



New York State Department of Health

Bureau of Early Intervention

REQUEST FOR PROPOSALS

RFP No. BEIT: 2010-2015

FAU No. 0912100152

Statewide Training for Early Intervention

Component A: Deliver In-Person Classroom Training

Component B: Deliver Distance Learning Training

IMPORTANT DATES

Date Issued:	April 28, 2010
Written Questions Due:	May 17, 2010
Letter of Interest Due (optional):	May 17, 2010
Response to Written Questions:	June 4, 2010
Proposals Due:	June 30, 2010

Contact Name and Address:	Jeff Simon, M.S. New York State Department of Health Bureau of Early Intervention, Room 287 Corning Tower, Empire State Plaza Albany, New York 12237-0618 (518) 473-7016
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Contacts Pursuant to State Finance Law § 139-j and 139-k

DESIGNATED CONTACTS

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

Bonnie DeGennaro
bjd05@health.state.ny.us
New York State Department of Health
Fiscal Management Group
Bureau of Accounts Management
Corning Tower room 1344
Albany, New York 12237

Permissible Subject Matter Contacts:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contacts for communications related to the following subjects:

RFP Release Date: 4/28/10

- 1) Submission of Written Proposals or Bids
- 2) Submission of Written Questions
- 3) Response to Written Questions
- 4) Debriefings

Jeff Simon
jls09@health.state.ny.us
New York State Department of Health
Bureau of Early Intervention
Empire State Plaza
Corning Tower room 287
Albany, New York 12237

Or

Cynthia Mack
cam18@health.state.ny.us
New York State Department of Health
Bureau of Early Intervention
Empire State Plaza
Corning Tower room 287
Albany, New York 12237

5) Negotiation of Contract Terms after Award:

Bradley Hutton

bjh08@health.state.ny.us

New York State Department of Health

Bureau of Early Intervention

Empire State Plaza

Corning Tower room 287

Albany, New York 12237

Or

Brenda Knudson Chouffi

bkc03@health.state.ny.us

New York State Department of Health

Bureau of Early Intervention

Empire State Plaza

Corning Tower room 287

Albany, New York 12237

For further information regarding these statutory provisions, see the Lobbying Statute summary in Section V, S of this solicitation.

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RFP No. BEIT 2010-2015

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**New York State Department of Health
Bureau of Early Intervention**

RFP No. BEIT: 2010-2015

**Component A: Deliver In-Person Classroom Training
Component B: Deliver Distance Learning Training**

SCHEDULE OF KEY EVENTS

RFP Release Date	4/28/10
Written Questions Due	5/17/10
Letter of Interest Due (optional)	5/17/10
Response to Written Questions	6/04/10
Proposal Due Date	6/30/10
Contractor Selection	8/13/10
Begin Project	10/01/10

REQUEST FOR PROPOSALS (RFP)

RFP No. BEIT: 2010-2015 – Statewide Training for Early Intervention

Component A: Deliver In-Person Classroom Training **Component B: Deliver Distance Learning Training**

I. INTRODUCTION

A. Training Mission Statement

The New York State Department of Health (Department) implements the statewide Early Intervention Program (EIP) as authorized by Part C of the federal Individuals with Disabilities Education Act. A major federal requirement for State early intervention programs is the development of a Comprehensive System of Personnel Development (CSPD) to ensure capacity for service delivery to all eligible children and their families. An important component of a successful CSPD is the provision of high quality training by experienced trainers. The statewide CSPD mission is to “ensure that the New York State early intervention system meets the needs of infants, toddlers and their families through access to qualified personnel.”

B. Purpose of this Request for Proposals

The purpose of this document is to solicit proposals to provide in-person classroom training and distance learning training under a total of up to two (2) contracts with the New York State Department of Health Early Intervention Program’s training and education initiative.

The Request for Proposals (RFP) is constructed in two (2) parts. Bidders must submit one (1) proposal to provide services in Component A and/or submit one proposal to provide services in Component B. The two contracts resulting from this solicitation will be for a five (5) year period.

- **Component A:** Deliver In-Person Classroom Training. Under Component A, one (1) contract will be awarded statewide for the delivery of in-person classroom training to parents, service coordinators, evaluators, primary referral sources, college faculty and students, early intervention service providers and municipal staff participating in the NYS Early Intervention Program. Contractors must be prepared to provide training on all early intervention courses included in this RFP. Payment for this component of the RFP will be made based on a price per person trained.
- **Component B:** Deliver Distance Learning Training statewide. Under Component B, one (1) contract will be awarded for delivering distance learning training courses statewide. Payment for this component of the RFP will be made based on a flat fee for the delivery of selected training courses as online, self-paced training tutorials and as webinars.

This Request for Proposals contains specific eligibility criteria and outlines project activities. This RFP also provides guidance on specific elements that must be included for a proposal to be considered for funding. Instructions and forms are contained herein. Both contracts can be awarded to one contractor or, separately to two contractors. If the same entity is awarded funding for both Component A and Component B, the Department intends to execute one combined contract.

II. BACKGROUND

The Early Intervention Program provides a range of therapeutic and supportive services for eligible children with disabilities ages birth to three years and their families. The mission of the Early Intervention Program is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide for appropriate intervention to improve child and family development.

On average, over the last three (3) years, 4,430 trainees per year have participated in 155 face-to-face training sessions per year (see Attachment L under the current training initiative that is ending September 30, 2010). These sessions have been provided across the State by two (2) contracted organizations. Existing training courses, including ancillary education materials, have been delivered face-to-face by experienced trainers to a variety of early intervention audiences.

The **primary target audiences** to be trained using early intervention courses under Component's A and B include:

- Parents of children participating in the Early Intervention Program;
- Approved early intervention service coordinators, evaluators, and service providers;
- Municipal representatives responsible for local implementation of the program;
- Qualified personnel specified in the EIP regulations (Section 69-4.1);
- Primary referral sources specified in EIP regulations (Section 69-4.3);
- Undergraduate and graduate students in early childhood education, special education, or related areas of study.

Although they are not a primary target audience, other interested parties, such as preschool providers or daycare providers, may also participate in the training sessions, as appropriate.

Statewide training has been delivered using a traditional classroom format, which is the focus of Component A of this RFP. Expanding the available training courses to include a new distance learning initiative for early intervention target audiences is the focus of Component B of this RFP. A description of each of the current 24 training courses, the target audience, and course length is available in Attachment K.

III. DETAILED SPECIFICATIONS – WORK PLAN ACTIVITIES

The New York State Department of Health seeks to award up to two (2) contracts through this RFP to qualified bidders to provide training under Component A and Component B. Eligible organizations are for profit and not-for-profit corporations, partnerships, or institutions of higher education that are legally authorized to perform the contracted services.

For the purposes of this RFP, if a consortium of the above receives an award, one agency must be identified as the primary contracting entity overseeing the project. A consortium is defined as two (2) or more entities working together through a contractor/subcontractor relationship. Eligible organizations must have demonstrated capacity to provide the activities described in this RFP or to subcontract with individuals or agencies with early intervention expertise and/or the technological ability to conduct the activities described in this RFP. The Department reserves the right to pre-approve all subcontracts. Submission of a proposal indicates acceptance of all conditions contained in this RFP.

Minimum eligibility qualifications:

- Three (3) years of experience in delivering training in face-to-face (in-person) classroom sessions to adult trainees on a regional basis (Component A).
- No conflict of interest with respect to performing the duties and assuming the responsibilities outlined in this RFP.
- One (1) year of experience in developing or delivering training through distance learning technology (Component B).
- Experience applying for approval to grant Continuing Education Units (CEUs).
- Experience with confidential information and a system in place to maintain confidentiality of families connected with the Early Intervention Program.

Preferred eligibility qualifications:

- Five (5) years of experience in early intervention or early childhood development, including at least three (3) years of experience specifically related to early intervention.
- Adequate and appropriate capacity and infrastructure to provide the proposed services on a statewide basis.

Successful bidders will use existing Department training courses and ancillary training material. Bidders awarded contracts resulting from this RFP will work under the guidance of the Department and in collaboration with its designees (e.g., other contractors) to deliver training throughout the contract period. All training delivered pursuant to this RFP is subject to the ongoing approval of the Department. The successful bidder(s) will consult with and obtain the approval of the Department before beginning work to ensure consistency and standardization of deliverables.

Each training session will use courses that include guiding principles, learning outcomes, trainer's manuals, PowerPoint presentations, trainee handouts, and evaluation tools such as standardized pre and posttests, trainee evaluation forms, and other evaluation tools needed to accomplish training objectives and address the needs of particular target audiences. Bidders under Component A must propose to deliver high-quality in-person classroom training. Bidders under Component B must deliver and maintain effective distance learning through online, self-paced tutorials and webinars with associated documentation of participation and completion. All training must be completed according to the schedule of deliverables outlined in the RFP.

A sample set of training materials will be provided upon request to entities that submit Letters of Interest.

Contracts will be awarded for Component A and Component B on a statewide basis. The Department reserves the right to:

- Award only one contract resulting from this RFP for Component A and Component B.

The bidder's proposal shall remain in effect for 180 days from the last day to submit a proposal. Bidders whose proposals have been rejected by the Department will be notified of such rejection.

If a bidder's proposal includes another provider's product(s) and/or services, the bidder shall be required to assume responsibility for those products and/or services as prime contractor to the Department.

The successful bidder shall not assign, transfer, or convey the award, nor shall it assign, transfer, or convey the agreement entered into or any part thereof or any interest therein without the prior consent of the Department in writing.

A. Component A Deliverables – In-Person Classroom Training

The Department seeks to fund one (1) contractor under Component A of this RFP to deliver in-person classroom training and ancillary training material statewide. Training is defined as being provided in-person to participants (physically) on all approved courses. Current training materials will be used, and training courses under development (see #2 below) will be used as they become available.

The Department requires the deliverables shown below under Component A of this RFP. The project narrative for Component A should include a description of the bidder's plan for delivering in-person classroom training, addressing the following deliverables and project components.

- 1. Deliver all current training courses, including ancillary training material, in in-person classroom training sessions statewide.** The contractor selected under Component A will initially train using currently available courses.

Each training course is conducted in a specific length of time referred to as a training session. Training sessions are categorized based on the average time the session takes to deliver, such as *Information Sessions for Families: Service Coordination* (ISF-1, 2 to 4 hours) or *Introduction to Service Coordination* (ISC, more than 6 and up to 8 hours). Each training course has an individual description (see Attachment K, which provides information on the training topic, the target audience, and course length for training delivery purposes.)

For bidding, evaluation, and payment purposes, training sessions are divided into three (3) main types, based on the length of the session, as follows:

- **Type 1** Training Sessions are two (2) to four (4) hours in length;
- **Type 2** Training Sessions are more than four (4) and up to six (6) hours in length; and
- **Type 3** Training Sessions are more than six (6) and up to eight (8) hours in length.

Table A shows a summary of early intervention training courses by type (1, 2, or 3).

It is required that the successful bidder offer and deliver the training courses summarized by type in Table A, with priority given to *Introduction to Service*

Coordination training (ISC), which is required for service coordinators under Early Intervention Program regulations [(Section 69-4.4(b)], on a regular basis to targeted early intervention training audiences in the geographic regions outlined on the statewide training map (see Attachment I). Proposals should include a plan for statewide coverage of training to all target audiences on a regular basis. In addition, proposals should include a projected number of trainees by topic anticipated during each contract year.

Training for all courses, including courses under development, will be paid based on the price per person bid for the applicable Training Session Type. Training Session Types have been determined by the Department after careful review and analysis of past training sessions and course content. Modification of the courses for purposes of training delivery is not permitted, unless the Contractor receives prior written approval from the Department for such modification. Should such modification be required based on regional needs, payment will be based on the price bid for the applicable Training Type. The Training Type for the modified course will be determined by the Department as part of the review and approval process for course modification.

It is required that the successful bidder duplicates and provides to the trainees and participants, as appropriate, the following ancillary training material (which has already been developed by the Department) with each training course presented. Ancillary training material is defined as the necessary material that the trainer and the trainees need in support of the training session to make it successful. The successful bidder will supply these training materials to their trainers and trainees as designated below.

