

**TOWN OF HEMPSTEAD/CITY OF LONG BEACH  
WORKFORCE INVESTMENT AREA  
IN-SCHOOL YOUTH SERVICES PROPOSAL**

**PROGRAM YEAR 2012**

## Selection Process

The Town of Hempstead Local Workforce Investment Board (LWIB) and Youth Council will review all proposals. Funding will be made available to applicants whose proposals represent the best overall value to the local workforce investment area. The LWIB may award a contract for any and all parts of the proposal and may negotiate contract terms and conditions to meet program requirements consistent with this RFP.

Applicants will be rated on a 100-point rating system, as indicated below:

Program Narrative:

Applicant Background/Qualifications	20 points
Academic and Occupational Learning	20 points
Proposed Staff	<u>10 points</u>
Total Program Narrative	50 points
Coordination Budget	30 points
Academic and Occupational Learning Budget	<u>20 points</u>
Total Budget	50 points

To be eligible to receive an award, a proposal must be fully completed, contain all required documentation, and achieve a minimum score of 70 points.

**Applicants who have contracted with DOOR in prior years to provide In-School Youth Services must complete Addendum IV and provide a complete accounting of the Status of Active Participants as a condition of approval under this RFP.**

**FAILURE TO MEET MINIMUM REQUIREMENTS WILL RESULT IN AUTOMATIC REJECTION OF THE APPLICATION.**

## Cover Sheet

Please complete the information requested below:

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Name of Official Authorized to Sign Contract:

\_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

School District in which Organization is Located:

\_\_\_\_\_

Name and Address of the Superintendent of Schools in the District:

\_\_\_\_\_

\_\_\_\_\_

Please complete the information requested below:

Name of Organization: \_\_\_\_\_

Please provide the name and title of additional individuals who are authorized by your organization's board of directors to sign claims for payment and/or timesheets for the district coordinator and/or teachers.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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### **I. Services To Be Coordinated (Mandated)**

Place an "x" under "Yes" to indicate any services listed below which your organization plans to coordinate. Failure to indicate yes to items 1 through 4 of this section will result in automatic rejection of the proposal. Item 5 is optional.

#	Service	Yes	No
1.	Participant Orientation		
2.	Work Site Supervisor Orientation		
3.	Assessment/Development of Individual Service Strategy		
4.	Coordination		
5.	Bus Transportation to Winthrop Classes		

## **II. Category of Applicant Organization**

Please indicate the category below which best describes your organization by placing an "x" in the appropriate box. Please also provide the required Internal Revenue Service (IRS) identification information:

ITEM NUMBER	CATEGORY	IRS FEDERAL ID NUMBER
1.	Private-For-Profit	
2.	Non-Profit	
3.	Government Agency	

### **III. Applicant Background and Qualifications (20 Points Total)**

#### **1. Applicant Background Information**

- A. Indicate the nature and mission of your business or organization.
- B. Describe whether your organization has the financial resources, or has the ability to obtain them, to perform the proposed services. **(5 Points)**
- C. Summarize your organization's record of fiscal integrity, business ethics, and fiscal accountability. **(5 Points.)**



## **2. Applicant Qualifications**

**A.** Provide evidence that your organization possesses the necessary organization, experience, accounting and operational controls, as well as technical skills to perform the work. **(5 Points.)**

**B.** Describe the ability of your organization to perform the proposed services at a reasonable cost, as well as the ability to meet performance goals. (Note the USDOL Common Measures included as Appendices i and ii respectively) **(5 Points.)**

## **IV. Work Experience Coordination Budget (WIA) (50 Points)**

**1. Amount requested for Outreach, Assessment, Development of Individual Service Strategy, Case Management and Coordination:**

A. Name of Coordinator \_\_\_\_\_ \$ \_\_\_\_\_  
 (Wage Per Hour\*)

**\*Documentation: Official letter or collective bargaining agreement negotiated rate**

B. Completion of Participant Orientation Meeting (Maximum of 1 Per Year)

0.5 hr. x \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 (# of youth\*\*) (coordinator's hrly. sal.) (Total)

**\*\*Documentation: Participant signatures on Meeting Attendance Sheet**

C. Completion of Work Site Supervisor Orientation Meeting (Maximum of 1 Per Year)

0.5 hr. x \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 (# of work sites\*\*\*) (coordinator's hrly. sal.) (Total)

**\*\*\*Documentation: Work site supervisor's signatures on Meeting Attendance Sheet**

D. Assessment/Development of Individual Service Strategy and Updates (Maximum of 1 Per Quarter))

0.25 hr. x \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 (# of youth\*\*\*\*) (coordinator's hrly. sal.) (Total)

**\*\*\*\*Documentation: Approved Original Assessment and ISS Part 1, 2and 3 Forms**

E. Coordination

0.5 hr x \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 (# of time sheets\*\*\*\*\*) (coordinator's hrly. sal.) (Total)

**\*\*\*\*\*Documentation: Approved participant time sheets (not to exceed two per pay period)**

F. Positive Exit Outcomes Report (Maximum of 1 Per Exit)

0.5 hr. x \_\_\_\_\_ x \$ \_\_\_\_\_ = Subtotal  
 (# of Youth Who Achieve **Both** i and ii Below \*\*\*\*\*) (coordinator's hrly. sal.)

