

# NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposals for

Division of Family Health  
Bureau of Early Intervention

RFP No. 1112160327

Family Initiative Coordination Services Project

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## Schedule of Key Events

RFP Release Date	October 12, 2012
Written Questions Due	4:00 ET, October 26, 2012
Letter of Intent to Bid Due (Optional)	4:00 ET, November 2, 2012
Response to Written Questions Posted	On or about November 16, 2012
Proposals Due	4:00 ET, December 7, 2012

## **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:

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### **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:

#### **Submission of Proposals or Bids, via Surface Mail Only:**

#### **Submission of Questions, via Surface Mail or E-mail:**

#### **Debriefings:**

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#### **Minority and Women Owned Business Liaison:**

#### **Negotiation of Contract Terms after Award:**

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

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## **I. INTRODUCTION**

### **A. The Early Intervention Program**

The Program for Infants and Toddlers with Disabilities was reauthorized under Part C of the federal Individuals with Disabilities Education Act (IDEA), effective July 1, 2005. A statewide Early Intervention Program (EIP) was established at the New York State Department of Health (Department) under Public Health Law (PHL - Title II-A, Article 25) in 1992 and has been fully operational since July 1, 1993.

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

### **B. Purpose of this RFP**

The Department is issuing this RFP to identify a contractor to support the Department's activities through the Family Initiative Coordination Services Project (FICSP). The FICSP facilitates, supports and develops parent involvement in all levels of the EIP. The FICSP develops and implements training activities that provide parents with the opportunity to enhance their leadership skills, network with each other, and learn how to become better advocates for the care of their special needs child on the local, state, and national levels. The FICSP facilitates and supports parent attendance at national conferences on early childhood development, and facilitates parent involvement on the New York State Early Intervention Coordinating Council (EICC). The EICC is a 27-member council appointed by the Governor and Legislature to advise and assist the Department in the administration of the EIP. There are six parent members on this Council.

In order to accomplish its goals, the Department has recognized the need for an organization or corporation with substantial experience in working with families of children with disabilities to assist in the development and coordination of various family initiatives across New York State.

## **II. BACKGROUND**

The successful bidder will collaborate with the Department in planning and implementing initiatives aimed at supporting families of children participating in the EIP under the FICSP. The main components of the FICSP are:

- coordinating and conducting Partners Training sessions for parents;
- working in leadership roles in program and policy activities from the family's perspective;
- assisting with activities related to the EICC and its task forces and subcommittees;
- assisting in the development of materials for parents that complement Department-issued guidance documents on various aspects of the EIP; and
- developing and maintaining the Family Initiative Website ([www.eifamilies.com](http://www.eifamilies.com)).

## A. Description of Partners Training

Partners Training provides leadership and advocacy training for parents through the FICSP contract. There are two Partners Trainings offered each year; one in the spring and one in the fall. Both the spring and fall trainings are divided into three “sessions,” which take place one weekend per month for three consecutive months. The spring training consists of one session in March, one in April and one in May. The fall training consists of one session in September, one in October and one in November. Historically, a group of approximately 50 participants attend the spring training, and a different group of 50 participants attend the fall training. Once a participant is registered to attend either the spring or fall training, they are expected to attend all three sessions associated with the training. Below is a description of a pre-training activity and the three training sessions:

1. Prior to Session I, parents are asked to view a pre-recorded web-based, non-interactive webinar from a personal computer at a location and time of their choice. This webinar presentation provides parents who are scheduled to attend Partners Training Session I with a basic overview of the EIP (see Attachment C).

*Note: The successful bidder will be required to maintain and update, as instructed by the Department, the pre-recorded, non-interactive webinar that is viewed by trainees prior to the live webinar presented in Session I of Partners Training. This pre-recorded, non-interactive webinar entitled, “Overview of the EIP,” is not considered a “session” of Partners Training; rather, participants are expected to view this webinar to gain information about the Early Intervention Program and help them successfully participate in all subsequent sessions of Partners Training.*

2. Session I (weekend 1, first month) is conducted by the contractor. This 2.5 hour live, interactive webinar is typically held on a Saturday.
3. Sessions II and III (weekends 2 and 3, second and third months) are each two-day, face-to-face trainings with an optional overnight stay that will be held twice in each year of the contract – once in the spring and once in the fall. Under previous contracts, training sessions have been conducted in the Capital Region (Saratoga), the Central Region (Syracuse), the Western Region (Batavia), the Metro Region (New York City) and the Long Island Region. It is anticipated that trainings conducted under this five-year contract will occur in the same regions; however, the Department reserves the right to add or change training locations.