For Trainers

- Trainer Manuals – The Trainer Manual serves as a roadmap for the trainer to deliver the training and consists of a training agenda, goals, learner outcomes and competencies, speaker notes, materials needed, course activities (if applicable), methodologies, pre and posttests, trainee evaluation tool, handouts and overheads. Each Trainer Manual is self-contained with PowerPoint slides, handouts, and learning activities that enable the trainer to conduct the training in a logical and orderly sequence.
- Audiovisual Aids – The successful bidder must use the PowerPoint slide presentations that are provided for each training course. Supplementary training information (if needed) may be presented on flip chart-size paper and/or presented through electronic means such as video clips, audio cassette, or compact discs.
- Training Evaluation – There are two (2) evaluation tools that are used by the Department and will be available to successful bidders for informational purposes. One evaluation tool includes a checklist of core course content that must be covered by the trainers, and will be used when the Department conducts onsite observation of training. The second tool is used when the State or its designees evaluate the trainer's delivery. Information from both of these tools, as well as the results from the Trainee's Evaluation Tool, will be used by the Department to evaluate the effectiveness of training.

For Trainees

- Trainee Handouts – Handouts will be duplicated by the contractor at their cost and provided to trainees (see Payment Methodology, Component A). In most instances, trainees will be referred to the Bureau of Early Intervention Web page for handouts

and reference material or to download on their own. Examples of hard copy handouts are those not available on the Web page, such as work group activity sheets, selected sections of guidance documents, and trainee evaluation tool.

- Pre- and Posttests of Trainees – administered to each trainee at the beginning and at the end of each training session.
- Trainee Evaluation Tool – This evaluation tool is standardized for use in all training sessions and will report on the effectiveness of the training. Each trainee must submit an evaluation in order to receive a certificate verifying participation in the training.

The successful bidder will offer Continuing Education Units (CEUs) to trainees who wish to satisfy requirements for professional development in applicable disciplines. The successful bidder will either be approved to grant Continuing Education Units under the International Association of Continuing Education and Training or must demonstrate the qualifications to make application for approval as a continuing education sponsor. Continuing Education Units, per academic discipline sponsored by the Department, must be provided to eligible training participants who request them. Successful bidders will make available to the Department the course instructors' credentials, documentation of participation of licensed practitioners (including profession), and other materials as requested, and will provide course participants with verification of their Continuing Education Units. CEUs must be available within four (4) months of the executed contract.

Costs associated with providing documentation to the Department and to course participants related to provision of continuing education credit should be incorporated into the bid price.

2. Deliver up to six (6) new “under development” training courses including ancillary training material through in-person classroom training formats.

The successful bidder will be expected to deliver up to six (6) under development training courses (up to two Type 1, up to two Type 2, and up to two Type 3 courses) including ancillary training material, to be provided by the Department, that will address emerging early intervention issues such as responding to localized problems and needs as identified by the training contractors, municipal early intervention programs, and parents.

These are denoted “under development” because the Department cannot predict the need for additional training courses due to local, regional and statewide emerging early intervention issues and concerns. The Department may add up to six (6) additional courses for training delivery during the five-year contract period as needed. It is anticipated that this activity could take place anytime during the contract period. Bidders must possess the capacity and be willing to deliver all EIP training courses, as requested by the Department.

Table A: Summary of Early Intervention Training Courses and Delivery

Training Type		Most Recent Two Years (10/1/06-09/30/08)	
		Total Training Sessions Conducted	Total Trainees
Type 1 (2 to 4 hours)			
ASC-1	Advanced Service Coordination: Working with Challenging Families/Utilizing Community Resources	24	751
ASC-1A	Advanced Service Coordination: Program Records	17	535
ASC-2	Advanced Service Coordination: Effective Communication/Understanding Service Coordination	10	356
ASC-2A	Advanced Service Coordination: Transition	1	35
CD-1	Cultural Diversity: Linguistic Differences	20	610
CD-2	Cultural Diversity: Cultural Approaches and Practices	1	41
CPG-AU	Clinical Practice Guidelines: Autism/Pervasive Developmental Disorders	16	491
CPG-CD	Clinical Practice Guidelines: Communication Disorders	10	248
CPG-DS	Clinical Practice Guidelines: Down Syndrome	21	530
CPG-HL	Clinical Practice Guidelines: Hearing Loss	32	843
CPG-MD	Clinical Practice Guidelines: Motor Disorders	26	681
CPG-VI	Clinical Practice Guidelines: Vision Impairment	6	219
EE-1	Prerequisite: Early Intervention Evaluation, Assessment, and Eligibility Determination	38	1280
EI-101	Introduction to the New York State Early Intervention Program and Services	1	37
ISF-1	Information Sessions For Families: Service Coordination	11	257
ISF-2	Information Sessions For Families: Transition	24	548
ISF-2A	Information Sessions For Families: Learning Everyday	1	22
RP	Role of Physicians and Other Primary Health Care Providers	1	25
TBD-1	Under Development (Up to two Type 1 training courses to be delivered as needed)	XX	XX
TBD-2			
Type 2 (more than 4 and up to 6 hours)			
ABA	Applied Behavior Analysis Training for Paraprofessionals (New – To Be Developed)	XX	XX
MP	The Monitoring Process and Beyond: Strategies for Ensuring Quality and Best Practice (Draft – Under Review)	XX	XX
TBD-3	Under Development (Up to two Type 2 training courses to be delivered as needed)	XX	XX
TBD-4			
Type 3 (more than 6 and up to 8 hours)			
EE-2	Advanced: Early Intervention Evaluation, Assessment, and Eligibility Determination (Draft – Under Review)	XX	XX
IFSP	Individualized Family Service Plan Development	14	301
ISC	Introduction to Service Coordination	37	1081
NE	Natural Environments	5	396
TBD-5	Under Development (Up to two Type 3 training courses to be delivered as needed)	XX	XX
TBD-6			

Note: Titles of training courses listed in Table A can be modified with prior written approval of the Department.

Under **Component A** deliverables, the Department requires the successful bidder to:

- a. Provide ancillary training material to trainees and participants as appropriate in each training session.

- b. Include state-of-the-art adult education and learning techniques.
- c. Collaborate with Department staff on training delivery methodology before initiating contract activities for each training topic.
- d. Ensure attendance of the contractor's project manager and all available trainers at Department-sponsored webinar meetings, videoconferences, or teleconference calls on the guidelines for delivering early intervention training for the purpose of ensuring consistency in statewide training, up to one (1) time per contract year, excluding routine phone calls. There will be no separate payment for travel or travel-related expenses to or from any meeting location.
- e. Obtain, review, and report input of end-users (trainees) through trainee evaluation forms at each training session.
- f. Provide feedback on training sessions to the Department in a prescribed manner and format that may result in modification to the training courses by the Department.
- g. Accommodate regional and/or cultural differences among the training audiences.
- h. Ensure that a standard trainee sign-in sheet provided by the Department upon contract award is completed in its entirety with **original** signatures and submitted to the Department along with payment vouchers for each training session. An **original** standard trainee sign-in sheet is required for payment to be made to a Contractor.
- i. Greet and register training participants (including use of the sign-in sheet) at the facility where training is being held. Name tags should be provided for identification of training participants. The contractor will maintain confidential records of trainees' names, addresses, e-mail addresses, and phone numbers.
- j. Collaborate with municipal Early Intervention Officials and staff on the training needs of target audiences (see II. Background), scheduling training sessions and logistics, and local outreach and promotion of training.
- k. Notify the Department of upcoming training sessions at least one month in advance of confirmed scheduling, for posting on the Department's web-based training calendar. Post newly scheduled training sessions to the Department's calendar of local health department activities (an access password will be provided).
- l. Provide \$25 stipends to parents of children in the Early Intervention Program who need child care while attending in-person classroom training sessions. Reasonable transportation expenses such as subway fare cards should also be provided and factored into the bid.
- m. Provide trainers with supplies, material, and equipment as needed:

Overhead projector	Pens, pencils, markers
Multimedia projector	Easel
Viewing screen	Videocassette player
Flip chart paper	Compact Disc/cassette tape player
Laptop computer	TV monitor
- n. Provide all training participants with a certificate, designed and produced by the Contractor, indicating the trainee attended and successfully completed the training

- session. This certificate will include the participant's name; training course name, number, and location; and date and length of session.
- o. Provide training facilities that are centrally located, convenient and safe, and accessible to individuals with disabilities, consistent with requirements under the Americans with Disabilities Act. The Department reserves the right to reject proposed training sites and require the Contractor to identify an alternate site acceptable to the Department.
 - p. Describe and implement the process for ensuring follow-up to trainees who are registered and subsequently closed out of workshops due to full enrollment or cancellation, and who are put on a waiting list.
 - q. Provide to the Department, in advance of initiating training, cancellation policies and procedures which account for circumstances such as inclement weather.
 - r. Provide CEUs for those early intervention courses that qualify under the International Association for Continuing Education and Training requirements.
 - s. Maintain files in a confidential manner of all trainee names, addresses and types of training completed for record keeping, CEU documentation, and Department evaluation purposes.
 - t. Provide documentation to the Department of course participation and any CEUs earned by participants.
 - u. Submit data regarding training to the Department in a manner and frequency prescribed by the Department.
 - v. Refer programmatic or policy questions from trainees on standardized reporting forms to Department staff for response/clarification.
 - w. Provide for translators at training sessions or to translate selected training material or other information whenever necessary as feasible. There will be no separate reimbursement for these services, however it can be included in the administrative services fee that is part of this RFP.
 - x. Submit information to the Department such as organizational charts, curriculum vitae of instructors, names and professions of training participants, and information on trainee evaluation forms/feedback as required.
 - y. Provide handouts in hardcopy to trainees as applicable, except for Department of Health Clinical Practice Guideline books and compact discs which are provided by the Department (see Payment Methodology – Administrative Services).

3. Payment Methodology (Component A)

Training sessions are divided into three main types, based on the length of the session, as follows:

- **Type 1** Training Sessions are two (2) to four (4) hours in length;
- **Type 2** Training Sessions are more than four (4) and up to six (6) hours in length;
- **Type 3** Training Sessions are more than six (6) and up to eight (8) hours in length.

Although actual training time may be greater or less than the time allocated by type depending on factors such as audience size or composition, payment will be based upon

the type of training session presented, not the actual training time to deliver the training session. If actual training delivery time deviates from the time allocated per course, such that the actual training delivery time does not meet the time allocated for the course, the Contractor will be required to explain the reasons for such deviation.

A training session is defined as the delivery of one course to participants on the same day. Attendance of participants must be documented for the entire training session for payment to occur. Should more than one training course (i.e., more than one session) be delivered in a day, separate **original** sign-in sheets must be submitted for each course, documenting participants' attendance for each course. For example, if CD-1 (Cultural Diversity: Linguistic Differences) and CPG-AU (Use of Clinical Practice Guidelines/Autism/Pervasive Developmental Disorders) are delivered to the same participant group on the same day, two (2) **original** sign-in sheets must document participants' attendance for both courses. The Department will pay the Contractor on a per trainee basis for each person up to 40 participants per session that attends and completes an in-person classroom training session.

The bidder must complete the Component A Bid Form for Years 1-3 and Years 4-5 of the project (see Attachment D) to present the price per trainee for delivering in-person classroom training. The bidder must also complete the New York State Department of Health Bid Form (see Attachment M). The total number of trainees by Training Session Type is provided for pricing purposes, however, the actual number of trainees is not guaranteed. Payment will be based on the actual number of individuals trained. The total award is for five (5) years and quarterly payment is deducted from the total award. The successful bidder must carefully budget expenditures over the five (5) year period. The Department cannot guarantee availability of additional funding if the successful bidder exceeds the total amount of the contract prior to the fifth year of funding. It is expected that the selected contractor will provide in-person classroom training consistently throughout the five (5) year contract period.

Parents of children in the Early Intervention Program who need reimbursement for child care or other reasonable expenses (i.e., subway fare cards), which will enable the parent to participate in training sessions, are eligible for a stipend of \$25 per training session attended under Component A. The stipend will be reimbursed on a dollar for dollar basis by the Department to the contractor. The contractor must maintain documentation to be reimbursed for parent stipends. This amount will be reimbursed to the contractor in addition to the amount paid by the Department, per person trained. For pricing purposes, \$5,000 will be added to the total contract value to account for parent stipends at \$25.00 per parent that receives training and requests a stipend.

Administrative Services: The Department will pay the Contractor an administrative services fee that will be used to offset the cost of administrative activities including reproducing early intervention handouts, reference material, activity sheets provided to the contractor by the Department, and for the cost of dissemination to trainees. The payment for this component of the contract will be by voucher and based upon the administrative services fee enumerated in the Contractor's Proposal and the costs incurred.

