Protester or the NYSOFA may elect to decline such a meeting, without prejudice.

b. Where a formal decision is required, the Director may designate a NYSOFA employee ("designee") to review the procurement record, the materials presented by the Protester and/or any materials required of or submitted by other Offerers, consult with agency counsel, and draft a proposed determination of the protest, addressing all of the issues that were raised by the protest.

c. The Director (or designee) will conduct a review of the records involved in the protest, including but not limited to a review of the materials presented by the protesting party and/or any materials required of or submitted by other Offerers. The

Director (or designee) will provide a written decision, summarizing the facts as presented by the parties, an analysis of the substance of the protest, and a decision based upon those facts and analysis. The Director (or designee) may consult with agency Counsel.

d. A copy of the protest decision, stating the reason(s) upon which it is based and informing the Protester of the right to appeal an unfavorable determination to the Office of the State Comptroller (OSC), shall be sent to the Protester or its agent within forty-five (45) calendar days of receipt of the protest, except that upon notice to the Protester such period may be extended. The protest determination will be recorded and included in the procurement record, or otherwise forwarded to OSC upon issue.

4. Appeals

a. Upon receipt of NYSOFA's bid protest determination, the Protester has ten (10) business days to file an appeal of that determination with the OSC Bureau of Contracts. The appeal must be filed with:

Bureau Director
at bidprotests@osc.state.ny.us or
Bureau of Contracts
New York State Office of the State Comptroller
110 State Street, 11th Floor,
Albany, New York 12236.

b. The Protester's appeal must contain an affirmation in writing that a copy of the appeal has been served on NYSOFA, the successful Offerer or applicant (except where the successful Offerer or applicant is the appealing party) and any other party that participated in the protest. In its appeal, the Protester shall set forth the basis on which it challenges the NYSOFA's determination. The OSC Bureau of Contracts will review the allegations raised in the protest and the contracting agency's determination.

5. Reservation of Rights and Responsibilities of the NYSOFA. The NYSOFA 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 and NYSOFA. If the NYSOFA determines that there are compelling circumstances, including the need to proceed immediately with the contract award in the best interest of the State, then these protest procedures may be suspended and such decision shall be documented in the procurement record. The NYSOFA reserves the right to consider all information relevant to the protest, from any source, 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 final agency determination.

6. Procurement Activity Prior to Final Protest Activity

a. Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by the NYSOFA. If a formal protest or appeal is received by the NYSOFA on a recommended award prior to the underlying contract being forwarded to OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC. If a final protest determination has been reached prior to transmittal to the OSC, a copy of the final agency decision must be included in the procurement record and forwarded with the recommendation for award.

b. If a final agency determination is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under State Finance Law § 112, a copy of the final agency determination shall be forwarded to the OSC when issued, along with a letter either: (a) confirming the original NYSOFA recommendation for award and supporting the request for final § 112 approval; or (b) modifying the proposed award recommendation in part and supporting a request for final § 112 approval as modified; or (c) withdrawing the original award recommendation.

7. Record Retention of Bid Protests - 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 statutory requirements for records retention.

26. APPLICATION EFFECTIVE PERIOD

All Applications received in response to this RFA will remain in effect for at least ninety (90) days following the final date for submission of Applications.

27. APPLICATION MODIFICATION

Should a successful applicant wish to significantly modify its program activities after notification of the award, NYSOFA reserves the right to rescind the award.

28. REIMBURSEMENT

All claims for payment shall be submitted in accordance with procedures as set forth in the Payment and Reporting Schedule (Attachment D of the Master Contract for Grants). The successful applicant will be eligible for a 25 percent advance payment upon execution of a contract between the successful applicant and NYSOFA and subject to the availability of funds.

Under no circumstances will any contract be fully executed, or valid and enforceable until approved by the Office of the State Comptroller. All subsequent payments will be made on a

reimbursement basis following expenditures for approved costs in accordance with the contract budget (Part III-2 - Attachment B-1).

Reimbursement vouchers must be submitted on at least a quarterly basis. If an advance payment is made, it will be recouped against amounts due on reimbursement claims submitted during the latter part of the contract period. The final claim for payment must be submitted within sixty (60) days following the end of the contract period.

29. REVIEW PANEL AND EVALUATION CRITERIA

Selection of the successful applications will be done by a review panel designated by NYSOFA. The applications will be rated on each of the following criteria:

<i>Application Item</i>		<i>Maximum Score</i>
Program	Program Specific Questions	80
Cost	Budget – Attachment B-1 – Expenditure Based Budget, as well as: <ul style="list-style-type: none"> • Administrative Worksheet • Match Worksheet 	20
Available Bonus Points	Up to	14
Maximum Possible Score		114

In order for an Applicant to receive the maximum available points for an individual question, the Applicant must exceed expectations for that individual response. Exceeding is evidenced by providing an answer that clearly demonstrates additional information above and beyond what is asked in the stated question. This could include, but is not limited to, program enhancements, expanded services, additional resources, etc.