Each Fall training is typically held in the New York City region, with the spring training conducted in all other regions on a rotating basis (see Sample Five-Year Training Schedule chart below). Because costs are considerably higher in New York City and surrounding boroughs and state per diem rates are generally not available at choice locations, the Department considers New Rochelle to be a convenient location for parents living in the New York City area. Bidders must ensure that the first training session will be delivered within three months of the contract execution date with the Department. (Attachment A, “Regional Training Map,” is a helpful tool that depicts the counties included in each training region.)

**Sample Five-Year Training Schedule:**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Spring	Long Island Region	Capital Region	Central Region	Western Region	Long Island Region
Fall	New York City or New Rochelle				

**Sample Partners Training for Spring:**

Session I – March Approx. 50 participants	Saturday, March 12, 2011 9:30 a.m. to 12:00 p.m.	Interactive Webinar: “ <i>Individualized Family Service Plan (IFSP) Outcomes Development</i> ”
Session II – April Approx. 50 participants	Friday, April 15, 2011 4:00 p.m. to 9:00 p.m.  Saturday, April 16, 2011 9:00 a.m. to 3:00 p.m.	Leadership and advocacy skills for parents. Includes: <ul style="list-style-type: none"> <li>▪ Dinner on Friday</li> <li>▪ Friday overnight stay (optional)</li> <li>▪ Breakfast and lunch on Saturday</li> </ul>
Session III – May Approx. 50 participants	Friday, May 20, 2011 4:00 p.m. to 9:00 p.m.  Saturday, May 21, 2011 9:00 a.m. to 3:00 p.m.	Leadership and advocacy skills for parents. Includes: <ul style="list-style-type: none"> <li>▪ Dinner on Friday</li> <li>▪ Friday overnight stay (optional)</li> <li>▪ Breakfast and lunch on Saturday</li> </ul>

### III. DETAILED SPECIFICATIONS

The Department seeks to award one contract through this RFP to an eligible, qualified organization. Eligible bidders are defined as for-profit and not-for-profit corporations, partnerships, limited liability corporations, sole proprietorships, or institutions of higher education that are legally authorized to perform the contracted services. Bidders must have the infrastructure and capacity to work statewide, though bidders may subcontract components of the scope of work (Work Plan) if the bidder does not possess the capability to accomplish the entire scope of work in-house and when a subcontract clearly enhances the delivery of services. Bidders should make clear in their proposal which components of the scope of work will be performed under a subcontract. Bidders may not subcontract out all of the work; it is expected that the bidder retains a majority of the work (in dollar value) within the bidder organization. If known subcontractors are to be proposed, a letter of commitment from each containing their full name and address must be included with the Technical Proposal. Bidders must disclose any financial interest they have in the proposed subcontractors. Subcontractors proposed after the contract is awarded must be approved by the Department. Submission of a proposal indicates acceptance of all conditions contained in this RFP.

Once the contract is awarded, the contractor may only make substitutions to key project personnel provided the substitutes/replacements possess equal or greater qualifications and the contractor obtains the Department's prior written approval.

If a bidder's proposal includes the products or services of subcontractors, the bidder shall be required to assume responsibility for those products and/or services as the 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. **Minimum Eligibility Requirements for the Bidding Organization**

This RFP is open to for-profit and not-for-profit corporations, partnerships, limited liability corporations, sole proprietorships, or institutions of higher education legally authorized to perform the contracted services that meet the following minimum requirements:

- At least five years' experience working with parents and other family members of children under three years of age with disabilities;
- At least three years' total experience in the following areas: facilitation of focus groups or advisory groups, and/or implementation of parent training or advocacy programs.

#### B. **Deliverables**

The bidder must have adequate and appropriate capacity and infrastructure to provide the proposed services on a statewide basis. The bidder must plan to deliver, address, and collaborate with the Department regarding the major deliverables and project components listed below and detailed in Section III.C.