The Department has provided estimates of the number of trainees by session type, (i.e., Type 1, Type 2, and Type 3 in Attachment D). These estimates will form the basis of contracts resulting from this RFP. The bidder's proposed price per trainee for each

session type will be applied to the utilization estimates to form the dollar amount of the contract. The Department will determine the applicable Training Session Type (1, 2, or 3) for courses under development. Contractors will be paid based on the price bid for the applicable Training Session Type.

Payment for training sessions is limited to 40 participants per training session. Department staff cannot be included in the number of attendees. There will be no advance payment to contractors. Payment will be based on the actual number of individuals trained. Contractors must request permission from the Department in writing via e-mail one week in advance of conducting training sessions with over 40 participants, and include justification for the anticipated number of participants and information on how they will ensure an appropriate trainer/trainee ratio. Upon Department approval, the contractor will be paid for trainings that exceed 40 participants in any one in-person classroom session. Payment for the first 40 trainees will remain at the contracted bid price per trainee while the payment for any trainees above 40 will be at 50% of the contracted bid price per trainee. Payment above 40 trainees will not be routinely approved and will be considered only in extremely rare circumstances. In no event will payment be made for any trainees that exceed the agreed upon maximum number of participants. The successful bidder will consult with the Department whenever this situation arises prior to the training session.

It is required that each contractor establishes cancellation policies and procedures acceptable to the Department to account for circumstances such as inclement weather (particularly in rural areas) or low enrollment. These events should be considered and factored into the bid price. Under no circumstances will a contractor be paid for a training that has been cancelled.

A **standard** sign-in sheet (provided by the Department), including printed name and **original** signature of each attendee, the training course name and number, training location and start and end times, must be completed and provided to the Department to be eligible for payment. Facsimiles and/or contractor-generated forms will not be accepted.

Successful bidders must not charge/collect fees from trainees for the training or for food or beverages provided. The successful bidder is responsible for providing training handouts, supplies, material and equipment, travel expenses, and facilities as needed.

Separate reimbursement for translators will not be provided but can be included in the administrative services fee.

4. Schedule of Deliverables

It is required that the successful bidder make training sessions available within three (3) months of the contract start date and deliver training sessions on a regular basis to trainees, based upon need. The numbers of trainees and training sessions conducted will depend upon the demonstrated need of the target audiences.

Because *Introduction to Service Coordination (ISC)* is required in Early Intervention Program regulations, priority must be given to scheduling this training course to ensure consistent access across the state. All training sessions **MUST** be offered within the first 12 months of the contract start date and each year thereafter, based upon training courses that are available from the Department. When the Department periodically revises existing training courses and makes the courses available, they must be used in place of existing courses on the same topic.

For the **under development courses**, as previously noted, the Department cannot predict the need for future training courses, including demand, due to local, regional, and statewide emerging early intervention issues and concerns. **Bidders must demonstrate the capacity to provide training for up to six (6) additional under development courses inclusive of all associated topics and accompanying ancillary training products.** The Contractor must also begin training on new courses within three (3) months of receipt of the new training courses from the Department.

B. Component B Deliverables – Distance Learning Training

The Department seeks to fund one (1) contractor under Component B of this RFP to deliver and maintain distance learning courses to parents and professionals statewide. Bidders must be prepared to offer 17 available Department-approved early intervention courses and the six (6) under development courses for a total of 23 courses.

The award will be made on a statewide basis. Bids that do not provide statewide coverage will be disqualified. Statewide coverage is defined as providing training via distance learning in all counties of the State of New York. Maintenance of distance learning courses is defined as updating courses with new information as needed and includes supporting the technology to deliver the web-based online courses.

The first topics to be offered via distance learning will be *Introduction to Service Coordination (ISC)* and *Information Sessions For Families*, which includes ISF-1 and ISF-2 courses, or another course to be determined at the Department's discretion. Bidders should assume that all training courses will be provided in already converted distance learning formats. The courses provided by the Department will be converted to distance learning formats under a separate contract. Currently, the Department uses Adobe Captivate and WebEx for its online early intervention training initiatives and a learner management system (LMS) that tracks trainees' successful completion of each course. The successful bidder must use these products or their equivalents (e.g., Adobe E-Learning Suite, Adobe Connect, Articulate) with approval of the Department. For bidding purposes, each of the courses proposed for conversion is listed in Table B and in Attachment K.

Statewide distance learning is defined as the trainee's ability to access training that conveniently fits their schedule through web-based technology in all counties in the State. This includes, but is not limited to, the use of personal computers for Web-based, online, self-paced learning tutorials/modules including synchronous (real-time collaborative communication between locations) and asynchronous (one-way communication between locations); performance-based learning technology; and/or interactive multimedia.

Historically, it has been difficult for parents, providers of services, and professionals in the early intervention system, especially those living in the upstate regions and those with time-sensitive priorities, to access in-person classroom training sessions. Obstacles to participating in classroom training include: long distances to training sites; poor travel conditions during part of the year; lack of mass transportation; inability to take time away from their families and jobs to attend in-person classroom training sessions; competing responsibilities; and, low population density making it cost inefficient to physically deliver programs in some rural and remote areas.

In the past several years, distance learning has increasingly been used by the Department as a vehicle for the delivery of education and training. Distance learning, via Web-based training (e.g., Web-Ex) and online self-study modules (e.g., Adobe Captivate), is a cost-effective and

efficient means of providing training to people who are unable to attend classroom training. For these reasons, distance learning education and training programs are practical tools to extend the Department’s ability to address information and learning needs. The project narrative for Component B should include a description of the bidder’s plan for delivering distance learning training by addressing the following deliverables and project components.

1. The Contractor must deliver the awarded courses for distance learning purposes.

Anyone who submits a Letter of Interest (see Attachment J) will receive an electronic sample of each Type 1, Type 2 and Type 3 courses that require distance learning delivery. Successful bidders will need to deliver training content (e.g., text, graphics, audio) in Adobe Captivate and WebEx (or their equivalents with Department approval), and classroom activities will need to be provided for distance learners’ use, as appropriate. The contractor must use the Department’s learner management system, NYLearnsPH.com, to verify authenticity of trainees and demographic information when accessing distance learning training (e.g., trainee’s name, discipline (if any) and residence (i.e., city, county, region) and to determine progress and completion of courses. The above must be included in the proposal. Converted distance learning courses must subscribe to SCORM standards.

It is **required** that the successful bidder deliver Department-approved early intervention courses starting with *Introduction to Service Coordination (ISC) and Information Sessions For Families (ISF-1 and ISF-2)* **within three (3) months of contract award** and deliver/maintain all training courses described in Attachment K for the remainder of the contract period. The successful bidder must specify and adhere to a timeline for the project to include delivering the selected early intervention courses in webinar and online, self-paced learning tutorial/module formats and maintaining the training. Quarterly reports documenting progress will be required. Attachment K delineates the training topics to be provided under Component B.

Additionally, the successful bidder must describe the ability to provide Continuing Education Units upon a participant’s request and their successful completion of an online course. CEUs must be available within four (4) months of the executed contract.

Table B: Early Intervention Training Courses Converted For Delivery Via Distance Learning Format

<ol style="list-style-type: none"> 1. CPG-AU – Clinical Practice Guidelines: Autism/Pervasive Developmental Disorders 2. CPG-CD – Clinical Practice Guidelines: Communication Disorders 3. CPG-DS – Clinical Practice Guidelines: Down Syndrome 4. CPG-HL – Clinical Practice Guidelines: Hearing Loss 5. CPG-MD – Clinical Practice Guidelines: Motor Disorders 6. CPG-VI – Clinical Practice Guidelines: Vision Impairment 7. CD-1 – Cultural Diversity: Linguistic Differences 8. CD-2 – Cultural Diversity: Cultural Approaches and Practices 9. EE-1 – Prerequisite: Early Intervention Evaluation, Assessment, and Eligibility Determination 10. EI-101 – Introduction to the New York State Early Intervention Program and Services 11. ISC – Introduction to Service Coordination 12. ISF-1 – Information Sessions For Families: Service Coordination 13. ISF-2 – Information Sessions For Families: Transition 14. ISF-2A – Information Sessions For Families: Learning Every Day
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15. MP – The Monitoring Process and Beyond: Strategies for Ensuring Quality and Best Practice
16. NE – Natural Environments
17. RP – Role of Physicians and Other Primary Health Care Providers
18. TBD Under Development (One Type 1 training course to be delivered as needed)
19. TBD Under Development (One Type 1 training courses to be delivered as needed)
20. TBD Under Development (One Type 2 training courses to be delivered as needed)
21. TBD Under Development (One Type 2 training courses to be delivered as needed)
22. TBD Under Development (One Type 3 training courses to be delivered as needed)
23. TBD Under Development (One Type 3 training courses to be delivered as needed)

The Department requires the successful bidder to:

- a. Specify a timeline for the project to include 1) delivery of early intervention training courses, and 2) maintaining the distance learning training courses.
- b. Collaborate with Department staff on distance learning delivery, software/courseware, and course maintenance/modification, if needed, before beginning work product.
- c. Use Adobe Captivate and WebEx or other equivalent products with approval of the Department.
- d. Update online training courses and material with new information (e.g., changes in regulation, policy, procedures).
- e. Ensure attendance of the contractor’s project manager at Department-sponsored webinar meetings, videoconferences, or teleconference calls on the guidelines for delivering early intervention distance learning training for the purpose of ensuring consistency in statewide training, up to one (1) time per contract year. There will be no separate payment for travel or travel-related expenses to or from any meeting location.
- f. Develop a Frequently Asked Questions (FAQ) section or other suitable format for the distance learning methodology that will respond to the users’ basic questions about navigating the distance learning technology (e.g., how to access and use an online, self-paced learning tutorial).
- g. Maintain the technical aspects of distance learning technology system to ensure easy and 24-hour access by the trainees.
- h. Ensure that the distance learning application meets applicable standards for electronic and information technology accessibility.
- i. Refine training content under the direction of the Department, as needed, after implementation.
- j. Be available as a resource and provide a mechanism for responding to technical and content-related questions from trainees (e.g., help desk).
- k. Refer programmatic or policy questions to Department staff for response/clarification.

- l. Provide all training participants with an electronic certificate, designed and produced by the Contractor (with approval of the Department), indicating the trainee attended and successfully completed the training session. This certificate will include the participant's name; training course name, number, and location; date and length of session; and electronic signature of the issuer.
- m. Provide Web links, references to appropriate Internet sites and material as appropriate.
- n. Develop an outreach plan that promotes the availability of training courses through distance learning.
- o. Develop a pre/posttest for completion by trainees to verify their comprehension of selected learning outcomes.
- p. Determine that trainees have successfully completed a distance learning course through NYLearnsPH.com learner management system, pre/posttests, end of chapter/session exercises, required tasks and/or assignments.
- q. Provide a messaging mechanism for trainee/trainer interaction specific to the training course (e.g., use the NYLearnsPH.com learner management system).
- r. Use the learner management system that captures the name of the person accessing the course, day started, number of visits, last access time, progress to date, pre/posttest scores. Verification of authenticity of trainees, including zip code and demographic information of those accessing distance learning training, is required and should be captured through NYLearnsPH.
- s. Use updatable SCORM format (SCORM 2004 preferred).
- t. Award Continuing Education Units, if applicable, for distance learning coursework completed through NYLearnsPH.
- u. The successful bidder must provide all updated/revised distance learning courses and compiled e-learning modules (source materials – images, videos, libraries, project templates, project development files, final story boards, scripts, project documentation to the Department or to another contractor upon the Department's request.

2. Payment Methodology

The Department will pay the successful bidder a flat fee for the delivery/maintenance of each awarded training topics through the distance learning training methodology proposed. Proposals must include a specific timeline describing the delivery and maintenance process. The Department requires that delivery of the distance learning courses will begin within three (3) months of the contract award to the successful bidder. Delivery is considered to be complete when training is fully accessible to users in all counties of the State. Separate prices must be specified for each Type (1, 2, and 3) and length of training delivery/maintenance.

Administrative Services: The Department will pay the Contractor an administrative services fee that will be used to cover the cost of administrative activities including provision of training certificates to participants as verification that they satisfactorily

completed the requirements of the coursework, awarding of CEUs, reproduction and printing costs, and postage.