**i. Placement in Employment or Education**

*Of those who are not in post-secondary education or employment (including the military) at the date of participation:*

# of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter divided by # of youth participants who exit during the quarter

*\*\*\*\*\* Documentation: Applicable records or letter from education institution certifying enrollment; Cross match with other agencies; Apprenticeship Verification; Military service; Advanced training records; Post secondary education; Transcripts; Registration forms; Community college information; Employer contacts; Unemployment Insurance; Wage records*

**ii. Attainment of a Degree or Certificate**

*Of those enrolled in education (at the date of participation or at any point during the program): # of youth participants who attain a high school diploma by the end of the third quarter after the exit quarter divided by # of youth participants who exit during the quarter*

*\*\*\*\*\* Documentation: Transcript; Diploma; Letter from School*

G. Total Payment

B+C+D+E +F= \$ \_\_\_\_\_ (Total)      **Wage Per Hour not to exceed \$50.00**

**V. TOWN OF HEMPSTEAD/CITY OF LONG BEACH WORKFORCE INVESTMENT AREA YOUTH WORK EXPERIENCE WORK SITE AGREEMENT (Mandated)**

The work site agreement documents the responsibilities and assurances among the Town of Hempstead Department of Occupational Resources, hereinafter “DOOR,” the work site and the participants under the Workforce Investment Act of 1998, Public Law Number 105-220, hereinafter “WIA” and the Temporary Assistance to Needy Families Block Grant Program, hereinafter “TANF.” Once signed, the agreement must be fulfilled by all involved parties.

The responsibilities of the work site to the participant detailed in the agreement include but are not limited to the following:

- The work site must provide a planned, structured learning experience for the participants. This experience must be designed to enable youth to gain exposure to the working world and its requirements.
- Work experience should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment.
- The purpose of work experience is to provide the youth participant with the opportunities for career exploration and skills development and is not to benefit the work site, although the work site may, in fact, benefit from the activities performed by the youth.
- The work site must be maintained free of sectarian, political, union, ethnic, racial, or profit making activities.
- The work site must be safe and sanitary and must be run in a lawful manner.
- The work site must provide fair and equitable treatment to employees and participants alike.
- The work site must distribute all relevant literature to immediate work site supervisors.
- The work site must maintain accurate attendance records and promptly deliver and pick up time sheets and paychecks at designated times and places and by authorized personnel. These records include notices of resignation and/or report of injuries.
- The work site must adhere to established working conditions and limitations on hours of work.

- The work site must provide the necessary tools and supplies to the participants.
- Supervisors at the work site must be familiar with the mechanisms, policies, and regulations disseminated by **DOOR**. The mechanisms, policies, and regulations must then be adhered to and obeyed by the work site.

**DOOR** will be responsible for the payment of wages and fringes to all participants. Work sites will be selected and approved by **DOOR**. Work site assignments will be coordinated through **DOOR** and the primary work site coordinators.

Each work site may be monitored by **DOOR** and the United States and New York State Departments of Labor will randomly monitor significant numbers of sites. An unsatisfactory report pursuant to any monitoring activity will result in the immediate suspension of work activities at the work site for all program participants, termination or transfer of all participants, and will seriously jeopardize future placement of other **WIA/TANF** participants.

The monitoring will most likely center on the following activities:

- Timekeeping procedures;
- Safe working conditions;
- Adequate work for the participants;
- Adequate supervision of the participants;
- Proper orientation of work site procedures and personnel for the youth;
- Legitimacy of activities at the work site;
- Participant evaluations;
- Development of leadership skills.

### **CONDITIONS OF UNDERSTANDING**

The work site (s) described in the attached page (s) agree to comply with the following conditions of understanding [work site (s) shall hereinafter be referred to in the singular].

1. **DOOR** will be responsible for the payment of wages and fringe benefits earned by eligible and authorized program participants. Eligible and authorized participants shall be those individuals approved in writing by **DOOR** for participation in the **WIA/TANF** program.
2. The work site agrees that the approval of work assignments and the number of participants assigned to it will be made by **DOOR**. No participant may begin working at a work site until the participant presents written documentation of program enrollment from **DOOR**. Notwithstanding paragraph 3, *infra*, any participant who begins at a work site without presenting prior written authorization by **DOOR** shall not be eligible for payment of wages and fringe benefits.

3. The work site agrees that no youth will begin work prior to **DOOR** authorization or continue working after termination by **DOOR**. The work site will be held liable for wages, etc., incurred by any such unauthorized hiring or employment.
4. No program participant may be terminated from a work site by anyone other than a **DOOR** employee. If the work site desires to have a participant terminated or transferred, the work site supervisor will notify the **DOOR Youth Services Team at (516) 485-5000**. A transfer or termination will be affected by **DOOR** and the work site will be notified by **DOOR** of any action taken with respect to any youth assigned to the work site. If any resignations occur, a written report of resignation shall be submitted to **DOOR** within one (1) week of occurrences, together with identification of the participant's predicted career path (if known), reason for resignation (if known) and complete attendance records.
5. The work site agrees that all participants will be engaged in useful, meaningful, well structured work and that sufficient work will be available to occupy all youth during all scheduled work hours.
6. The work site must maintain adequate and reliable supervision of program participants (no less than one supervisor to each ten participants). The work site agrees and assures that a substitute supervisor will be available for times when the regular supervisor is absent. The role of the work site supervisor is to ensure that the work experience will emphasize work disciplines and basic job skills aimed at increasing the future employability of participants. To this end, work experience program participants should be treated as regular employees and be required to show personal responsibility, to follow the work site schedule, to arrive and depart on time, to notify the supervisor if the schedule cannot be followed and to perform assigned work duties and/or tasks, etc.
7. The work site will be responsible for furnishing any tools, equipment and supplies required by the work experience participants. All tools, equipment, and supplies shall be in a safe and usable condition and fit for the purposes for which they are intended.
8. It is the responsibility of the Work Site Coordinator to report any injury of a work experience participant to **DOOR** immediately and to submit an accident report to **DOOR** within 24 hours of the accident.
9. The Coordinator will provide an orientation to each supervisor who in turn will provide an orientation to each participant which will include at a minimum:
  - a. an overview of the work site, including its goals and objectives.
  - b. an introduction to other work site employees.