Available Bonus Points:

- An additional three (3) points shall be awarded to applicants that have achieved Climate-Smart Communities certification from the NYS Department of Environmental Conservation and/or Clean Energy Communities designation from the NYS Energy Research and Development Authority.
- Up to five (5) additional points will be awarded to an applicant that commits up to \$25,000 to support the state investment, with one additional point for every \$5,000 committed.
 - All additional funds must be in the form of cash. In-kind match is not allowable.
- Up to three (3) additional points shall be awarded to an applicant that is working with its local Prevention Agenda coalition to connect this effort to supporting

attainment of local Prevention Agenda goals. To be awarded the additional three (3) points, an applicant must provide a letter from their County Department of Health that describes work being done with their local coalition on Prevention Agenda goals.

- For Option 1 only, an additional three (3) points shall be awarded to applicants that have achieved certification as age-friendly through the AARP/WHO process.

All applicants must obtain a **minimum total score of 70** (combined program and cost scores) in order to be considered for funding. In the event that there is a tie, the application with the higher program score will be selected for funding.

If there is an REDC region that does not have a successful applicant, either because there were no applicants that meet the mandatory minimum qualifications or no eligible applicants that met the mandatory minimum score, that region will not be awarded.

Any funding remaining after all initial awards are made, will be awarded in the following order of priority:

1. A third Age-Friendly Regional Technical Assistance Center of Excellence will be awarded to the applicant with the highest score in the remaining eligible REDC regions.
2. The highest scoring application(s) for either option 1, 2, or 3 will be awarded, regardless of REDC region.

The remaining eligible applications will be ranked highest to lowest score and funding will be awarded to as many applications as possible in score order. Applications for options 1-3 will be ranked together and applications for option 4 will be ranked separately. If there is not enough funding remaining to fund an additional Age-Friendly Regional Technical Assistance Center of Excellence, then funding will be awarded to applications for options 1-3 as stated above.

30. WORKERS' COMPENSATION LAW

The Workers' Compensation Law requires that the State obtain evidence that all contracting organizations maintain the required Workers Compensation and Disability Benefits Insurance for the employees. The successful applicant will need to supply NYSOFA with a copy of form C-105.2 Certificate of Workers' Compensation Insurances and a copy of form DB-120.1 Disability Benefits Insurance or a copy of form CE-200, Attestation of Exemption. These forms can be obtained from your insurance carrier. The name and address of NYSOFA must appear as the entity requesting proof of coverage (listed as the certificate holder) on form C-105.2 and DB-120.1.

31. IRAN DIVESTMENT ACT

By submitting a bid/Application 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:

<https://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 NYSOFA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, NYSOFA 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 NYSOFA 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. NYSOFA 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.

32. STATE RESERVED RIGHTS

New York State Procurement Rights.

NYSOFA reserves the right to:

1. Prior to the application review, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
2. Prior to the application review, direct applicants to submit proposal modifications addressing subsequent RFA amendments;
3. Change any of the scheduled dates;
4. Reject applications that fail to meet the mandatory minimum qualifications;
5. Withdraw the RFA at any time, at the agency’s sole discretion;

6. Eliminate any specifications that cannot be complied with by all of the prospective applicants;
7. Disqualify any applicants whose conduct and/or application fails to conform to the requirements of the RFA;
8. Require clarification at any time during the application process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's application and/or to determine an applicant's compliance with the requirements of the application;
9. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA;
10. Make an award under this RFA in whole or in part;
11. Utilize any and all ideas submitted in the proposals received; and
12. Require the removal of any of the Applicant/Contractor's or subcontractor's staff from working on the finalized contract if, in the State's sole discretion, such Applicant/Contractor or subcontractor staff is/are not performing in accordance with the terms of the contract, or for any other reasonable work-related cause.

PART II: CONTRACT TERMS
1. PROGRAM SPECIFIC TERMS AND CONDITIONS
ATTACHMENT A-1

The provisions of Sections I through IV of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts unless expressly superseded by the provisions of Attachment A-2 (Federally Funded Grants). Program specific clauses, if any, are contained in Section V of this Attachment A-1.