Payment for delivery of distance learning/maintenance will be as follows:

- a. The Contractor will be paid the delivery component of the Total Project Cost upon submission of documentation demonstrating completion of the readiness to offer the training statewide via distance learning to the satisfaction of the Department.
- b. Successful bidders must provide training certificates to trainees successfully completing each distance learning training course and Continuing Education Units upon request to those qualifying. Separate reimbursement for providing training certificates and CEUs will not be provided. These costs will be reimbursed through the administrative services fee.
- c. There will be no advance payment to the contractor.

The bidder must complete the Distance Learning Bid Summary Form (see Attachment H) to enter the price for the delivery of Component B. The bidder must also complete the New York State Department of Health Bid Form (see Attachment M). Please refer to the course descriptions (see Attachment K) for a description of the selected and potential distance learning training topics.

The successful bidder must not charge/collect fees from trainees for the distance learning training.

3. Schedule of Deliverables

It is required that within three (3) months of the contract award, the successful bidder will begin delivery of distance learning training on the awarded courses. The content (e.g., text and graphics) of the awarded courses must be available for use by trainees in an effective Internet online format by the date presented in the bidder's proposal, but not later than the end of the first contract year. Bidders will propose a timeline for delivery of distance learning courses to trainees. Classroom activities will also be adapted for online usage during that time period. Bidders will also develop (as appropriate), within 12 months of contract award, a Frequently Asked Questions (FAQ) section for their distance learning methodology that will respond to the users' basic questions about navigating the online workshop environment.

All distance learning training courses **MUST** be offered within the first 12 months of the contract start date and each year thereafter, based upon training courses that are available from the Department. When existing distance learning training courses are revised, they must be used in place of existing courses on the same topic.

C. What the New York State Early Intervention Program Will Provide

The Department will provide the following products, in hard copy or electronically as appropriate and available, to successful bidders awarded contracts under Component A or Component B of RFP BEIT: 2010 – 2015.

1. Training course handouts and accompanying ancillary training material (described in Section III. A. and B.) for duplication by the successful bidder and dissemination to trainees.

2. Training courses already converted to a distance learning format under a previous contract.
3. NYLearnsPH.com Learner Management System.
4. Early Intervention Program Rules and Regulations, guidance documents, and public awareness material on the Department Web site for reference and/or dissemination to trainees.
5. Quantities of the six (6) Clinical Practice Guidelines (as available) on Autism/Pervasive Development Disorders, Communication Disorders, Hearing Loss, Down syndrome, Vision Impairment, and Motor Disorders (and Compact Discs where applicable) for dissemination to trainees.
6. Camera-ready artwork that includes the Early Intervention Program logo and early intervention steps graphic (for use in outreach activities promoting the training sessions).
7. Contact information for municipal Early Intervention Officials and providers of services, for the purpose of providing training outreach material only.

IV. PROPOSAL REQUIREMENTS

A. Review

The requirements established by this RFP for proposal content and format will be utilized in evaluating proposals. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process. Further, the bidder's signature indicates that the bidder agrees to all the terms, conditions and assurances listed in the RFP.

1. Technical Proposal – Component A and Component B

- a. **Project Narrative – Use no more than 3 pages.** In a clear and concise manner, the bidder should provide a complete description of what activities are to be accomplished and under what circumstances. The bidder must specify how the contract deliverables presented in the proposal will be delivered. The project narrative for Component A must include a description of the bidder's plan for delivery of in-person classroom training, addressing the deliverables and project components outlined in Section III A, including required items a. through y. The project narrative for Component B must include a description of the bidder's plan for delivering statewide training via distance learning, addressing the deliverables and project components outlined in Section III B, including required items a. through s.

For describing "b" through "c" below, use the Work Plan template forms (make additional copies as needed) Attachment C for Component A and Attachment G for Component B. Use no more than 10 pages total for b-c below.

- b. **Project Activities to Meet Deliverables** – Describe the nature and scope of the activities that will accomplish each deliverable. Activities must be responsive to the Department's training delivery needs as stated in this RFP. For example, at a minimum, bidders should use the three-year training metrics outlined under Section II of this RFP as they describe the number of people to be trained, the number of training sessions they propose to provide; how many sessions they could provide if

demand exceeds expectations; how they plan to promote availability of the training sessions; how they will ensure the quality of the training that is delivered; how they will ensure that training will be consistent with the Department's goals and objectives; how they will ensure that learner outcomes are being met; and how they will determine that the training will improve the quality of personnel who are working or who are preparing to work in the early intervention system.

- c. **Person Responsible and Completion Dates** – Provide the name of the person responsible for each work activity. Provide a proposed schedule for completing required activities in accordance with the deliverables outlined in b above.
- d. **Bidder Qualifications and References – Use no more than 4 pages.** The successful bidder(s) and/or its subcontractor(s) for both Component A and Component B **MUST** meet the minimum eligibility requirements described in Section III. Bidders must describe their experience in delivering in-person classroom training sessions (Component A) and experience or capacity to deliver and maintain training through distance learning technology (Component B), and how they will meet the early intervention expertise requirement, including any sub-contractual arrangements (Components A and B). The proposal must include a personnel description with the position/title for the person(s) responsible for each work plan activity. Contractors are required to identify the person(s) responsible for directing the work to be done under the contract as well as other principal project personnel. The bidder will provide the vitae/resumes of project staff as an attachment to their proposal(s). Proposals will be rated based on the personnel qualifications presented. Contractors may make substitutions to key project personnel provided that the substitutes/replacements possess equal or greater qualifications and that the Prime Contractor obtains the Department's prior written approval.

The vendor should provide a list of all direct federal, state or local governmental contracts for early intervention, early childhood or disability-related training or course development activities it currently has or had during the past seven (7) years, as well as any indirect or sub-contractual training contract work it performed where federal, State or local public funding was used. In each case, the governmental agency that provided oversight of the contract or funding should be listed, along with a brief description of the contracted work, the contract number, term of contract or dates of work, contract value, and the name and telephone number of the contract manager.

In addition, for the purposes of reference checks and scoring, the bidder should append to the Technical Proposal a list of three (3) current and three (3) former clients for which the bidder is supplying or has supplied services similar to those required in this RFP. Letter(s) of Support from government agencies that are listed and have had successful contracts with the vendor for delivering training courses or other related activities are encouraged.

- e. **Assurances** – (Not rated) Award recipients will be required to assure the following:
 - An assurance that the organization is able to fulfill all contract deliverables. Signature of the contract indicates that the organization agrees to all the terms, conditions, deliverables, and assurances listed in the RFP.

- An assurance that the organization and its employees, subcontractors, consultants and volunteers will have **no conflict of interest** with respect to conducting the duties and responsibilities outlined in this RFP. The Department reserves the right to make a final determination regarding conflict of interest with respect to the contractor's relationship with other providers or parties and the contractor agrees to abide by this decision.
- An assurance of collaboration with the Department and its designees.
- An assurance that the organization and its employees, subcontractors, consultants and volunteers will implement and maintain policies and procedures to assure the confidentiality of personally identifiable data, information or records pertaining to children and families participating in the Early Intervention Program according to Section 69-4.17 of Early Intervention Program regulations and other applicable State and federal laws and regulations. The information and all identifiers of the trainees cannot be used in any form without permission of the New York State Department of Health (e.g., for evaluating effectiveness of training courses and training delivery).

2. Cost Proposal

Complete the Bid Forms in Attachment D and Attachment M for Component A and the Bid Forms in Attachment H and Attachment M for Component B. All costs should be based on the information included in this RFP. For Component A, bids must include all courses statewide being bid on. The cost proposal should reflect the cost per person to deliver Type 1, 2, and 3 training sessions, and consider all deliverables listed in this RFP.

The price presented in the cost proposal must be inclusive of all activities necessary to implement Component A and Component B training as described in this RFP.

B. Method of Award

At the discretion of the Department of Health, all bids may be rejected. The evaluation of the bids will include the following considerations:

During the evaluation process, the Department may require clarifying information from a bidder for the purpose of assuring the Department's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with formats set forth in this RFP, and, if received by the due date set forth in the Department's request for clarification, will be included as a formal part of the bidder's proposal.

Proposals deemed by the Department to be responsive to the Submission Requirements set forth in the RFP will be evaluated by the Department and may be assisted by other persons as the Department deems appropriate. In order to award a contract, the Department will select the bidder that submits the proposal that offers the best value. The best value basis means awarding the contract for services to the bidder that optimizes quality, cost, and efficiency among all responsive and responsible bidders.

The Department will use a combination of pass/fail and scored evaluation methods to rate bidders' proposals on a best value basis.

The Department will evaluate proposals using the following factors and weights:

	<u>Component A</u>	<u>Component B</u>
Initial Screening	Pass/Fail	Pass/Fail
Technical Proposal	70%	70%
Cost Proposal	30%	30%

The bidder's technical and cost proposals will be separately evaluated and scored as described below.

1. Initial Screening

The evaluation of the Initial Screening and Administrative Requirements will result in either a passing or failing evaluation by the Department. The Department maintains sole discretion to determine whether the bidder's proposal:

- a. Appears complete (addresses all mandatory RFP components: administrative, technical, and cost); and,
- b. Conforms to the format for proposals as prescribed by the RFP.

Proposals passing the initial screen will be evaluated for technical content.

2. Technical Score

A Technical Evaluation Committee will evaluate and score each bidder's Technical Proposal based on each bidder's ability to deliver the services described in this RFP. The information and evaluation from the Cost Proposal will not be available to the Technical Evaluation Committee during their evaluation.

The following formula will be used to determine each bidder's final technical proposal score:

- $(X/Y)*Z$ [(X divided by Y)] times Z) where:
 - X is Total Weighted Raw Score of proposal being scored,
 - Y is Total Weighted Raw Score of highest scoring Technical proposal, and
 - Z is the number of Technical points available.

3. Cost Score

The following formula will be used to determine each bidder's final cost proposal score:

- $(A/B)*C$ [(A divided by B)] times C) where:
 - A is Total Price of lowest price Cost proposal,
 - B is Total Price of Cost proposal being scored, and
 - C is the number of Cost points available.

4. Total Combined Score

To arrive at the Total Combined Score, the Department will combine the bidder's Technical Score and Cost Score. Bidders will be ranked from high to low according to their total combined Technical Proposal and Cost Proposal score. **The bidder with the highest total**

combined Technical Proposal score and Cost proposal score and who is deemed to be a responsible vendor and reflects the best value to the State of New York will be selected. In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- Lowest cost
- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past experience
- References

C. Notification of Award

After evaluation and selection of the contractor, all Offerers will be notified in writing of the acceptance or non-selection of their proposals. Press releases pertaining to this project shall not be made without prior written approval by the Department and then only in conjunction with the Issuing Agency identified in this RFP.

V. ADMINISTRATIVE

A. Issuing Agency

This RFP is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

B. Timeline of Relevant Events and Dates

A. RFP Release Date	4/28/10
B. Written Question Due	5/17/10
C. Letter of Interest Due (optional)	5/17/10
D. Responses to Written Questions	6/04/10
E. Proposal Due Date	6/30/10
F. Contractor Selection	8/13/10
G. Begin Project	10/01/10

C. Inquiries

Any questions concerning this solicitation must be directed to:

Jeff Simon
 NYS Department of Health
 Bureau of Early Intervention
 Empire State Plaza
 Corning Tower Building, Room 287
 Albany, New York 12237-0618

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by June 4, 2010. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

All requests for information pertinent to the preparation and submission of a proposal and to the procurement process shall be made either through e-mail to Jeff Simon (jls09@health.state.ny.us) or through the standard mail to the address listed in Section V.D.a below. Such requests shall be received no later than the Written Question Deadline, which is 5:00 PM on May 17, 2010. **No other DOH employee is to be contacted regarding the BEIT: 2010 – 2015 Provide Statewide Training procurement and/or process.**

All questions concerning this RFP shall reference the pertinent RFP page number, section number, and paragraph. Questions shall be concisely stated and be numbered in sequential order.

Prospective vendors should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised during the Question and Answer period.

D. Letter of Interest

a. Letter of Interest

Using **Attachment J**, bidders may provide a Letter of Interest, to include designating their Official Representative, and mail to the address above or by fax to (518) 486-1090 no later than May 17, 2010. The Department will acknowledge receipt of this letter. It is the responsibility of the bidder to verify that their fax was transmitted successfully. Changes to the Official Representative shall be made by mail only.

E. Submission of Proposals

a. Proposal Format

Separate technical and cost proposals **must** be submitted for Component A and Component B.