- c. career guidance and information related to participants job descriptions and responsibilities.
- 10.** The number of paid working hours for any work experience participant will not exceed thirty (30) hours per week. Youth who work fewer than six (6) hours per day are not entitled to a one (1) half hour unpaid break. They will be paid for all hours spent engaged in work that are properly documented on the time sheet. Youth who work six (6) or more hours per working day must be allowed a one (1) half hour unpaid break. They will be paid for one half hour less than the total hours indicate per day on the time sheet. For example:
- If a youth signs in at 10:00 A.M. out 2:00 P.M.; he will be paid for four hours of work.
  - If a youth signs in at 9:00 A.M. out at 2:30 P.M.; he will be paid for five and one half hours of work.
  - If a youth signs in at 9:00 A.M. out at 3:30 P.M.; he will be paid for six hours of work.
- 11.** The work site agrees to comply with the following standards set forth for minors in Article 4 of the New York State Labor Law:
- a. No employment of minors is permitted while attendance in school is required.
  - b. While school is in session, minors fourteen or fifteen years of age shall be permitted to work:
    - I. No more than three hours per day preceding a school day;
    - II. No more than eight hours per day on days not preceding school day;
    - III. No more than eight hours per week;
    - IV. No more than six days per week;
    - V. Not before seven A.M. or after seven P.M.
  - c. While school is not in session, minors fourteen and fifteen years of age shall be permitted to work:
    - I. No more than eight hours per day;
    - II. No more than six days per week;
    - III. No more than forty hours per week;
    - IV. Between June 21 and Labor Day of the same calendar year, not before seven A.M. or after nine P.M.
  - d. While school is in session, minors sixteen or seventeen years of age shall be permitted to work:

- I. No more than four hours per day on any day preceding a school day except Sundays and holidays;
  - II. No more than six hours per day on any day preceding a school day if in a cooperative work experience program approved by the Department of Education;
  - III. No more than eight hours per day if on a Friday, Saturday, Sunday or holiday;
  - IV. No more than twenty-eight hours per week;
  - V. Not after ten P.M. on any day preceding a school day;
  - VI. Not before six A.M.
- e. When school is not in session, minors age sixteen or seventeen years of age shall be permitted to work:
- I. No more than eight hours per day;
  - II. No more than forty-eight hours per week;
  - III. No more than six days per week;
  - IV. Not before six A.M. or after twelve o'clock in the evening.

**12.** The work site will maintain adequate attendance records for all assigned participants. The work site supervisor must keep accurate time sheets for each program participant. The time sheet must show daily time of arrival and departure with the appropriate date. The participant will sign in when he or she arrives and sign out when he or she leaves. No participant will sign in or out for another participant. Each participant will sign in and out only at the time of arrival and departure. Participants will not be paid for absences, unworked hours or recreational activities. Time sheets must be completed in blue or black ink. Both the participant and the supervisor must initial any corrections on the time sheets. The time sheets must have both the authorized supervisor's and the participant's signatures. Time sheets will be delivered to the Town of Hempstead Department of Occupational Resources, Payroll Department, 50 Clinton Street, 4<sup>th</sup> Floor, Hempstead, New York, every other week, according to a schedule to be sent to the work site prior to the start of the program, by each district's authorized representative, once they have been received from the work site supervisor.

**13.** The local educational agency's authorized representative will pick up participant checks from **DOOR**, according to the established schedule, and will in turn distribute these checks to the work site supervisor. Each participant will sign for his or her paycheck when he or she picks it up from the work site supervisor. Checks will be released only to those persons with identification. Paychecks for which the participant cannot personally sign, for any reason whatsoever, will be returned to **DOOR** after seven to ten days of receipt of same. Returned checks will be mailed to participants by **DOOR** via registered mail. Time sheets may be picked up at **DOOR** on alternate weeks. All relevant schedules will be sent to the work site to the start of the program.



**14.** The work site assures that:

- a. Participants will not be engaged in activities of political or lobbying nature during the hours, which they are paid with **WIA/TANF** funds.
- b. Participants will not be engaged in partisan or non-partisan activities in which any such participant represents himself as a spokesperson for the **WIA/TANF** program. Nor shall any participant engage in any partisan activities in which he or she represents himself as a participant in the **WIA/TANF** program without prior authorization of **DOOR**.
- c. Neither the agency nor the participant will be engaged in religious or anti-religious activities and/or otherwise sectarian activities.
- d. Participants will not be engaged in the construction, operation or maintenance of such part of any facility or premises as is used, or will be used, or is intended to be used for sectarian instruction or as a place of worship.
- e. Participants will not be discriminated against on the ground of race, color, religion, sex, national origin, age, handicap, or political affiliation.
- f. Participants will not engage in work in a private for profit agency, nor will they be employed at making, creating, preparing or modifying anything for later at a profit.
- g. Participants will not be involved in any activity designed to raise funds for the agency.
- h. Participants will not be involved in any labor disputes, nor will they take part in any work stoppages or work slowdown activities. If such situations arise at the work site, participants will be removed from the work site for the duration of the labor dispute.

**15.** The work site agrees to provide a contingency plan of acceptable alternative activities in the event of postponement of outdoor activities due to inclement weather.

**16.** The work site assures that all program participants will be provided a safe and healthy work environment.

**17.** The work site agrees to comply with Article 4d of the New York State Labor Law (Employment of Minors) as amended.

**18.** The work site assures that no present or anticipated employees will be displaced as a result of the assignment of work experience youth participants.