I. General Provisions

- A. Laws, Rules, Regulations:** The Contractor shall comply with any provisions of the Older Americans Act of 1965, as amended, determined applicable by the State, and all rules and regulations pertaining thereto promulgated by the Administration on Aging, United States Department of Health and Human Services, which are in effect or become effective during the term of this Agreement. The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.
- B. Age Discrimination:** The Contractor shall comply with the Age Discrimination in Employment Act of 1967 (Pub. L. 90-202) (ADEA), as amended (29 U.S.C. § 621 *et seq.*), the Equal Pay Act of 1963 (Pub. L. 88-38) (EPA), as amended (29 U.S.C. § 206(d)) and the NYS Human Rights Law, Article 15 of the New York State Executive Law.
- C. Federal Non-Discrimination Statutes:** The Contractor agrees to comply with all federal and State laws and regulations affecting this agreement, including the Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, *et seq.*), Section 504 of the Rehabilitation Act, as amended, Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*), Civil Rights Act of 1964, Title VI, as amended, the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, *et seq.*) and Equal Pay Act of 1963, as amended (29 U.S.C. 206), and all rules and regulations pertaining thereto promulgated by the United States Department of Health and Human Services which are in effect or become effective during the term of this Agreement, and the New York State Human Rights Law. The Contractor agrees to comply with the Americans with Disabilities Act of 1990 which protects qualified individuals with disabilities from discrimination in employment and provides access to public services. Reasonable accommodations must be made for any person with a disability desiring to participate in services funded under this Agreement; no fees can be charged to the participant for such accommodations.
- D. State Monitoring:** The Contractor shall comply with the program management and assessment requirements of the State, including but not limited to announced and

unannounced on-site visits by State staff, disclosure of all program files and related fiscal records and development of a corrective action plan if required by the State in a program assessment report.

E. Program Changes: The Program Work Plan (Attachment C) shall not be modified without approval from the State. If modification to the Program Work Plan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.

F. Notice:

1. Notices to the State shall be addressed to the New York State Office for the Aging at the address identified on the face page of this Master Contract and shall include the Project Name and Contract Number.

2. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment C, the Work Plan.

G. Subcontracts: The Contractor may enter into subcontracts for the provision of the services described in the Program Work Plan. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. All applicable grant provisions contained in this contract and agreed to by the contractor must be extended to each subcontractor and included in the contract with the subcontractor. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.

H. Funding Source Recognition: The Contractor agrees that any public information materials or other printed or published materials will give due recognition to the fact that the program is supported with State Funds and such recognition will be in a form prescribed by the State. Where the Contractor acknowledges the funding source for and/or assistance in acquiring equipment, the acknowledgment must give due recognition to the fact that the acquisition was made possible by a grant of State funds and such recognition will be in a form prescribed by the State.

I. Aging Network Cooperation: The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.

J. Community Cooperation: The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.

- K. Contract Personnel:** The Contractor shall assume responsibility for recruitment, retention, and/or dismissal of all personnel to be employed in the conduct of this Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.
- L. Supplement of Existing Funding:** The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.
- M. Indemnification Claims or Lawsuits:** The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

II. Term, Termination and Suspension

- A. Final Accounting:** The Contractor shall make a full and final accounting of all funds received under this Agreement within sixty (60) days of receipt or issuance of a notice of termination.

III. Payment and Reporting

No additional provisions

IV. Additional Contractor Obligations, Representations and Warranties

A. Property

1. The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this

Agreement shall become the property of the State. Reproduction, distribution, sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.

2. Equipment (those items having an acquisition cost of \$1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.

3. The Contractor understands and agrees that all equipment purchased by the Contractor and its subcontractors under this Agreement will only be used to benefit older New Yorkers. Further, the Contractor agrees that all such equipment will be used for non-sectarian purposes.

B. Safeguards for Services

1. The Contractor shall utilize these State funds to provide services to any older New Yorker that may wish to avail themselves of the service, subject to the availability of funding. This does not preclude a contractor from establishing uniformly applied, non-discriminatory service eligibility criteria or prioritizing the provision of services based on a standardized determination of older New Yorkers' needs, subject to the State's approval.

2. The Contractor shall:

- a. assure equal access for participation, services, activities and informational sessions without regard to race, color, religion, disability, sex, national origin, partisan affiliation or sexual orientation even if the contractor's organization operates primarily to serve a particular ethnic, religious or other specific population or special interest group;
- b. prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for public office;
- c. assure there is no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities;
- d. assume that services provided are secular in nature and in no event are state funds to be used for religious/sectarian purposes or activities or to benefit a religious institution.

C. Program Income: The Contractor shall use all program income (including voluntary participant contributions, cost sharing and fees collected) for services funded under

this Agreement to expand services under this Agreement and incorporate them into the budget accordingly.