Proposals should be prepared providing a concise description of the bidder's ability to meet the requirements of the RFP. **Each proposal (Component A and Component B) must be submitted in two (2) distinct parts that are separately sealed. For each Component, the technical and cost proposals must be in separate, clearly marked envelopes (no cost or pricing information should be submitted in a bidder's technical proposal) and identified as follows:**

For Component A Proposals

BEIT: 2010 – 2015 Technical Proposal Component A: Deliver In-Person Classroom Training – Name of Bidder (to be inserted by bidder).

BEIT: 2010 – 2015 Cost Proposal Component A: Deliver In-Person Classroom Training – Name of Bidder (to be inserted by bidder).

For Component B Proposals

BEIT: 2010 – 2015 Technical Proposal Component B: Deliver Distance Learning Training – Name of Bidder (to be inserted by bidder).

BEIT: 2010 – 2015 Cost Proposal Component B: Deliver Distance Learning Training – Name of Bidder (to be inserted by bidder).

The bidder should organize their proposal as follows and use **Attachments A-D** and **I-M** as appropriate for **Component A** Proposals and **Attachments E-M** as appropriate for **Component B** Proposals. To ensure uniformity of preparation and to facilitate review, DOH requires that proposals adhere to the following criteria:

The Technical Proposal(s) should be typewritten and submitted on fastened (with clamp, not bound or spiral) white paper with pages numbered consecutively from 1 to the end. Proposal and appendices should be on 8.5- by 11-inch paper, using a minimum of 12-point font. The Technical Proposal should be double-spaced and **not exceed 20 single-sided pages** in length.

Proposals should be self-contained; no models, videotapes or Web site postings will be accepted. Illustrations that support the text should be simple and direct, and should be reproducible in black and white; photographs, if appropriate, should be black and white.

These proposal specifications are for the purpose of enabling the evaluators to conduct an adequate and timely review of the Technical Proposal. ***Rating points will be deducted from proposals that deviate from the prescribed format.***

The bidder's technical and cost proposals must not be conditioned and/or contingent. This will result in disqualification of the proposal.

b. Proposal Submission

Interested vendors should submit one (1) original and four (4) signed copies of their Bid Proposal not later than 4:00 PM on June 30, 2010. Proposals will be opened in the Corning Tower Building, Room 287 the following business day.

No proposal will be accepted by fax, electronic mail (e-mail), or telephone. Responses should be clearly marked BEIT: 2010 – 2015 and each must be in two distinct parts (technical and cost proposals) separately sealed and identified. For both categories, see Section 5.E.a of this RFP.

All proposals should be directed to:

New York State Department of Health
Bureau of Early Intervention
Empire State Plaza
Corning Tower Building, Room 287
Albany, New York 12237-0657
Attn: Jeff Simon

It is the bidders' responsibility to see that bids are delivered to Room 287 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not

received in the Department's mail room in time for transmission to room 287 will not be considered.

- The Bid Form must be filled out in its entirety.
- The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
- All evidence and documentation requested under Section IV, Proposal Requirements must be provided at the time the proposal is submitted.
- Proposals must be submitted in writing via hard copy to the office listed. **No e-mail, fax, or telephone offers will be accepted.**

F. The Department of Health Reserves the Right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and

complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

G. Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

H. Payment

If awarded a contract, the contractor shall submit invoices to the State's designated payment office:

NYS Department of Health
Division of Family Health Fiscal Unit
Empire State Plaza
Corning Tower Building, Room 878
Albany, New York 12237-0657

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

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

1. Component A: In-Person Classroom Training

- a. In exchange for the provision of statewide training awarded, and in accordance with the terms and conditions specified in this Request for Proposals, the CONTRACTOR will be entitled to receive payment for services rendered for each training participant trained to the satisfaction of the Department. Such payment will be based upon the amount enumerated in Attachment D, Bid Form – Component A (In-Person Classroom Training), of the Contract. The Contractor shall also receive payment of \$25.00 for the reimbursement of each stipend paid to an eligible parent attending an in-person classroom training session. The contractor will enumerate those expenditures for reimbursement under the Administrative Services Fee component of the RFP.
- b. All invoices submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE on a quarterly basis no later than thirty days after the end date of the period for which payment is being claimed.
- c. In order to be eligible for payment, the following information must accompany each invoice submitted by the CONTRACTOR:
 - A quarterly report, in a format to be provided by the State, summarizing training activities in the preceding quarter
 - Training Session Summary Report, in a format to be provided by the State
 - Original sign-in sheet for each session
 - Session evaluation
 - Submit data regarding training to the Department in a manner and frequency prescribed by the Department. Examples of data elements are the number of training sessions conducted by course name and number, the number of trainees, trainee demographics, training evaluation data, and information on the trainer/trainee ratio.

2. Component B: Deliver Distance Learning Training

- a. In exchange for the delivery and maintenance of training via distance learning for the courses provided, the CONTRACTOR will be entitled to receive payment for services rendered for completion of the delivery phase of the project to the satisfaction of the Department. Such payment will be based upon the amount enumerated in Attachment H, Bid Form – Component B, of the Contract, subject to any conditions outlined in Section III.B.2 of this RFP. An invoice shall be submitted by the CONTRACTOR at the end of the development phase of the project. The contractor will enumerate those expenditures for reimbursement under the Administrative Services Fee component of the RFP.
- b. The Contractor will also be entitled to receive payment for services rendered for delivering/maintaining distance learning training courses to the satisfaction of the Department. Invoices shall be submitted on a quarterly basis not later than thirty days after the end date of the period for which payment is being claimed for the delivery/maintenance phase of the project. Such payment will be based upon the amount enumerated in Attachment H, Bid Form – Component B, of the Contract.

- c. Payment of the delivery/maintenance price component will be determined based upon the price proposed and length of time remaining for this component subsequent to the completion of the delivery phase of the project. The delivery/maintenance price will be divided equally by the number of three-month intervals remaining subsequent to the completion of the delivery phase. Payments of these pro rata amounts will be due to the contractor every three months subsequent to the successful delivery of the training. Successful delivery is considered meeting the deliverables delineated in the Work Plan.
- d. In order to be eligible for payment, the following information must be submitted by the CONTRACTOR:
 - During the delivery phase of the project, progress reports will be submitted on a quarterly basis, in a format to be specified by the State, summarizing progress to date relative to project delivery/maintenance of the training course(s) and development of Frequently Asked Questions.
 - The Contractor must submit documentation demonstrating completion of the delivery phase of the project and readiness to offer the training statewide via distance learning to be eligible for payment. For every month or part thereof a contractor exceeds the proposed delivery completion date indicated in the proposal, the payment of the delivery component of the project may be reduced by 5% of the total project cost, by topic.
 - During the delivery/maintenance phase of the project, quarterly reports will be submitted in a format to be provided by the State, summarizing statistical and qualitative information on training delivery via distance learning, including but not limited to, the number of trainees, proof of attendance, demographic information regarding trainees, trainee evaluations, and other information as requested.

I. Term of Contract

This Agreement shall be effective upon approval of the New York State Office of the State Comptroller. It is the intention of the Department to award a five-year contract. This agreement may be cancelled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and cancelled.

J. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

K. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the

VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment U).

L. State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a “State Consultant Services Form A, Contractor’s Planned Employment From Contract Start Date through End of Contract Term” in order to be eligible for a contract.

Winning bidders must also agree to complete a “State Consultant Services Form B, Contractor’s Annual Employment Report” for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

Both of these forms are included as attachments to this document.

M. Lobbying Statute

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers

- with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
 - h. modifies the governance of the New York State Commission on Public Integrity
 - i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
 - j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
 - k. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law). Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t I and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

N. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, “Accessibility Web-based Information and Applications”, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

O. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization.

Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at:

<http://www.cscic.state.ny.us/security/securitybreach/>

P. New York State Tax Law Section 5-a

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall

take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Q. Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

R. M/WBE Utilization Plan for Subcontracting and Purchasing

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment V-1) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award.

VI. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposals. This Request for Proposals will, itself, be referenced as an appendix of the contract.

APPENDIX A – Standard Clauses for All New York State Contracts

APPENDIX B – Request for Proposal

APPENDIX C – Proposal

The Bidder's proposal (if selected for award), including the Bid Forms and all proposal requirements.

APPENDIX D – General Specifications

APPENDIX E

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

- Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR**
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR**
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance

APPENDIX G – NOTICES

APPENDIX H – Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

APPENDIX X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

VII. ATTACHMENTS

COMPONENT – A: Proposal Packet (Deliver In-Person Classroom Training)

Attachment A	Proposal Checklist for Component A
Attachment B	Cover Sheet
Attachment C	Work Plan Format
Attachment D	Bid Form – Component A

COMPONENT – B: Proposal Packet (Deliver Distance Learning Training)

Attachment E	Proposal Checklist for Component B
Attachment F	Cover Sheet
Attachment G	Work Plan Format
Attachment H	Bid Form – Component B

OTHER

Attachment I	Training Map
Attachment J	Letter of Interest to Bid
Attachment K	Training Course Descriptions by Type
Attachment L	Table C: Approximate Number of Trainees for Most Recent Three Years
Attachment M	Bid Form
Attachment N	No-Bid Form
Attachment O	Appendix A – Standard Clauses For All New York State Contracts
Attachment P	Appendix D – General Specifications
Attachment Q	N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
Attachment R	N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
Attachment S	State Consultant Services Form A, Contractor’s Planned Employment From Contract Start Date through End of Contract Term
Attachment T	State Consultant Services Form B, Contractor’s Annual Employment Report
Attachment U	Vendor Responsibility Attestation
Attachment V	M/WBE Procurement Forms

COMPONENT A

**Use Attachments A Through D When Submitting a
Proposal To:**

Deliver In-Person Classroom Training

ATTACHMENT A

PROPOSAL CHECKLIST

COMPONENT A – DELIVER IN-PERSON CLASSROOM TRAINING

Use this checklist to confirm that all sections are included and in the proper sequence in your proposal for submission to the Early Intervention Program.

- _____ TECHNICAL PROPOSAL TITLE PAGE
- _____ Proposal Cover Sheet – Attachment B (original signature required)
- _____ Project Narrative – Technical Proposal
 - _____ a. Project Narrative
 - _____ b. Activities to Meet Deliverables– Attachment C (Work Plan)
 - _____ c. Person Responsible and Completion Dates (Work Plan)
 - _____ d. Bidder Qualifications and References – Attachment C (Work Plan)
- _____ Vitae/Resumes of Key Personnel
- _____ Letters of Support
- _____ COST PROPOSAL TITLE PAGE
 - _____ a. In-Person Classroom Training – Attachment D

ATTACHMENT B

COVER SHEET

COMPONENT A: PROPOSAL FOR DELIVERING STATEWIDE IN-PERSON TRAINING NEW YORK STATE DEPARTMENT OF HEALTH

ORGANIZATION NAME:	
ORGANIZATION ADDRESS:	
ORGANIZATION PHONE NUMBER:	
ORGANIZATION FAX NUMBER:	
E-MAIL:	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER:	
SIGNATURE OF RESPONSIBLE PERSON:	NAME OF RESPONSIBLE PERSON: (please print)
INCORPORATION: <input type="checkbox"/> Incorporated <input type="checkbox"/> Not Incorporated Identify state in which organization is Incorporated: <hr/> Check Type Of Corporation: <input type="checkbox"/> Business <input type="checkbox"/> Membership <input type="checkbox"/> Religious <input type="checkbox"/> Other (please specify)	NON INCORPORATED: Is organization authorized to do business in NY: <input type="checkbox"/> Yes <input type="checkbox"/> No Check Type Of Organization: <input type="checkbox"/> Not For Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other (please specify) _____ <hr/> NYS Department Of State Charitable Registration Number: <hr/> Or Exemption (please specify): _____ <hr/>

**ATTACHMENT C
WORK PLAN FORMAT
Component A: Deliver In-Person Classroom Training**

Name of Bidder: _____

Page No.: _____

[Copy for extra pages]

Deliverable	Activities to Meet Deliverable	Person(s) Responsible	Completion Date

ATTACHMENT D STATEWIDE TRAINING

BID FORM – COMPONENT A (IN-PERSON CLASSROOM TRAINING)

Organization Name:												
	A	x	B	=	C	+	D	x	E	=	F	G (C + F)
Training Session Type	YEARS 1-3					YEARS 4-5					TOTAL**	
	Price per Trainee		Number of Trainees		Subtotal		Price per Trainee		Number of Trainees		Subtotal	\$
Type 1 (2 to 4 Hours)	\$		2,430 *		\$		\$		2,430*		\$	\$
Type 2 (4 to 6 Hours)	\$		1,000*		\$		\$		1,000*		\$	\$
Type 3 (6 to 8 Hours)	\$		1,000*		\$		\$		1,000*		\$	\$
Parent Stipends												\$5,000.00***
GRAND TOTAL			4,430		\$						\$	\$

* Estimated number of trainees per year

**Total Bid (G) equals Column C + Column F

***For purposes of pricing this contract, \$5,000 will be added to the total value to account for parent stipends at \$25.00 per parent.