19. Each immediate work site supervisor will read, become familiar with and adhere to the “**Handbook for Work Site Supervisor**” to be distributed by **DOOR** prior to the start of the program.
20. The agency’s signatory to this agreement assures that each work site supervisor will receive a copy of this agreement for his or her reference.
21. **DOOR** may at all reasonable times, without prior notice, have access to and the right to visit all work sites and monitor the services and activities being provided and undertaken by the work site pursuant to this agreement, as well as the task performed by the work experience participant.
22. Where feasible the Participant, Local Educational Agency Coordinator, and work site supervisor should formally review the participant’s performance to ensure the positive growth and development of the youngster. The participant should be evaluated on a monthly basis.
23. If the work site fails to perform under this agreement, the placement of participants may be terminated by **DOOR**, at its sole discretion, without any prior notice to the work site.
24. The work site agrees that it is and at all times will be deemed to be an independent contractor and it shall not in any way commit the Town of Hempstead to an obligation, and shall not be deemed an employee of the Town of Hempstead. No agent, servant, or employee of the contractor shall be deemed an agent, servant, or employee of the Town of Hempstead.
25. The work site agrees to abide by the rules and regulations governing **WIA/TANF** and all regulations promulgated thereunder.
26. The coordinating agency will monitor the activities of the work sites submitted herewith in their capacity as work experience program work sites. Such monitoring will insure that the conditions of this agreement are being observed at all work sites. Failure to comply with the conditions of this agreement may result in termination of the work site’s capacity and eligibility as a work experience program site.
27. The work site agrees to develop the leadership abilities of youth. The development of leadership abilities might address teamwork, decision making, personal responsibility, and citizenship training, as well as positive social behavior training in such areas as positive attitudinal development, self esteem building, issues of cultural diversity, and other skills and attributes that would help youth to lead effectively, responsibly, and by example.

- 28.** This agreement may be updated to reflect current conditions. Any such updates shall be deemed to be a part of, and subject to the terms of this agreement.
- 29.** This agreement is subject to the Workforce Investment Act, the Temporary Assistance to Needy Families Block Grant, and the New York State Labor Law.
- 30.** In the event that the work site described herein is selected as a work site for the Town of Hempstead work experience program, I agree to comply with the above conditions of understanding. If the work site is selected, I will receive a copy of this agreement signed by the Commissioner of the Department of Occupational Resources.

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Signature of DOOR Commissioner

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

**VI. WORK EXPERIENCE COORDINATING AGENCY APPLICATION (Mandated)**

**1. COORDINATING AGENCY**

A. NAME: \_\_\_\_\_

B. ADDRESS: \_\_\_\_\_

\_\_\_\_\_

C. SCHOOL DISTRICT: \_\_\_\_\_

D. DIRECTOR: \_\_\_\_\_

E. CONTACT PERSON: \_\_\_\_\_

F. TELEPHONE NUMBER: \_\_\_\_\_

**2. AGENCY STATUS**

A. TYPE OF ORGANIZATION (CHECK ONE)

COMMUNITY BASED ORGANIZATION \_\_\_\_\_

LOCAL EDUCATIONAL AGENCY \_\_\_\_\_

LOCAL GOVERNMENT \_\_\_\_\_

B. TOTAL NUMBER OF SITES PROPOSED WHICH WILL BE ADMINISTERED BY YOUR AGENCY. THIS IS THE TOTAL NUMBER OF APPLICATIONS FOR PARTICIPATION AS A WORK EXPERIENCE WORK SITE THAT YOU ARE SUBMITTING.

\_\_\_\_\_

**VII. WORK EXPERIENCE WORK SITE APPLICATION (Mandated)**

**DIRECTIONS:**

A work site is a site with a designated supervisor. There may be more than one work site at one location. Complete one work site summary for each work site. Submit as many as are necessary. No work site will be approved unless all information requested in the work site summary is supplied. The application be signed by work site supervisor and preferably alternate supervisor, as well.

**The work site application will not be approved unless and until it is signed by the work site supervisor. Incomplete applications will be automatically disapproved.**

WORK SITE SUMMARY #: \_\_\_\_\_(to be completed by coordinator)

NAME OF WORK: \_\_\_\_\_

ADDRESS OF WORK SITE: \_\_\_\_\_

WORK SITE PHONE: \_\_\_\_\_

NAME OF CONTACT PERSON: \_\_\_\_\_

COORDINATING AGENCY: \_\_\_\_\_

NUMBER OF YOUTH REQUESTED: \_\_\_\_\_

JOB DESCRIPTION (S): \_\_\_\_\_

WORK SCHEDULE:  
(HOURS)FROM: \_\_\_\_\_ TO: \_\_\_\_\_ DAYS OF WEEK: \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ALTERNATE SUPERVISOR'S NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE OF SUPERVISOR: \_\_\_\_\_

SIGNATURE OF ALTERNATE: \_\_\_\_\_  
**THESE ARE THE ONLY SIGNATURES THAT MAY APPEAR ON PARTICIPANT TIME SHEETS.**

**VIII. Proposed Staff (30 Points)**

Include, as Attachment "A", a resume or summary of the qualifications of the staff person(s) to be assigned to perform the services proposed.

**IX. Assurances**

Include, as Attachment "C", the following forms, signed by the appropriate official of your organization:

1. Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace;
2. Equal Employment Opportunity and Non-Discrimination Policy Statement;
3. Grievance Procedure;
4. Workers' Compensation Insurance and Disability Benefits
5. Copy of most recent independent fiscal audit.
6. Certificate of Insurance.

**TOWN OF HEMPSTEAD WORKFORCE INVESTMENT BOARD (WIB)/  
DEPARTMENT OF OCCUPATIONAL RESOURCES (DOOR)  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND  
NON DISCRIMINATION POLICY**

- I. No person will be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Furthermore, no person will be excluded from participation in, denied the benefits of, or subject to discrimination under a Workforce Investment Act (WIA), Balanced

Budget Act Welfare-to-Work (WtW) or Temporary Assistance to Needy Families (TANF) funded program, on the grounds of their citizenship, participation in WIA, WtW, TANF, race, color, religion, sex, national origin, age, disability, political affiliation, or belief.