D. Confidentiality: The Contractor agrees to maintain the confidentiality of all personal information pertaining to older New Yorkers served under this Agreement, including contributions; disclosure of such information may be made only when necessary to the provision of services, unless the older New Yorker or his/her authorized representative gives his/her informed consent to disclose such information, disclosure is required by court order, or such information is provided in summary, statistical, or other form, which does not identify particular individuals. However, nothing herein is intended to require any provider of legal assistance to reveal any information that is protected by the attorney-client privilege.

E. Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses: Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. NYSOFA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSOFA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, NYSOFA conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

V. Program Specific Clauses

A. Eligibility:

The Contractor certifies that it is a county, as defined under Section 3 of Article 1 of the County Law for Options 1, 2, 3, or 4. Additional eligibility criteria are based on the option(s) for which the contractor is delivering.

Option 1: Create at the county level a replicable version of the Governor's Executive Order on Incorporating Health Across All Policies into State Agency Activities (EO 190⁸):

1. The Contractor must create at the county level a replicable version of the Governor's Executive Order #190: (see https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO_190.pdf); and
2. The Contractor must provide a letter of support, Memorandum of Understanding, or Letter of Commitment from each identified partner

Option 2 & 3: (2): Sign up and initiate activities necessary to become certified as age-friendly through the AARP/World Health Organization (WHO) process⁹; (3) Submit a combined application that incorporates both Options 1 and 2:

1. The Contractor has completed only Step 1 of AARP certification for acceptance into AARP's Network of Age-Friendly Communities, which includes sending the required letter to AARP seeking certification and submitting the application to join the AARP Network of Age-Friendly Communities (see <http://www.aarp.org/livable-communities/network-age-friendly-communities/>); and
2. The Contractor must provide a letter of support, Memorandum of Understanding, or Letter of Commitment from each identified partner.

Option 4: Be an Age-Friendly Center of Excellence that will further develop its Age-Friendly/Livable Communities principles and projects and will provide mentorship to participating awardees who are beginning this work under Options 1, 2, or 3:

1. The Contractor must have demonstrated knowledge and experience in Age Friendly programming and concepts, or may partner with academic institutions, not-for-profit and other appropriate community-based organizations, and municipal governments that can demonstrate that they have the capacity to develop such knowledge and experience via the learning collaborative; and
2. The Contractor must provide a letter of support, Memorandum of Understanding, or Letter of Commitment from each identified partner that demonstrates a clear connection or partnership; this includes partnering with a municipal government, university, community college, not-for-profit, or other appropriate community-based organization.

⁸ <https://www.governor.ny.gov/news/no-190-incorporating-health-across-all-policies-state-agency-activities>

⁹ <https://www.aarp.org/livable-communities/network-age-friendly-communities/>

B. **Service Provision:**

The Contractor agrees that the funds under the Age-Friendly Planning Grant Program are to be used solely to promote policies and programs that will bolster New York State's position as the first age-friendly state in the nation. Allowable activities include, but are not limited to:

- Developing a strategic plan to incorporate NYS Prevention Agenda activities and priorities into county governance;
- Conducting community needs assessments, including holding town halls to solicit input;
- Developing a county roadmap with goals and metrics for age-friendly activities;
- Convening local and municipal leaders within the county to discuss how to incorporate age-friendly and the NYS Prevention Agenda considerations into governance decisions;
- Expanding and enhancing age-friendly programming and activities in local and municipal governments in the REDC region; and
- Funding or hiring personnel to facilitate the allowable activities.

All selected contractors will be required to join the New York Academy of Medicine's statewide learning collaborative network¹⁰ within six (6) months of contract execution to maintain funding eligibility to gain the skills, knowledge, and understanding of developing age-friendly communities. Contractors will receive one-on-one technical assistance from experts in age-friendly communities, livability, and the HAAP/AFNY framework through in-person meetings to allow for networking and shared learnings as well as periodic webinars and group calls. It is expected that the Age Friendly Centers for Excellence will function as learning collaborative mentors, sharing best practices and policies to support other awardees that wish to pursue age-friendly designation or implementing age-friendly principles and projects.

Collaborative learning networks (also known as "Communities of Practice") refers to methodologies and environments in which learners engage in a common task, where each individual depends on and is accountable to each other. Collaborative learning is a situation in which two or more people learn or attempt to learn something together. Unlike individual learning, people engaged in collaborative learning capitalize on one another's resources and skills (asking one another for information, evaluating one another's ideas, monitoring one another's work, etc.).

Selected contractors must address Smart Growth Principles, as well as the eight (8) domains of age-friendly/livable communities established by AARP/WHO during the term of this grant. The eight (8) domains of age-friendly livable communities largely complement and overlap with the principles of Smart Growth and the NYS Prevention Agenda 2019-2024.