I, _____, for and on behalf of the Bidder organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named organization agrees to abide by the terms of the approved proposal and is fully able and willing to carry out deliverables contained herein. The prices presented in this proposal shall remain in effect for 180 days from the last day to submit a proposal.

Signature

Print Name

COMPONENT B

**Use Attachments E Through L When Submitting a
Proposal To:**

Deliver Distance Learning Training

ATTACHMENT E

PROPOSAL CHECKLIST

COMPONENT B – DELIVER DISTANCE LEARNING TRAINING

Use this checklist to confirm that all sections are included and in the proper sequence in your proposal for submission to the Early Intervention Program.

- _____ TECHNICAL PROPOSAL TITLE PAGE
- _____ Proposal Cover Sheet – Attachment F (original signature required)
- _____ Project Narrative – Technical Proposal
 - _____ a. Project Narrative
 - _____ b. Activities to Meet Objectives – Attachment G (Work Plan)
 - _____ c. Person Responsible and Completion Dates – Attachment G (Work Plan)
 - _____ d. Bidder Qualifications and References – Attachment G (Work Plan)
- _____ Vitae/Resumes of Key Personnel
- _____ Letters of Support
- _____ COST PROPOSAL TITLE PAGE
 - _____ a. Deliver Distance Learning Training Bid Form – Attachment H

ATTACHMENT F

COVER SHEET

COMPONENT B: PROPOSAL FOR DISTANCE LEARNING TRAINING NEW YORK STATE DEPARTMENT OF HEALTH

ORGANIZATION NAME:	
ORGANIZATION ADDRESS:	
ORGANIZATION PHONE NUMBER:	
ORGANIZATION FAX NUMBER:	
E-MAIL:	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER:	
SIGNATURE OF RESPONSIBLE PERSON:	NAME OF RESPONSIBLE PERSON: (please print)
INCORPORATION: <input type="checkbox"/> Incorporated <input type="checkbox"/> Not Incorporated Identify state in which organization is Incorporated: <hr/> Check Type Of Corporation: <input type="checkbox"/> Business <input type="checkbox"/> Membership <input type="checkbox"/> Religious <input type="checkbox"/> Other (please specify)	NON INCORPORATED: Is organization authorized to do business in NY: <input type="checkbox"/> Yes <input type="checkbox"/> No Check Type Of Organization: <input type="checkbox"/> Not For Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other (please specify) _____ <hr/> NYS Department Of State Charitable Registration Number: <hr/> Or Exemption (please specify): _____ <hr/>

ATTACHMENT G
WORK PLAN FORMAT
Component B: Deliver Distance Learning Training

Name of Bidder: _____

Page No.: _____ [Copy for extra pages]

Deliverable	Activities to Meet Deliverable	Person(s) Responsible	Completion Date

ATTACHMENT H

BID FORM – COMPONENT B (DELIVER DISTANCE LEARNING TRAINING)

Organization Name:												
	A	x	B	=	C	+	D	x	E	=	F	G C+F
Training Session Type	YEARS 1-5					YEARS 1-5					TOTAL**	
	Number of Courses		Price Per Course		Total		Number of Courses		Maintenance Fee Per Course		Total	
* Type 1 (2 to 4 Hours)	17		\$		\$		17		\$		\$	\$
* Type 2 (more than 4 and up to 6 Hours)	3		\$		\$		3		\$		\$	\$
* Type 3 (more than 6 to and up to 8 Hours)	3		\$		\$		2		\$		\$	\$
GRAND TOTAL					\$						\$	\$

* For comparison purposes – estimated number of hours to conduct an in-person classroom training

**Total Bid (G) equals Column C + Column F

I, _____, for and on behalf of the Bidder organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named organization agrees to abide by the terms of the approved proposal and is fully able and willing to carry out deliverables contained herein. The prices presented in this proposal shall remain in effect for 180 days from the last day to submit a proposal.

Signature

Print Name

ATTACHMENT I

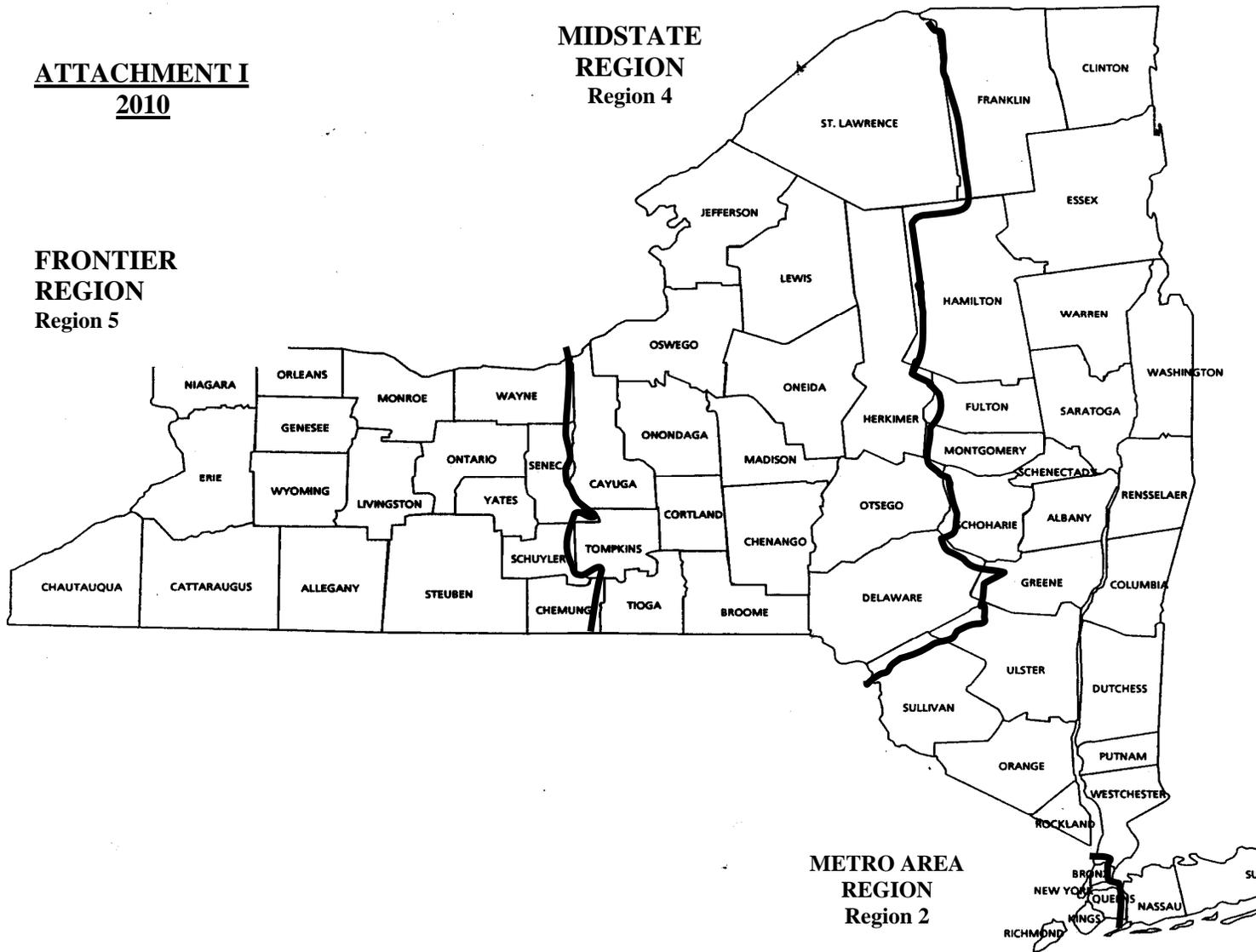
**TRAINING MAP
2010**

ATTACHMENT I
2010

**FRONTIER
REGION**
Region 5

**MIDSTATE
REGION**
Region 4

**EASTERN
REGION**
Region 3



**METRO AREA
REGION**
Region 2

ISLAND REGION
Region 1

ATTACHMENT J

LETTER OF INTEREST TO BID

This Letter of Interest to Bid may be mailed to the address below postmarked by 5/10/2010 or submitted via Fax to (518) 486-1090 by 5/10/2010.

Bureau of Early Intervention
New York State Department of Health
Empire State Plaza, Corning Tower, Room 287
Albany, New York 12237-0618

Dear M :

_____ has received the New York State Department of Health Request for Proposals for Delivery of In-Person Classroom Training and Delivery of Distance Learning Training.

We intend to submit a proposal for (please check appropriate box)

- Delivery of In-Person Classroom Training
- Delivery of Distance Learning Training

to the New York State Department of Health Early Intervention Program, not later than 4:00 PM on 6/28/2010.

Sincerely,

Signature

Date

Title

Name of Official Representative if different from above

Address

Telephone Number/Fax Number

ATTACHMENT K

Training Course Descriptions By Type

COMPONENT A: DELIVER IN-PERSON CLASSROOM TRAINING

TOPIC: ALL TOPICS

COMPONENT B: DELIVER DISTANCE LEARNING TRAINING

TOPICS: 23 TOPICS – DESIGNATED DL

Course	Course Description <i>Applied Behavioral Analysis Training for Paraprofessionals</i>	Target Audience	Length Type 2
<p>1. ABA</p> <p>Applied Behavioral Analysis Training for Paraprofessionals</p> <p>(To be Developed)</p>	<p>Purpose: The purpose of this training course is to provide an overview of the use of Applied Behavior Analysis (ABA) techniques for children with autism/pervasive developmental disorders and practical application of ABA in the context of the New York State Early Intervention Program. Regulatory requirements for the employment of behavioral aides to assist in the provision of ABA services will be discussed.</p> <p>Learning Outcomes: Participants will gain an understanding of the diagnostic criteria and characteristics of Autism/Pervasive Developmental Disorders, principles of applied behavioral analysis and the basic elements of behavioral interventions, and the regulatory requirements for employment of behavioral aides under the NYS Early Intervention Program.</p> <p>The training course will include:</p> <p>Overview of Autism/Pervasive Developmental Disorders</p> <ul style="list-style-type: none"> • Diagnostic criteria • Characteristics <p>Applied Behavioral Analysis</p> <ul style="list-style-type: none"> • Basic principles of behavioral analysis • Application of these principles in behavioral intervention • Ethical issues related to the delivery of applied behavioral interventions • Dynamics of working in a home setting <p>Regulatory Requirements</p> <ul style="list-style-type: none"> • Qualifications for supervisors • Role/responsibilities of supervisors • Provider approval process 	<p>Parents, service providers, physicians and primary care providers, municipal early intervention staff, other interested parties.</p>	<p>More than 4 and up to 6 hours</p>

Course	Course Description <i>Advanced Service Coordination</i>	Target Audience	Length Type 1
<p>2. ASC-1 Advanced Service Coordination: Working with Challenging Families/Utilizing Community Resources</p> <p>3. ASC-1A Advanced Service Coordination: Program Records</p>	<p>ASC-1 Purpose: The purpose of this training is to examine complex early intervention-related issues (not generally covered in the Introductory Service Coordination training) confronting service coordinators. New information and strategies for effectively addressing complex and multiple issues that affect families and their services will be provided to service coordinators.</p> <p>Learning Outcomes: Fundamental service coordination procedures for identifying a child’s private or public insurance coverage and for providing information to families about required insurance information and applicable parent protections will be reviewed. Service coordinators will readily apply new knowledge and strategies for effectively addressing complex and multiple issues affecting families and their services. Advanced Service Coordination training consists of four training topics. Prerequisite: Introduction to Service Coordination training (ISC).</p> <p>ASC-1 Working with Challenging Families/Utilizing Community Resources will include:</p> <ul style="list-style-type: none"> • Systems Perspectives of Service Delivery • Characteristics of Families in Challenging Situations • Strategies for Supporting and Assisting Families • Developing a Community Map • Developing Matching Resources to IFSP Outcomes • Strategies to Assist Families to Utilize Community Resources <p>ASC-1A Purpose: The purpose of this training is to provide guidance regarding EI record documentation and retention by summarizing requirements related to EIP records under applicable state and federal laws and regulations.</p> <p>Learning Outcomes: Identify and reference the various laws and regulations that govern the documentation, retention and retrieval of Early Intervention records. Apply an understanding of the general requirements for Early Intervention record documentation, retention and retrieval to services provided in the EIP.</p> <p>ASC-1A Program Records will include:</p> <ul style="list-style-type: none"> • Legal Requirements 	<p>Service Coordinators</p>	<p>Topics are each 2 to 4 hours</p>