- II. The WIB and DOOR will not discriminate in the award of contracts on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.
- III. The WIB and DOOR will not discriminate on any prohibited grounds to: registrants, applicants, and eligible applicants/registrants; participants; applicants for employment and employees; unions or professional organizations that hold collective bargaining or professional agreements with the recipient; subrecipients that receive WIA, WtW or TANF funds from the recipient; and members of the public including those with impaired vision or hearing.
- IV. WIA, WtW and TANF financially assisted programs are equal opportunity programs and auxiliary aids and services are available upon request to individuals with disabilities.
- V. Services and information will be provided in languages other than English when there is a significant number or proportion of the population eligible to be served or likely to be directly affected by a WIA, WtW or TANF financially assisted program or activity, that may need services or information in a language other than English.
- VI. The Town of Hempstead/City of Long Beach Local Workforce Investment Area (LWIA) Equal Opportunity (EO) Officer who will be responsible for transmitting complaints of discrimination to the Director of Civil Rights Center is listed below:

Name: Sal Scibetta  
Address: Town of Hempstead  
Department of Occupational Resources  
50 Clinton Street  
Suite 400  
Hempstead, New York 11550  
Telephone Number: (516) 485-5000

- VII. DOOR will monitor the EO compliance status of its subrecipients and annually. Periodic on site reviews of subrecipients will be conducted to assess their EO compliance posture, the results of which are communicated to the subrecipient in writing.

Received by \_\_\_\_\_  
(sign name)  
\_\_\_\_\_  
(print name)

Date \_\_\_\_\_

Rev. 05/23/05



**TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES  
RESOLUTION PROCEDURE FOR NON-CRIMINAL COMPLAINTS AND  
GRIEVANCES SUMMARY UNDER THE WORKFORCE INVESTMENT ACT OF 1998  
(WIA) AND THE BALANCED BUDGET ACT OF 1997 AS AMENDED BY THE  
WELFARE-TO-WORK AND CHILD SUPPORT AMENDMENTS OF  
1999 (WtW)**

**INTRODUCTION**

The Department of Occupational Resources, as the Grant Subrecipient/Fiscal Agent for the Town of Hempstead/City of Long Beach Workforce Investment Area maintains a “Complaint Resolution Procedure for Non-Criminal Complaints and Grievances” to receive and promptly investigate and resolve complaints and grievances about WIA/WtW programs and activities. This local resolution process is for allegations of non-criminal violations of the WIA/WtW statutes, regulations, grants, and other agreements. These procedures may be used by WIA/WtW participants. WIA/WtW staff members, Subgrantees, contractors, subcontractors, or other interested persons including the general public. Please note that special rules apply for complaints concerning discrimination and criminal activity.

**General Procedures For the Local Resolution of  
Non-Criminal And Non-Discrimination Complaints**

You have the right to file a complaint. The complaint must be in writing, signed by you, and filed within one year of the facts which give rise to the complaint. Prior to a formal hearing, the Department will attempt to resolve the matter both informally. You are entitled to a hearing held within 30 days of the complaint being filed. A written decision will be filed within 60 days of the complaint being filed. After a hearing and a decision, you have the right to appeal to the Governor of the State of New York. Appeals to the Governor are to be filed within 10 days of any adverse decision, or in the event the department fails to render a decision, within 10 days of the date when the decision should have been received. The Governor may be contacted as follows: Hon. Andrew M. Cuomo, New York State Workforce Investment Board, A. E. Smith Office Building, Box 7105, Albany, New York, 12225.

**Discrimination Complaints**

Applicants, participants, and staff alleging discrimination based upon race, national origin, citizenship, sex, age, color, political affiliation, religious belief, or retaliation must file their complaints directly with the United States Department of Labor, Office of Civil Rights, within 180 days of the occurrence of the allegedly discriminatory action. A complaint may be filed by official form, letter, telephone call, or visit to: Director, Office of Civil Rights, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, DC, 20210. Complaints alleging discrimination on the grounds of handicap will be received and processed on the local level as part of the regular Workforce Investment Area grievance process outlined above as “General Procedures.”

**Criminal Complaints**

All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Department of Labor, 200 Constitution Avenue, NW., Washington D.C. 20210. A duplicate notice should also be sent at the same time to the New York State Department of Labor, in care of State Representative, New York State Department of Labor, 303 W. Old Country Road, Hicksville, New York, 11801.

**WIA/WtW Program Complaint Resolution Officer**

The WIA/WtW Program Complaint Resolution Officer may be reached at the Department of Occupational Resources, 50 Clinton Street, 4th Floor, Hempstead, New York 11550, (516) 485-5000. The Grievance Officer will provide you with any forms or technical assistance which you may require in order to file or process a grievance or complaint. The WIA Program Complaint Resolution Officer is also responsible for the receipt and resolution of complaints.

If your complaint is not WIA/WtW-related, it will be referred to the appropriate agency or agencies. Your complaint may also involve or entitle you to recourse from other state or federal agencies pursuant to other state and federal laws.

To the maximum extent possible, the identity of a complainant will be kept confidential consistent with applicable law and a fair determination of the complaint. The making of a complaint will in no way affect your status or participation in or with the WIA/WtW program.

If you have any questions concerning this procedure or wish to file a complaint or grievance, please contact the WIA/WtW Complaint Resolution Officer.