- C. **Staffing:** The Contractor agrees to support the program with adequate levels of staff that possess appropriate qualifications and experience.

¹⁰ www.nyam.org

- D. **Administrative Costs:** The Contractor agrees that no more than fifteen percent of state funds shall be expended for administrative purposes of the program.
- E. **Collaboration:**
1. The Contractor agrees to work collaboratively with partners such as the Regional Economic Development Council (REDC), area agencies on aging (AAAs), social service provider(s), health provider(s), academic institutions, as well as other community organizations, businesses, and government agencies. The Contractor will ensure that key partners work as a team to determine the mission and goals of the program and share in the responsibility for achieving these goals.
 2. The Contractor agrees to carry on effective communication and dialogue with key partners and will work with NYSOFA to try to develop appropriate solutions to commentary and suggestions from the partners.
- F. **Language Access:** The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by posting written notice in the most frequently encountered languages at service locations. At a minimum, the Contractor shall have a telephonic interpretation service contract or similar community arrangement with a language interpretation provider of their choice that assures timely access for the limited English proficient individual. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
- G. **Monitoring:** The Contractor agrees that NYSOFA may conduct monitoring of the program. Such monitoring may be conducted on an annual basis, or as deemed appropriate by NYSOFA, with notice to the Contractor. NYSOFA agrees to notify the Contractor at least 30 days prior to any on-site monitoring in order to provide an opportunity for the Contractor to meet with program director to provide input or recommendations it may have about activities at the close of the monitoring process. NYSOFA reserves the right to conduct additional monitoring visits as needed and will provide the Contractor as much notice as possible prior to any visit.
- H. **Budget Modifications:** The Contractor agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns exceeding both \$1,000 and 10% for an individual budget category for authorized items of expense will be allowed as long as the total costs do not exceed the total amount of the grant. If and when expenditures in excess of \$1,000 for items not previously budgeted (e.g., equipment, personnel or contractor items) become necessary, the AAA shall submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than \$1,000 or 10%, whichever is greater, a budget modification must be approved in writing by NYSOFA before these costs will be reimbursed.
- I. **Vouchering:**

1) Contractor will submit claims for reimbursement as set forth under the Agreement's applicable Terms and Conditions provisions.

2) The Contractor agrees that NYSOFA can only reimburse vouchered claims for payment under this Agreement that are for approvable expenses incurred through December 31 of each period of this contract. Any changes in the projected amounts of State funding available for the annual period of January 1 to December 31, as finally appropriated by the State Legislature, are to be reflected in an addendum to this Contract.

J. Conflict of Interest:

Successful applicants who enter into a contract with NYSOFA (i.e. Contractors) shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the Contractor fully performing its obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities, or relationships that could appear to be in conflict with the Contractor's fully performing its obligations to NYSOFA under the terms of this Contract.

In the event the Contractor is uncertain whether the appearance of a conflict of interest may exist, the Contractor shall submit to NYSOFA a full disclosure statement setting forth the relevant details for NYSOFA's consideration and direction. Failure to promptly submit a disclosure statement or to follow NYSOFA's direction in regard to the apparent conflict may be grounds for termination of the Contract.

PART II
2. PARTICIPTION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:
REQUIREMENTS AND PROCEDURES
ATTACHMENT M

I. General Provisions

- A. The New York State Office for the Aging (NYSOFA) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to NYSOFA, to fully comply and cooperate with NYSOFA in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to NYSOFA pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, NYSOFA hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified minority-owned business enterprise (“MBE”) participation and 15% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs. Contractors are encouraged to fulfill the suggested 15% goal for both MBE and WBE vendors; however, strict adherence to the suggested MBE and WBE percentages is not mandatory as long as the overall 30% goal is met.

- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address:
<https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor's outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by NYSOFA with MWBEs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment,

employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to NYSOFA within seventy-two (72) hours after the date of the notice by NYSOFA to award the Contract to the Contractor.
 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, NYSOFA may require the Contractor or subcontractor to adopt a model statement (see Form MWBE 100 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "C" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- C. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by NYSOFA, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to NYSOFA, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, NYSOFA shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by NYSOFA. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, NYSOFA shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If NYSOFA, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, NYSOFA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to NYSOFA by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where NYSOFA determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to NYSOFA liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSOFA, the Contractor shall pay such liquidated damages to NYSOFA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

PART III: APPLICATION
1. APPLICATION CHECKLIST

The Application Checklist is a comprehensive checklist of all pieces of the application and includes items that are part of the Application Forms Menu in Grants Gateway as well as additional documents. Please see the Application Instructions, located in the Application Forms Menu under Application Information, for more details on how to complete specific sections.