<p>4. ASC-2 Advanced Service Coordination: Effective Communication /Understanding Service Coordination</p>	<ul style="list-style-type: none"> • Responsible Parties • Content of Records • Use of Electronic Records and Signatures <p>ASC-2 Purpose: Provide guidance regarding effective communication to support family outcomes. Develop skills to promote partnerships with families.</p> <p>Learning Outcomes: Enhance skills to engage in effective communication to support family outcomes. Understand various factors that have an impact on families' behaviors and decision-making abilities when faced with multiple issues. Identify the dynamics between their role and the roles of other service providers to families. Be able to identify challenging or stressful circumstances and recognize the role that stress plays in the lives of families and early intervention professionals.</p> <p>ASC-2 Advanced Service Coordination: Communicating Effectively will include:</p> <ul style="list-style-type: none"> • Communication Skills • Understanding the Roles of Service Coordinators • Strategies for Effective Communication • Case Studies • Putting it into Practice • Stress Release 		
<p>5. ASC-2A Advanced Service Coordination: Transition</p>	<p>ASC-2A Purpose: Provide guidance regarding transition of children from the EIP to Preschool Special Education. Ensure that the transition process is implemented in a consistent manner across the state. Assure that parents and professionals understand the process for a child and family transitioning from EI to the preschool special education system or to other Early Childhood services available.</p> <p>Learning Outcomes: Describe and explain the components of the transition process for both children who are and who are not eligible for preschool special education programs and services. Apply the information about the transition process to real-life settings. Describe and explain the procedural safeguards afforded to parents in the transition process.</p> <p>ASC-2A Transition will include:</p> <ul style="list-style-type: none"> • Transition Procedures • Case Studies • Procedural Safeguards 		

Course	Course Description <i>Cultural Diversity</i>	Target Audience	Length Type 1
<p>6. CD-1 Cultural Diversity: Linguistic Differences</p> <p>7. CD-2 Cultural Diversity: Cultural Approaches and Practices</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: The purpose of this course is to provide early intervention service providers and other EI stakeholders with an understanding of cultural and linguistic differences and similarities among the diverse populations that need early intervention services.</p> <p>Learning Outcomes: Participants of these two training topics will learn about cultural customs/practices and how to effectively and sensitively interact with diverse families when communicating and coordinating early intervention services.</p> <p>CD-1 Cultural Diversity: Linguistic Differences will include but not be limited to:</p> <ul style="list-style-type: none"> • The language and cultural issues related to IFSP objectives • The interrelationship between culture and communication • The role of translator/interpreter in developing the IFSP • Strategies for working with families from various cultural and/or linguistic groups <p>CD-2 Cultural Diversity: Cultural Approaches and Practices will include but not be limited to:</p> <ul style="list-style-type: none"> • What cultural competence is • The rationale for studying diversity • Diverse lifestyles and different coping strategies which must be respected • How a system/organization or program can strive towards cultural competence in relating to families during the evaluation process 	<p>Service Providers, Approved Evaluators, Undergraduate and Graduate Students</p>	<p>Topics are each 2 to 4 hours</p>

Course	Course Description <i>Use of Clinical Practice Guidelines</i>	Target Audience	Length Type 1
<p>8. CPG-AU* 9. CPG-CD* 10. CPG-DS* 11. CPG-HL* 12. CPG-MD* 13. CPG-VI*</p> <p>Use of Clinical Practice Guidelines</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: The purpose of this training course, based on six previously developed PowerPoint presentations, is to provide an overview of the clinical practice guideline development process and to provide evidence-based information on best practices for assessment and intervention for each of six different disorders.</p> <p>Learning Outcomes: Participants will gain an understanding of the guideline development process and the importance of critical review of available research related to assessment and intervention for young children with disabilities. The focus of these training sessions will be on learning about a particular condition (see specific topic area* below) and the recommended techniques for identification, assessment and intervention for young children. Use of an evidence-based approach is intended to help families, service providers, and public officials make informed choices about effective assessment and intervention services for young children with disabilities.</p> <p>*Specific topic areas include: CPG-AU Autism /Pervasive Developmental Disorders CPG-CD Communication Disorders CPG-DS Down Syndrome CPG-HL Hearing Loss CPG-MD Motor Disorders CPG-VI Vision Impairment</p> <p>The overall training course will include:</p> <ul style="list-style-type: none"> • An introduction to the guidelines and the guideline development process (general) • Information on the nature of the disability (for each of the six conditions listed above) • Identification and assessment of young children (for each of the six conditions) • Intervention methods for young children (for each of the six conditions) • Relationship of the clinical practice guideline(s) to Early Intervention Program policy (general) 	<p>Parents, service providers, physicians and primary care providers, municipal early intervention staff, other interested parties.</p>	<p>6 Topics* Each Topic is 2 to 4 hours</p>

Course	Course Description <i>Early Intervention Evaluation, Assessment, and Eligibility Determination</i>	Target Audience	Length Type 3
<p>14. EE-1 Prerequisite: Early Intervention Evaluation, Assessment, and Eligibility Determination</p> <p>(Formatted for Distance Learning)</p> <p>15. EE-2 Advanced: Early Intervention Evaluation, Assessment, and Eligibility Determination</p>	<p>Purpose: The purpose of this training is to provide participants with comprehensive information about the evaluation and ongoing assessment processes in the Early Intervention Program, including the criteria for initial and ongoing eligibility determination.</p> <p>Learning Outcomes: Participants will gain an understanding of the Early Intervention Program evaluation process, including: regulatory requirements pertaining to evaluation, required components of an evaluation, eligibility determination, and terminology related to evaluation. The roles and responsibilities of evaluators, parents, service coordinators and Early Intervention Officials, related to the evaluation process will be discussed. In addition, optional family assessment and ongoing assessment will be defined and discussed. Report writing skills, including provision of meaningful information to families and other team members, will be addressed.</p> <p>The training course will include:</p> <ul style="list-style-type: none"> • Overview of the Evaluation Process • Regulatory Requirements • Roles and Responsibilities • Instruments and Approaches • Evaluation Strategies • Eligibility Determination • Ongoing Assessment • Best Practice Guidelines for Reports 	<p>Service Providers, Approved Evaluators</p>	<p>Prerequisite: 2 to 4 hours</p> <p>Advanced: More than 6 and up to 8 hours</p>

Course	Course Description <i>Introduction to the New York State Early Intervention Program and Services</i>	Target Audience	Length Type 1
<p>16. EI-101 Introduction to the New York State Early Intervention Program and Services</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: The purpose of this course is to introduce participants to the New York State Early Intervention Program and services.</p> <p>Learning Outcomes: The training assures that course participants will gain an understanding of the Early Intervention Program including historical background, legislation, program mission, goals, and key provisions with an emphasis on practical information.</p> <p>The course will include:</p> <ul style="list-style-type: none"> • Mission/goals • History/legislation • Organizational chart/structure • Terminology (handout/reference material) • Early Intervention Steps: <ol style="list-style-type: none"> 1. Referral 2. Initial and Ongoing Service Coordination 3. Evaluation 4. Developing an Individualized Family Service Plan 5. Implementing an Individualized Family Service Plan <ol style="list-style-type: none"> a. Services and Periodic review 6. Transition • Frequently Asked Questions • Due Process Rights & Procedural Safeguards • Related resources 	<p>All Early Intervention Stakeholders</p>	<p>2 to 4 hours</p>

Course	Course Description <i>Individualized Family Service Plan Development</i>	Target Audience	Length Type 3
17. IFSP Individualized Family Service Plan Development	<p>Purpose: The purpose of this course is to provide participants with an opportunity to explore and practice a family-centered, community-based approach to developing the IFSP and develop a written plan for providing early intervention services to an eligible child.</p> <p>Learning Outcomes: The IFSP training course will increase participants' knowledge in seven (7) goal areas:</p> <ul style="list-style-type: none"> • What an IFSP is • The family-centered IFSP process (child's strengths & needs – priorities & resources of families) • Laws and regulations guiding the process (IFSP in 45 days) • Basic requirements of the IFSP • Major steps of the IFSP process • Function of the IFSP document (ensure services are well-coordinated and foster collaborative problem solving) • Skills and strategies for effectively writing IFSP plans and outcome statements <p>The training course will include:</p> <ul style="list-style-type: none"> • Essential information and resources designed to enable trainers to impart three IFSP competencies to workshop participants. • Participants will understand and identify key principles underlying the IFSP process. • Participants will identify and describe strategies for collaborative problem solving as part of IFSP development. • Participants will understand and develop IFSP outcomes, strategies, activities, and services that are collaborative and family-centered. 	Parents, service providers, physicians and primary care providers, municipal early intervention staff, other interested parties.	More than 6 and up to 8 hours

Course	Course Description <i>Introduction to Service Coordination</i>	Target Audience	Length Type 3
<p>18. ISC Introduction to Service Coordination</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: This training course is based on regulatory requirement and is to be used as the official training to approve all Service Coordinators in New York State as referenced in Sec. 69-4.4(b) of the Early Intervention Program Regulations.</p> <p>Learning Outcomes: The Service Coordination training provides participants with information that enables eligible children and their families to receive the rights, procedural safeguards, and services that are authorized under the New York State Early Intervention Program. Service coordination helps families identify and prioritize concerns, assists parents in developing plans and strategies to meet the needs of their children and family units, and strengthens families' competencies and sense of control over life events.</p> <p>The course will include:</p> <ul style="list-style-type: none"> • Service coordination procedures for identifying a child's private or public insurance coverage and for providing information to families about required insurance information and applicable parent protections • Required coordination of evaluation and assessment services • Facilitation of and participation in the development, review, and evaluation of the Individual Family Service Plan (IFSP) • Assistance to families in the identification of service providers • Informing families of advocacy services and procedural safeguards • Coordinating early intervention services among medical and health care providers • Sensitivity to cultural diversity and respect for each family's individual differences, • Problem-solving skills 	<p>Service Coordinators</p>	<p>More than 6 and up to 8 hours</p>

Course	Course Description <i>Information Sessions for Families</i>	Target Audience	Length Type 1
<p>19. ISF-1 Information Sessions for Families: Service Coordination</p> <p>20. ISF-2 Information Sessions For Families: Transition</p> <p>21. ISF-2A Information Sessions for Families: Learning Everyday</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: The purpose of this training is to assure that course participants will gain an understanding of the Early Intervention Program including historical background, legislation, program mission, goals and key provisions.</p> <p>Learning Outcomes: The <i>Information Sessions For Families</i> course aims to enhance the participant’s awareness of, collaboration, partnership and communication with the Early Intervention Program; help participants understand the philosophy of family centered practice; assist participants to develop a greater understanding of the partnership between parents and Early Intervention service personnel and to help participants recognize the importance of systematic planning for their children’s future needs.</p> <p>Purpose: The purpose of this training is to provide a best practices approach that includes information regarding the legal basis for providing early intervention services for infants and toddlers in “natural learning environments.”</p> <p>Learning outcomes: Describe the legal basis for providing early intervention services for infants and toddlers in “natural learning environments.” Access useful and practical information on how to help children learn within their natural daily routines and play activities. Develop and implement an IFSP that reflects outcomes that are functional for the family and child. Identify specific strategies used to communicate effectively with service providers to ensure effective collaboration.</p> <p>The training course focuses on two major topics and includes a review of relevant early intervention laws and regulations in each:</p> <p>ISF-1 Information Sessions for Families: Service Coordination includes:</p> <ul style="list-style-type: none"> • Initial and Ongoing Service Coordination: information and skill-building activities designed to assist participants to work in partnership with their initial and/or ongoing service coordinator. • The Individualized Family Service Plan: information on the process of developing an IFSP • Selected information relevant to the steps in the NYS Early Intervention Program process including referral, initial and ongoing service coordination, screening/evaluation/family assessment, Individualized Family Service Plan, service delivery models, and transition. 	<p>Parents/Families, Service Coordinators</p>	<p>Topics are each 2 to 4 hours</p>