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, “New Restrictions on Lobbying,” and 34 CFR Part 85, “Government-wide Debarment and Suspension (Non-Procurement) and Government-wide Requirements for Drug-free Workplace (Grants).” The certification shall be treated as a material representation of fact upon which reliance will be placed with the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

## 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 84, Sections 85.105 and 85.110 -

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not, within a three-year period preceding this application and/or contract, had one or more public transactions, whether Federal, State or Local, terminated for cause or default; and been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(b) of this certification, and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 --

- A. The applicant that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about--
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number of each affected grant.
- Check here if there are any workplace on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT PROJECT NAME	PREAWARD NUMBER and/or
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	

DATE

**RESPONSIBILITY QUESTIONNAIRE 7/13/06**

**Instructions:**

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

**Questions:**

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

- (1) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
Yes \_\_\_ No \_\_\_
- (2) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
Yes \_\_\_ No \_\_\_
- (3) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?  
Yes \_\_\_ No \_\_\_
- (4) an investigation for a civil violation for any business related conduct by any local, state or federal agency?  
Yes \_\_\_ No \_\_\_
- (5) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?  
Yes \_\_\_ No \_\_\_
- (6) a local, state or federal suspension, debarment or termination from the contracting process?  
Yes \_\_\_ No \_\_\_
- (7) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?  
Yes \_\_\_ No \_\_\_
- (8) a local, state or federal denial of a lease or contract award for non-responsibility?  
Yes \_\_\_ No \_\_\_
- (9) an agreement to voluntary exclusion from bidding/contracting?  
Yes \_\_\_ No \_\_\_
- (10) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?  
Yes \_\_\_ No \_\_\_
- (11) a local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?  
Yes \_\_\_ No \_\_\_
- (12) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?  
Yes \_\_\_ No \_\_\_
- (13) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?  
Yes \_\_\_ No \_\_\_
- (14) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?  
Yes \_\_\_ No \_\_\_
- (15) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?  
Yes \_\_\_ No \_\_\_
- (16) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?  
Yes \_\_\_ No \_\_\_
- (17) a rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?  
Yes \_\_\_ No \_\_\_
- (18) a citation, notice, violation order, pending administrative hearing or proceeding or

determination for violations of

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

Yes No

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

Yes \_\_\_ No \_\_\_

**ADDITIONAL QUESTIONS**

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

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

Yes \_\_\_

No \_\_\_

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

\_\_\_\_\_

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

Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Yes \_\_\_ No \_\_\_

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

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

Provide the court name, address and docket number: \_\_\_\_\_

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

If closed, provide the date closed: \_\_\_\_\_

**CERTIFICATION:**

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

The undersigned certifies that he/she:

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

Name of Business Signature of Officer

Address Typed Copy of Signature

City, State, Zip Title

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

## **FEDERAL CERTIFICATIONS**

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

### **A. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE**

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

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



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

**B. BUY AMERICAN NOTICE REQUIREMENT**

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

**C. SALARY AND BONUS LIMITATIONS**

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

**D. VETERANS' PRIORITY PROVISIONS**

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

**STATE CERTIFICATIONS**

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

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern Ireland:

\_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern

Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

\_\_\_\_\_ Yes \_\_\_\_\_ No

**F. NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

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

Signature of Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

**1. EXECUTORY CLAUSE.**

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

**2. NON-ASSIGNMENT CLAUSE.**

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

**3. COMPTROLLER'S APPROVAL.**

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

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

#### **4. WORKERS' COMPENSATION BENEFITS.**

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

#### **5. NON-DISCRIMINATION REQUIREMENTS.**

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

#### **6. WAGE AND HOURS PROVISIONS.**

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

#### **7. NON-COLLUSIVE BIDDING CERTIFICATION.**

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

#### **8. INTERNATIONAL BOYCOTT PROHIBITION.**

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

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

#### **9. SET-OFF RIGHTS.**

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

#### **10. RECORDS.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term Page 2 June, 2006 specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

#### **11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All

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

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in

New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

## **12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the

Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

## **13. CONFLICTING TERMS.**

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

## **14. GOVERNING LAW.**

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

## **15. LATE PAYMENT.**

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

## **16. NO ARBITRATION.**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

## **17. SERVICE OF PROCESS.**

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

## **18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and Page 3 June, 2006 use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

## **19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

## **20. OMNIBUS PROCUREMENT ACT OF 1992.**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

## **21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

## **22. PURCHASES OF APPAREL.**

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



CERTIFICATION

I hereby certify that the following is a true copy of resolution duly adopted by the Board of Directors of \_\_\_\_\_, a domestic corporation, at a meeting held on \_\_\_\_\_ 20 \_\_\_\_, at which a quorum was present, that said resolution has not been rescinded or modified, and it still in full force and effect, that said resolution is not contrary to any provision in the Certificate of Incorporation or By-Laws of said corporation, and that said certification is made knowing that the Town of Hempstead Department of Occupational Resources at 50 Clinton St., Suite 400, Hempstead, New York, will rely upon this certification incident to the execution of any documents by \_\_\_\_\_ with respect to Contract No. \_\_\_\_\_ pertaining to \_\_\_\_\_

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RESOLVED, that \_\_\_\_\_  
is hereby elected as \_\_\_\_\_  
of \_\_\_\_\_  
with full authority to enter into any agreement or transaction on behalf of  
the corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
(Secretary)

(Seal)

Note. This form must be completed for all agreements that will be executed by an officer other than President or Superintendent.

**ATTENDANCE POLICY**

The Department of Occupational Resources (DOOR) has established the following attendance policy for all participants enrolled in Education Training activities.

Participants who are absent for five (5) percent or \_\_\_\_\_ days of the total class meetings will be notified by the Department of Occupational Resources and placed on probation.

Participants who are absent for ten (10) percent or \_\_\_\_\_ days of the class meetings may result in cancellation of their scholarship voucher and termination from the education and/or training program.