The following items are to be completed directly in Grants Gateway:

- Expenditure Based Budget (Attachment B-1), including Administrative Worksheet and Match Worksheet (Part III-2)
- Program Work Plan (Part III-4, Attachment C)
- Answers to Program Specific Questions (Part III-5)

Additional documentation that must be uploaded for Program Specific Questions (Part III-5):

- Question 3: letter of support, Memorandum of Understanding, or Letter of Commitment from each project partner identified.

The following item is to be completed and then uploaded in the Pre-Submission Uploads section of the Forms Menu in the application in Grants Gateway:

- Subcontractor Budget, if applicable, for any applicant subcontracting out \$5,000 or more in State Age Friendly Planning Grant funds (Part III-3)

Additional documentation that must be uploaded in the Pre-Submission Uploads section of the Forms Menu in the application in Grants Gateway in order to obtain bonus points where applicable:

- Proof that the Applicant has achieved Climate-Smart Communities certification from the NYS Department of Environmental Conservation and/or Clean Energy Communities designation from the NYS Energy Research and Development Authority.
- A letter from the Applicant's County Department of Health that describes work being done with their local coalition on Prevention Agenda goals.
- For Option 1 only, proof that the Applicant has achieved certification as age-friendly through the AARP/WHO process.

PART III
2. EXPENDITURE BASED BUDGET,
ADMINISTRATIVE WORKSHEET AND MATCH WORKSHEET
ATTACHMENT B-1

The Expenditure Based Budget, Administrative Worksheet, and Match Worksheet can be accessed and must be completed via the New York State Grants Gateway at the following web address (and upon user log in):

https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx. For instructions on completing the budget documents, see the Application Instructions in the Forms Menu of your application in Grants Gateway.

When preparing your budget, please note the following eligible and ineligible costs:

Eligible Costs

Grant funds may be used for the following costs:

1. **Direct personnel costs for applicant employees, while working on award project** including wages, salaries, fringe benefits, and supplemental compensation for personal services.
2. **Direct non-personnel costs**, including costs for expenses associated with supporting the regional/state Technical Assistance Center (where applicable), printing, photocopying, travel, materials, supplies, consultant, and contractual services, as well as other goods and services **directly** associated with the project.

Ineligible Costs

The following may **not** be paid with grant funds, nor used to provide the optional match of up to \$25,000:

1. **Construction or capital costs.**
2. **Indirect or overhead costs of the municipality**, such as rent, telephone service, and general administrative support not related to the project.
3. **Salaries and other expenses of elected officials**, whether incurred for purposes of project direction, execution, or legislation, are **not an eligible cost**.
4. **In-kind costs and volunteer services.**
5. **Grant writing costs.**
6. **Print runs, such as brochures and marketing pieces, unrelated to the proposed project.**
7. **Fundraising.**

PART III
3. SUBCONTRACTOR BUDGET

A subcontractor budget must be completed for any subcontractors receiving \$5,000 or more in State Age Friendly Planning Grant funds.

Age-Friendly Planning Grant Program

Applicant: _____
Subcontractor: _____

1. PERSONAL SERVICES			
A) SALARY	Amount Charged to Program	Breakdown of Amount Charged to State Funds	
		Administration	Services
Name _____			
Title _____			
Annual Salary _____			
Name _____			
Title _____			
Annual Salary _____			
Name _____			
Title _____			
Annual Salary _____			
Name _____			
Title _____			
Annual Salary _____			
Total Salary			
B. FRINGE BENEFITS	Total		

2. TRAVEL			
Staff Mileage			
Public Transportation, Parking and/or Tolls			
Vehicle Insurance			
Vehicle Maintenance , Repairs and/or Fuel			
Other Travel Costs (Describe):			
Total Travel			

3. MAINTENANCE AND OPERATIONS			
Rent and Utilities			
Operating Expenses			
Telephone and Postage			
Supplies			
Printing and Photocopying			
Other Maintenance and Operation costs (describe):			
Total Maintenance & Operations			

Age-Friendly Planning Grant Program

Applicant: _____
 Subcontractor: _____

4. EQUIPMENT				
Item description for equipment with a unit cost of \$1,000 or more (indicate if leased or rented)	Total Cost	Amount. Charged to Program	Administration	Services
Briefly describe equipment items with a unit cost of less than \$1,000:				
Total Equipment with unit cost less than \$1,000				
Total Equipment				

5. OTHER EXPENSES: List only those items which do not fit under any other budget category				
Describe:				
Total Other Expenses				

6. CONTRACTUAL: List each provider's name, type of service and amounts below.				
<u>Provider/Type of Service</u>				
Total Contractual				

7. TOTAL BUDGET				
-----------------	--	--	--	--

PART III
4. PROGRAM WORK PLAN
ATTACHMENT C

Goals of the Program:

- 1) Implement age friendly/livable community and healthy aging elements into county plans via county executive order or other similarly binding resolution;
- 2) To assist communities in achieving age friendly designation by AARP;
- 3) Develop an Age-Friendly Center of Excellence; and
- 4) Consider and apply relevant principles of smart growth in age-/health-friendly community outcomes.