	<p>ISF-2 and 2A Information Sessions for Families: Transition/Learning Everyday includes:</p> <ul style="list-style-type: none">• Transition: information on the transition from the Early Intervention Program to services at age three.• Procedural Safeguards afforded by the Early Intervention Program.• Selected information relevant to the steps in the NYS Early Intervention Program process including referral, initial and ongoing service coordination, screening/evaluation/family assessment, Individualized Family Service Plan, service delivery models, and transition.		
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Course	Course Description	Target Audience	Length Type 2
<p>22. MP The Monitoring Process and Beyond: Strategies for Ensuring Quality and Best Practice</p> <p>(Formatted for Distance Learning)</p>	<p><i>The Monitoring Process and Beyond: Strategies for Ensuring Quality and Best Practice</i></p> <p>Purpose: The purpose of this training course is to provide an overview of the monitoring process and to familiarize participants with expectations in the development of corrective action plans.</p> <p>Learning Outcomes: Participants will gain an in-depth understanding of DOH regulations and guidance documents, to instruct in development of policies and procedures that comply with DOH standards and regulation. Learn how to respond to an immediate remediation letter. Identify the necessary components required in a corrective action plan (CAP). Develop a plan for continuous quality assurance and improvement.</p> <p>The training course includes how to:</p> <ul style="list-style-type: none"> • find resources such as regulations and guidance documents • develop policies and procedures • identify the steps and procedures in the monitoring process • use self assessment tools • understand the structure of a monitoring report • respond to an immediate remediation • identify the components needed in a corrective action plan • develop a plan for continuous quality assurance and improvement 	<p>Individual providers, agency providers, independent contractors of agencies, approved evaluators, municipal staff, parents, or other interested parties</p>	<p>More than 4 and up to 6 hours</p>

Course	Course Description <i>Natural Environments</i>	Target Audience	Length Type 3
<p>23. NE Natural Environments</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: The purpose of this training course is to provide participants with the opportunity to explore elements of the “natural environments” approach to providing early intervention services. Specific strategies for integrating therapy into children’s routines will be discussed. An overview of the legal requirements of IDEA Part C regulations at 34 CFR Part 303 will be reviewed.</p> <p>Learning Outcomes: Participants will gain an understanding of the legal requirements and rationale for delivery of early intervention services in natural environments. Key concepts related to the provision of quality early intervention services in natural learning environments will be discussed. Best practices to assist families in identifying routines and activities that are teaching and learning opportunities will be covered. Participants will apply the information to group activities and sample case studies.</p> <p>The training course includes:</p> <ul style="list-style-type: none"> • Overview • Legal Requirements/Key Concepts • Best Practice Approaches • Natural Learning Environments: Enhancing Learning Opportunities • Video • Group Activity • Interventions in Natural Environments <ul style="list-style-type: none"> a. <i>Where’s the Therapy?</i> • Action Plans 	<p>Physicians, Nurses, Providers, Approved Evaluators</p>	<p>More than 6 and up to 8 hours</p>

Course	Course Description <i>Role of Physicians and Other Primary Health Care Providers</i>	Target Audience	Length Type 1
<p>24. RP Role of Physicians and Other Primary Health Care Providers</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: The purpose of this training is to provide physicians and primary health care providers with succinct information about the Early Intervention Program and its services as they relate to developmental milestones and surveillance, multidisciplinary evaluation and eligibility, referral, and the IFSP.</p> <p>Learning Outcomes: Participants will gain an understanding of the physician/primary health care provider's role in child-find and early intervention referral procedures. They will be able to identify the important strategies for identifying infants and toddlers in need of early intervention services, including developmental surveillance, formal screening, and evaluation. In addition, participants will learn about their role in the early intervention system, including processes for maintaining ongoing involvement as a member of the child/family's early intervention team.</p> <p>The physician/primary health care provider's role within the Early Intervention Program requires involvement in child-find activities, developmental assessment, and collaboration with the IFSP team.</p>	<p>Physicians, Nurses, Providers, Approved Evaluators</p>	<p>2 to 4 hours</p>

Course	Course Description <i>To Be Determined</i> “Under Development”	Target Audience	Length Type 1, 2 & 3
<p>25. TBD Type 1 26. TBD Type 1 27. TBD Type 2 28. TBD Type 2 29. TBD Type 3 30. TBD Type 3</p> <p>(To be Developed)</p> <p>(Formatted for Distance Learning)</p>	<p>Purpose: The purpose of the To Be Determined “Under Development” course category is to provide flexibility in developing new training courses to address emerging early intervention issues and consensus, expand current training topics to provide advanced levels of training, and respond to the needs of the target audience(s).</p> <p>Learning Outcomes: The learning outcomes are not yet known but will be based on the topic selected for development and on the needs of the target learners.</p> <p>The successful bidder will work with the Department and its designee(s) as appropriate to develop training courses that are needed by the Department and its Early Intervention stakeholders.</p>	<p>Service coordinators, service providers, approved evaluators, municipal staff, parents, or other interested parties</p>	<p>6 Courses Type 1 = 2-4 hours Type 2 = more than 4- and up to 6 hours Type 3 = more than 6- and up to 8 hours</p>

ATTACHMENT L
TABLE C – FOR REFERENCE PURPOSES
APPROXIMATE NUMBER OF TRAINEES FOR MOST RECENT THREE YEARS

Training Course 10/01/05-09/30/08		Number of Trainees Per Region					Total Trainees
		1	2	3	4	5	
1. ASC-1	Advanced Service Coordination: Working with Families/Utilizing Community Resources	125	651	207	28	96	1107
2. ASC-1A	Advanced Service Coordination: Program Records	92	0	323	62	76	553
3. ASC-2	Advanced Service Coordination: Effective Communication / Understanding Service Coordination	0	518	0	0	0	518
4. ASC-2A	Advanced Service Coordination: Transition	0	0	35	0	0	35
5. CD-1	Cultural Diversity: Linguistic Differences	36	750	49	85	0	920
6. CD-2	Cultural Diversity: Cultural Approaches and Practices	0	41	0	0	0	41
7. CPG-AU	Clinical Practice Guideline: Autism/Pervasive Developmental Disorders	64	479	210	48	32	833
8. CPG-CD	Clinical Practice Guideline: Communication Disorders	0	286	107	0	36	429
9. CPG-DS	Clinical Practice Guideline: Down Syndrome	214	299	355	185	264	1317
10. CPG-HL	Clinical Practice Guideline: Hearing Loss	151	155	331	132	74	843
11. CPG-MD	Clinical Practice Guideline: Motor Disorders	209	262	383	139	153	1146
13. CPG-VI	Clinical Practice Guideline: Vision Impairment	0	54	72	51	42	219
14. EE-1	Prerequisite: Early Intervention Evaluation, Assessment, and Eligibility Determination	235	345	776	288	206	1850
15. EI-101	Introduction to the New York State Early Intervention Program	0	0	37	0	0	37
16. IFSP	Individualized Family Service Plan Development	10	243	126	27	114	520
17. ISC	Introduction to Service Coordination	134	673	315	139	167	1428
18. ISF-1	Information Sessions for Families: Service Coordination	0	215	120	0	0	335
19. ISF-2	Information Sessions for Families: Transition	28	87	170	153	129	567
20. ISF-2A	Information Sessions for Families: Learning Everyday	0	0	0	0	22	22
21. NE	Natural Environments	78	0	128	69	236	511
22. RP	Role of Physicians and Other Primary Health Care Providers	0	0	48	0	0	48
Totals		1376	5058	3792	1406	1647	13279

NOTE: Refer to Training Map at **Attachment I**

Attachment M

NEW YORK STATE DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT

TITLE: _____ **FAU#** _____

Bidder Name:

Bidder Address:

Bidder Fed ID No:

A. _____ bids a total price of \$ _____
(Name of Offerer/Bidder)

B. Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

D. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
<input type="checkbox"/>	<input type="checkbox"/>	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.
<input type="checkbox"/>	<input type="checkbox"/>	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

_____	_____
(Officer Signature)	(Date)
_____	_____
(Officer Title)	(Telephone)

(e-mail Address)	

Attachment N

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT

TITLE: _____ **FAU #** _____

Bidders choosing not to bid are requested to complete the portion of the form below:

We do not provide the requested services. Please remove our firm from your mailing list

We are unable to bid at this time because:

Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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 set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, 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 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.

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Attachment P

APPENDIX D GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, 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 their knowledge and belief:

- a. The prices of 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;
- b. 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 person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
 - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.
- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

- O. No Subcontracting
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. Superintendence by Contractor
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. Sufficiency of Personnel and Equipment
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. Experience Requirements
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. Contract Amendments
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor
2. If, in the judgement of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and

benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

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

those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
 - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

- 1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

- 1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.



Contractor Certification

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

ST-220-TD

(5/07)

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

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

General information

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

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

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

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

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

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

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

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

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

Need help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)



Contractor Certification to Covered Agency

ST-220-CA

(6/06)

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

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,
Town of _____,
County of _____,
State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
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From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Attachment S

State Consultant Services FORM A
--

OSC Use Only Reporting Code: Category Code: Date Contract Approved:
--

Contractor's Planned Employment
 From Contract Start Date through End of Contract Term

New York State Department of Health Contractor Name:	Agency Code 12000 Contract Number:
Contract Start Date: / /	Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
 (use additional pages if necessary)

Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment T

State Consultant Services FORM B
--

OSC Use Only Reporting Code: Category Code:

Contractor's Annual Employment Report
 Report Period: April 1, ____ to March 31, ____

New York State Department of Health	Agency Code 12000
Contract Number:	
Contract Start Date: / /	Contract End Date: / /
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Chose one that best fits):

Analysis	Evaluation	Research
Training	Data Processing	Computer Programming
Other IT Consulting	Engineering	Architect Services
Surveying	Environmental Services	Health Services
Mental Health Services	Accounting	Auditing
Paralegal	Legal	Other Consulting

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:
 Title:

Phone #:

Preparer's signature:
 Date Prepared: / /

Page of
 (use additional pages if necessary)

Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Attachment U
Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section V, Administrative, Q. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment V
New York State Department of Health
M/WBE Procurement Forms

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Form
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. Subcontracting Utilization Form
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	RFP Number

Description of Plan to Meet M/WBE Goals

--

PROJECTED M/WBE USAGE

	%	Amount
1. Total Dollar Value of Proposal Bid	100	\$
2. MBE Goal Applied to the Contract		\$
3. WBE Goal Applied to the Contract		\$
4. M/WBE Combined Totals		\$

New York State Department of Health

**MINORITY OWNED BUSINESS ENTERPRISE (MBE)
INFORMATION**

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

New York State Department of Health

**WOMEN OWNED BUSINESS ENTERPRISE (WBE)
INFORMATION**

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

**New York State Department of Health
SUBCONTRACTING UTILIZATION FORM**

Agency Contract: _____ Telephone: _____

Contract Number: _____ Dollar Value: _____

Date Bid: _____ Date Let: _____ Completion Date: _____

Contract Awardee/Recipient: _____

Name

Address

Telephone

Description of Contract/Project Location: _____

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated: _____ % MBE _____ % WBE

Participation Goals Achieved: _____ % MBE _____ % WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified

Contractor's Agreement: My firm proposes to use the MBEs listed on this form

Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
Grant Recipient Affirmative Action Officer Signature (If applicable):			

FOR OFFICE USE ONLY

Reviewed By:	Date:
M/WBE Firms Certified: _____	Not Certified: _____
CBO: _____	MCBO: _____

New York State Department of Health

MWBE ONLY

**MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE**

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal/ Contract Number: _____

Contract Scope of Work: _____

The undersigned intends to perform services or provide material, supplies or equipment as: _____

Name of MWBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

WBE - Supplier

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

MBE

WBE

Are you New York State Certified MWBE? _____ Yes _____ No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied): _____

at the following price: \$ _____

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

Date

Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF INTENT TO PARTICIPATE

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

New York State Department of Health
M/WBE STAFFING PLAN

Check applicable categories: **Project Staff** **Consultants**
 Subcontractors

Contractor Name _____

Address _____

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
STAFF							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

(Name and Title)

Date