All absences must be reported to the education and/or training institution. Excused absences will be limited to job interviews, jury duty, probationary meetings, and personal illness which in excess of three (3) days must be confirmed by a doctor's note. Excused absences will not be charged against probationary notice or result in cancellation of this scholarship voucher or termination from the program.

The Department of Occupational Resources will review participants' timesheets, attendance records, and progress reports. Based on this review, the Department of Occupational Resources may cancel this scholarship voucher and remove from the program, at any time, any participant it deems to be unacceptable for further education and training under program guidelines.

I have read the Department of Occupational Resources attendance policy, understand it, and will abide by it.

Name \_\_\_\_\_

Date Received \_\_\_\_\_

**Workers' Compensation Insurance and Disability Benefits**

Contracts awarded pursuant to this RFP will require the CONTRACTOR to secure and maintain Workers' Compensation Insurance and Disability Benefits as required by the State of New York for the life of this contract. In accordance with Workers' Compensation Law Sections 57 and 220(8), the contractor must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from an insurance carrier; or be a Workers' Compensation Board approved self-insured employer or participate in an authorized group self-insurance plan. Proposals submitted in response to this RFP must include one of the following forms:

- (a) WC/DB-100, Affidavit for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Insurance Coverage Is Not Required (Must be stamped as "received" by New York State Workers' Compensation Board); or
- (b) C-105.2 – Certificate of Workers' Compensation; or
- (c) SI-12 – Certificate of Workers' Compensation Self-Insurance.

In addition, proposals must include one of the following forms to DOOR:

- (a) DB-120.1 – Certificate of Disability Benefits Insurance; or
- (b) DB-155 - Certificate of Disability Benefits Self-Insurance.

**PROPOSAL REVIEW FORM**  
(For DOOR use only)

Vendor: \_\_\_\_\_

SECTION TO BE EVALUATED	TOTAL POINTS	POINTS AWARDED
I. <b>Services to be Performed:</b>	Mandated	Mandated
II. <b>Category of Applicant Organization</b> Private-For-Profit: ___ Private-Non-Profit: ___ Government Agency: ___	Mandated	Mandated
III. <b>Background Information and Qualifications</b>	20	
IV. <b>Work Experience Coordination Budget</b>	50	
VII. <b>Proposed Staff</b>	30	
IX. <b>Assurances</b>	Mandated	Mandated
Amount Proposed: _____		

**POINTS ACCUMULATED**

\_\_\_\_\_

*To be eligible to receive an award, a proposal must achieve a minimum score of 70 points.*

Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDA**

**ADDENDUM I**

**PUBLIC NOTICE**

**REQUEST FOR PROPOSALS**  
**FOR**  
**IN-SCHOOL YOUTH SERVICES**

**FEBRUARY, 2012**

**PUBLIC NOTICE**

**NOTICE OF REQUEST FOR PROPOSALS FOR IN-SCHOOL YOUTH PROGRAM SERVICES UNDER THE WORKFORCE INVESTMENT ACT AND THE PERSONAL RESPONSIBILITY WORK OPPORTUNITY AND RECONCILIATION ACT TEMPORARY ASSISTANCE FOR NEEDY FAMILIES PROGRAM FOR THE TOWN OF HEMPSTEAD/CITY OF LONG BEACH LOCAL WORKFORCE INVESTMENT AREA.**

**I. Purpose and Requirements**

This solicitation of proposals is being conducted by the Town of Hempstead Department of Occupational Resources (DOOR) on behalf of the Town of Hempstead Workforce Investment Board (LWIB) and the Town of Hempstead Youth Council in its capacity as the Grant Subrecipient/Fiscal Agent for the Town of Hempstead/City of Long Beach Local Workforce Investment Area, under the Workforce Investment Act (WIA) of 1998 and all related regulations. The services to be provided include coordination of the following: Participant Orientation; Work Site Supervisor Orientation; Assessment/Development of Individual Service Strategy; Case Management, including Update of Individual Service Strategy; Coordination; Follow-up (Required for twelve months after program exit). Services under WIA pursuant to this RFP will be provided to eligible youth as defined in WIA Sec. 101 (13). Applicants must submit a narrative and budget arranged to respond to the format provided in connection with this RFP, which can be accessed in person at the Town of Hempstead Department of Occupational Resources, 50 Clinton Street, Suite 400, Hempstead, New York 11550, or online at [www.hempsteadworks.com](http://www.hempsteadworks.com).

**II. Submission Deadline**

Completed proposals must be received by DOOR no later than 4:30 P.M. on Monday, March 12, 2012. Except for good cause shown, proposals that are received after that date will be reviewed and kept on file for future funding consideration only should conditions warrant. Proposals should be submitted in sealed envelopes and addressed to: Ana-Maria Hurtado, Commissioner/WIB Director, Town of Hempstead, Department of Occupational Resources, 50 Clinton Street, Suite 400, Hempstead, New York 11550. Applicants are advised that changes in the Local Workforce Investment Area's One-Stop System, both in terms of content and funding levels, may be required prior to or during its operation due to new or revised legislation. All parties to contracts are expected to adhere to any necessary changes. This RFP does not commit the LWIB or DOOR to award a contract to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. The LWIB and DOOR reserve the right to accept or reject any or all qualified sources, or to cancel in part or in its entirety this RFP if it is in their best interests to do so. Any questions concerning this RFP should be directed to Sal Scibetta, in writing to the above address, by telephone at (516) 485-5000, extension 1205, by fax to (516) 485-5009, or by e-mail to [sscibetta@hempsteadworks.com](mailto:sscibetta@hempsteadworks.com).