Objective	Measurable Outcomes	Deliverables	Due Date
Replicate Governor Cuomo's Executive Order #190 at the county level <i>(For Options 1 and 3)</i>	<ol style="list-style-type: none"> 1. County passed Executive Order or other binding document (i.e. resolution) similar to Governor Cuomo's Executive Order #190 that incorporates age friendly concepts in government planning, contracting and procurement that furthers the goals of incorporating healthy aging and livability features in the development of policies, guidance, regulations and proposed legislation. 2. Participation and engagement in the Health Across All Policies / Age Friendly Learning Collaborative. 3. Consideration and incorporation of relevant smart growth principles in the planning and implementation process. 	<ol style="list-style-type: none"> 1. Written county executive order or similarly binding county passed document. 2. Attend 3 convening meetings; participate in 4 webinars; participate in needs assessment by phone; and complete web-based participant assessment surveys. 3. Create a collaborative, interdisciplinary/interdepartmental governance mechanism to implement the grant, which includes planning departments, professionals and/or officials. 	<ol style="list-style-type: none"> 1. June 2021 2. June 2021 3. June 2021
Assist county or municipality in achieving age friendly designation by AARP via participating in age-friendly	<ol style="list-style-type: none"> 1. Acceptance into the WHO's Global Network of Age-Friendly Cities and Communities. 2. Establishment of mechanisms to involve older people throughout the Age-Friendly cycle. 3. A baseline assessment of the age-friendliness of the community. 4. Development of a 3-year community plan of action based on assessment findings. 5. Identification of indicators to monitor progress. 	<ol style="list-style-type: none"> 1. Submission of application to AARP with letter of commitment from county or municipal exec. leadership. 2. Outreach plan describing how older people and the community at large will be engaged to participate. 3. Completed survey instrument and surveys from the public creating baseline assessment for age-friendliness. 4. Written 3-year community plan of action based 	<ol style="list-style-type: none"> 1. September 2020 2. September 2020 3. January 2021 4. June 2021 5. June 2021 6. June 2021 7. June 2021 8. June 2021

<p>communities program cycle (For Options 2 and 3)</p>	<ol style="list-style-type: none"> 6. Commitment to implement step 3 (implementation and evaluation) and step 4 (continuous improvement) of the Age Friendly Communities Program Cycle. 7. Participation and engagement in the Health Across All Policies / Age Friendly Learning Collaborative. 8. Consideration and incorporation of relevant smart growth principles in the planning and implementation process. 	<p>on assessment results.</p> <ol style="list-style-type: none"> 5. Written monitoring tool to measure progress. 6. Written plan to implement Steps 3 and 4 the Age Friendly Communities Program Cycle. 7. Attend 3 convening meetings; participate in 4 webinars; participate in needs assessment by phone; and complete web-based participant assessment surveys. 8. Create a collaborative, interdisciplinary/inter-departmental governance mechanism to implement the grant, which includes planning departments, professionals and/or officials. 	
<p>Develop an Age-Friendly Center of Excellence (COE) (For Option 4)</p>	<ol style="list-style-type: none"> 1. County will directly, or through partnership with a community-based organization, university or other appropriate partner, create an Age Friendly Center of Excellence. 2. Participation and engagement in the Health Across All Policies / Age Friendly Learning Collaborative. Provide mentorship to support other awardees that wish to pursue age-friendly designation or implement age-friendly principles and project. Present successes and challenges during the webinars and conf. calls. 3. Consideration and incorporation of relevant smart growth principles in the services provided by the Centers of Excellence. 	<ol style="list-style-type: none"> 1. Documentation that Center of Excellence was created. 2. Attend 3 convening meetings; participate in 4 general webinars; participate in 2 COE webinars; participate in 4 COE conference calls; participate in learning collaborative needs assessment by phone; and complete web-based participant assessment surveys. 3. Demonstrate that materials developed for distribution by COE contain smart growth principles and services. 	<ol style="list-style-type: none"> 1. June 2021 2. June 2021 3. June 2021

PART III
5. PROGRAM SPECIFIC QUESTIONS

- A. Please state the option for which you are applying. (Reminder, if you are applying for option 1, 2, or 3 AND option 4, you must submit a separate application for each option.)
1. Provide a brief summary statement that describes the proposed project.
 2. Briefly describe the proposed project, including the objectives to be achieved, problem(s) to be addressed, and which project partner will be responsible, if any.
 3. Provide details on each project partner identified in the application through either a letter of support, Memorandum of Understanding, or Letter of Commitment from each identified partner. **Applications that do not include such documentation for each identified partner will be deemed ineligible and therefore not considered.**
 4. Identify the key personnel who will work on the project and describe their qualifications.
 5. Describe how the Smart Growth Principles goals for the REDC region are addressed by the work proposed.
 6. Describe how each of the eight (8) Domains of Age-Friendly/Livable Communities, are addressed by the work proposed:
 - (1) Outdoor spaces and buildings;
 - (2) Transportation;
 - (3) Housing;
 - (4) Social Participation;
 - (5) Respect and social inclusion;
 - (6) Work & civic engagement;
 - (7) Communication and information; and
 - (8) Community and health services.
 7. Identify the project's component tasks or stages and their costs and provide a schedule for their completion. This should include:
 - a. A plan and schedule for the implementation of the project, including subsequent and/or contemporaneous solicitation of complementary public grant funding (federal, state, and local) and inclusion of plan recommendations in the municipal zoning ordinance; and

- b. Evidence of significant public participation in the planning process, including community outreach to underserved populations, charrettes, public visioning sessions, focus groups, and accessible web-based public input.

PART IV: ADDITIONAL REQUIRED DISCLOSURE DOCUMENTS

**1. NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes___ or No___

If yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes___ or No___

Signature

Date

PART IV
2. NON-COLLUSIVE BIDDING CERTIFICATION

(Required by: Section 139-D of the NY State Finance Law)

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2018 as the act and deed of said corporation of partnership.

Name of Authorized Representative: _____

Signature: _____

Date: _____

Organization Name: _____

Federal ID: _____

PART V
1. ENCOURAGING USE OF NEW YORK STATE BUSINESS IN CONTRACT PERFORMANCE

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

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

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

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

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

Will New York State Businesses be used in the performance of this contract? _____
Yes No

If yes, identify New York State businesses that will be used and attach identifying information.

PART V

2. MWBE UTILIZATION PLAN (MWBE 103)

MWBE UTILIZATION PLAN - FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary. Utilization of certified minority and woman owned business enterprises for non-commercially useful functions may not be counted toward utilization of certified minority and woman owned business enterprises identified in this utilization plan.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Solicitation No.:

Project No.:

MWBE Goals in the Contract: MBE % WBE %

1. Certified MWBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (MWBE 104).

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR MWBE USE ONLY	
	REVIEWED BY:	DATE:
Please submit to: NYS Office for the Aging, 2 ES Plaza, Albany, NY 12223-1251 MWBE 103 (Revised 9/12)	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: Project No. (if applicable): Contract Award Date: Estimated Date of Completion: Amount Obligated Under the Contract: Description of Work: NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

PART V
3. EEO STAFFING PLAN (MWBE 101)
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING
Submit with Bid or Proposal – Instructions on page 2

Solicitation No:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor
Offeror's Address:		Subcontractor's Name _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal to: NYS Office for the Aging, 2 ESP, Albany, NY 12223-1251 MWBE 101 (Rev 9/12)

oGeneral instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

Enter the Solicitation number that this report applies to along with the name and address of the Offeror.

Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.

Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.

Enter the total work force by EEO job category.

Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'

Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the NYSOFA staff person designated in the solicitation if you have any questions.

Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.

Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE: (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK: A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

ISLANDER

NATIVE INDIAN (NATIVE): A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal.

AMERICAN/ ALASKAN (NATIVE): Affiliation or community recognition.

OTHER CATEGORIES:

DISABLED INDIVIDUAL: Any person who: has a physical or mental impairment that substantially limits one or more major life activity(ies), has a record of such an impairment; or is regarded as having such an impairment.

VIETNAM ERA VETERAN: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

GENDER: **Male** **or** **Female**

PART V
4. MWBE/EEO POLICY STATEMENT (MWBE 100)

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING**

MWBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from NYSOFA and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhance participation by MWBEs and encourage the formation of joint ventures and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

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

(b) This organization shall state in each solicitation or advertisement 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.

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

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this policy statement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Adopted this _____ day of _____, 2_____

By: _____

Print: _____ Title: _____

Contractor's Minority Business Enterprise Liaison

_____ is designated as the Contractor's Minority Business Enterprise
(Name of Designated Liaison)

Liaison responsible for administering the Minority and Women-Owned Business Enterprises-
Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

30 % Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____