**ADDENDUM II**

**Workforce Investment Act Performance Standards/Common Measures**

**for In-School Youth**

**Placement in Employment or Education**

*Of those who are not in post-secondary education or employment (including the military) at the date of participation:*

# of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter divided by the # of youth participants who exit during the quarter

**Attainment of a Degree or Certificate**

*Of those enrolled in education (at the date of participation or at any point during the program):*

# of youth participants who attain a high school diploma by the end of the third quarter after the exit quarter divided by the # of youth participants who exit during the quarter

**ADDENDUM III**

**HempsteadWorks Priority of Service Policy**



The Town of Hempstead Local Workforce Investment Board has established the following Priority of Service Policy under the Workforce Investment Act (WIA) of 1998: *Priority of service is provided to residents of the Town of Hempstead/City of Long Beach, who are either **public assistance recipients, veteran\*s and eligible spouses of veterans\*\***, **economically disadvantaged (i.e. low income) individuals\*\*\*** or **dislocated workers**. Residents of the Town of Hempstead/City of Long Beach also will receive priority consideration for enrollment into training funded through Individual Training Accounts (ITAs).*

In addition, the Jobs for Veterans Act of 2002 made a number of amendments to encourage military veterans' access to services within an integrated one-stop service delivery system. One such amendment creates a priority of service for veterans (and some spouses) "who otherwise meet the eligibility requirements for participation" in United States Department of Labor training programs. As mandated in Federal regulation, One-Stop Career Centers are required to implement priority of service and will need to have clear strategies for providing veterans and eligible spouses of veterans with quality service at every phase of services offered. Veterans' priority of service was also mandated in the Final Rule, 20CFR Part 1010, which went into effect on January 19, 2009. Also, the American Recovery and Reinvestment Act (ARRA) of 2009 requires a statutory priority for recipients of public assistance and other low-income individuals. New York State Department of Labor Technical Advisory Number 09-16 provides the following clarification to reconcile the application of priority of service under ARRA with the Jobs for Veterans Act of 2002: "It is important to understand that veterans' priority of service is not intended to displace the core mission of any particular program. More specifically, a priority of service within a priority is created for those programs that are derived from a federal statutory mandate (such as ARRA) that requires a priority or preference for a particular group of individuals. As an example, when we collectively compare recipients of public assistance and other low-income individuals with veterans and eligible spouses of veterans, the following priority order is applicable:

1. The first population to receive intensive and training services is public assistance and low-income veterans (or eligible spouses of veterans);
2. The second priority is for public assistance and low-income non-veterans;
3. The third priority is for veterans (or eligible spouses of veterans) who are not low income or receiving public assistance;
4. The last priority is for adults who are non-veterans who are not low-income or receiving public assistance."

#### **\*Veteran**

\*Under the Final Rule, a veteran is defined as "a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable." This is essentially the same as the WIA definition found in WIA Law at Section 101(49). Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes.

This definition to be applied for the purposes of the priority differs from and is broader than the definition of “eligible veteran,” which is applied under Veterans and Wagner-Peyser grant programs. Under Title 38, United States Code Section 4211, the term “eligible veteran” means a person who – (A) served on active duty for a period of more than 180 days and was discharged or released therefrom with other than a dishonorable discharge; (B) was discharged or released from active duty because of a service-connected disability; or (C) as a member of a reserve component under an order to active duty, served on active duty during a period of war or in a campaign or expedition for which a campaign badge is authorized and was discharged or released from such duty with other than a dishonorable discharge. It is very important that the distinction between the two definitions is understood and applied correctly. USDOL is bound by law to use the “Final Rule” definition as it was the intent of Congress that priority of service be made available to a broad category of former service members. However, the definition of veteran to be applied for the purposes of the priority does not alter the statutory reporting requirements for Wagner-Peyser and Veteran Grants, which require application of the more narrowly defined definition of eligible veteran. In other words, a veterans’ priority is not intended to displace the core mission of any particular program.

### **\*\*Eligible Spouse**

Under Title 38, United States Code Section 4215(a), the term “eligible spouse” means – (A) the spouse of any person who died of a service-connected disability; (B) the spouse of any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than ninety days: (i) missing in action, (ii) captured in line of duty by a hostile force, or (iii) forcibly detained or interned in line of duty by a foreign government or power; or (C) the spouse of any person who has a total disability permanent in nature resulting from a service-connected disability; or (D) the spouse of a veteran who died while a disability so evaluated was in existence. USDOL provides additional clarification for “A” and “D” above by indicating that the re-marriage of the spouse would not terminate their eligibility. However, if a spouse becomes divorced from a veteran under “B” and “C” above, eligibility for priority of service is terminated. It is further understood that the JVA does not exclude from eligibility spouses who were not citizens at the time that the veteran was discharged or retired, nor does it stipulate that a spouse had to be married to a veteran at the time of his or her discharge or retirement.

### **\*\*\*Economically Disadvantaged (i.e. Low Income) Individual**

The parameters to be used to qualify someone as a low-income individual are defined in the Workforce Investment Act (WIA) of 1998 (Public Law 105-220) at Section 101(25). Additionally, in order to consider an individual as a “family of one,” our local policy defines the phrase contained in the passage of the statute “received an income,” to mean that an individual living with other family members (as defined in WIA Sec. 101 (15)), must have received sufficient income to contribute to fifty percent (50%) or more

of that individual's support for the last six (6) months prior to participation. Income earned while on active duty status is disregarded in our eligibility determinations.

Rev. 01/04/10

**ADDENDUM IV**

**STATUS OF ACTIVE PARTICIPANTS**

**REPORTING PERIOD:** \_\_\_\_\_

**School District:** \_\_\_\_\_

(1)	(2)	(3)	(4)	(5)	(6)
Participant	High School Status	Date of	Reason No	Post-	Describe the