1. Designate a Family Initiative Project Coordinator
2. Plan and deliver all Early Intervention Partners Trainings:
  - a. Early Intervention Partners Training for Parents – Live Interactive Webinar (Session I)
  - b. Early Intervention Partners Training for Parents – Face-to-Face (Sessions II and III)
  - c. Develop family-friendly Partners Training for Parents training materials that complement the Department’s current EI program guidance
3. Develop, maintain, and coordinate all on-line activities, including:
  - a. Early Intervention Partners Training for Parents – Pre-recorded Webinar
  - b. Ongoing development and maintenance of the Family Initiative Website at [www.eifamilies.com](http://www.eifamilies.com)
4. Coordinate Travel and Related Expenses:
  - a. Partners Trainings
  - b. Early Intervention Coordinating Council (EICC) Meetings
  - c. Relevant National Conferences
5. Coordinate Administrative Support Services

### **C. Details of Deliverables**

#### **1. Designate a Family Initiative Project Coordinator**

The successful bidder must identify a Project Coordinator who is able to ensure overall implementation and delivery of contract deliverables for the duration of the contract period. The Project Coordinator must meet the following minimum eligibility requirements:

- At least five years’ experience working with families of children from birth to age three with special needs;
- A working knowledge of the EIP, including its policies, procedures and regulations;
- A thorough knowledge of state and national resources and policies concerning families of children with disabilities;
- Excellent written/verbal communication skills including public speaking/presentations; and
- Skills in developing PowerPoint presentations, brochures, booklets and other printed and electronic informational/educational materials.

Annual costs associated with the Project Coordinator are built-in to the “Cost per Session” (see Section IV.C.) including salary, fringe, travel, and indirect costs. There will be no additional reimbursement to the Project Coordinator for the performance of activities related to the completion of the deliverables described in this RFP. The scope of activities for the Project Coordinator includes:

- Arrange for quarterly conference calls with Bureau of Early Intervention (BEI) staff and submit agendas;
- Supervise, coordinate and attend all Partners Trainings;
- Attend meetings of related early childhood workgroups or committees on disabilities, EI program policies and/or operational issues, including attendance at relevant national conferences (see Section III. C.4.);
- Attend four EICC meetings (ordinarily held in March, June, September, and December each year). Attend up to six EICC task force/subcommittee meetings per contract year, as necessary.

Task force meetings can be held via webcam or in-person. EICC full Council and Task Force meetings are generally held in Albany, New York;

- In conjunction with the Department, develop and maintain EICC orientation materials for EICC parent members and arrange for orientation conference calls;
- Facilitate communication with the Department and EICC parent members through quarterly conference calls with the BEI staff;
- Refer programmatic and/or policy questions from training participants on standardized reporting forms to the Department staff for response/clarification; and
- Submit organizational charts and curriculum vitae of trainers and any other staff used to complete contract deliverables to the Department.

## **2. Plan and Deliver All Early Intervention Partners Trainings**

The details of Partners Training Sessions I, II, and III are described in Section II.A of this RFP.

- Plan and conduct two Partners Trainings per contract year. Session I is web-based and Sessions II and III are face-to-face. Refer to Partners Training Sessions Description (Attachment B) for an outline of the required curricula for the pre-recorded webinar, Session I, Session II, and Session III;
- Provide all training dates and locations to the Department at least three months in advance of confirmed scheduling. Training dates must not conflict with national, state, or religious holidays. The Department reserves the right to reject any date or location proposed by the Contractor;
- Obtain mailing list information from the Department to prepare training announcement letters with applications to parents;
- Prepare and mail training announcement letters and applications to parents, and other correspondence to Early Intervention stakeholders and municipal staff, as needed, and in a timeframe as specified by the Department. The approximate number of announcement letters that will be prepared and mailed by the successful bidder for each Partners Training is listed below:
  - 2,500 for the Capital region
  - 2,500 for the Western region
  - 2,500 for the Central region
  - 1,000 for the Long Island region
  - 5,000 for NYC region (or New Rochelle);These mailing costs should be factored into the Administrative Support Services section of the cost proposal.
- Ensure that all Partners Training announcement letters are posted to [www.eifamilies.com](http://www.eifamilies.com);
- Receive and review parent applications, select session participants based on criteria to be provided by the Department, and prepare and mail “accepted/not accepted” letters to parents;
- Describe and implement the process for ensuring notification and follow-up to applicants who are not accepted to sessions due to full enrollment or cancellation and who are put on a waiting list;
- Maintain confidential files containing the name, address, and training completed for all participants for record keeping and Department evaluation purposes;
- Establish and maintain a system for ensuring the confidentiality of all families connected with the EIP;
- Accommodate regional and/or cultural differences among the participant audiences;
- Provide to the Department, in advance of initiating training, cancellation policies and procedures which account for circumstances such as inclement weather;

- Provide to the Department participation data collected during and after both face-to-face and online trainings in a manner and frequency as detailed in Section III.C.2.a and in Section V.G. Payment and Reporting, and
  - Provide all training participants with a certificate at the final training session (Session III), designed and produced by the contractor, indicating the participant attended and successfully completed Partners Training
- a. Early Intervention Partners Training for Parents – Live, Interactive Webinar (Session I)**
- Present Session I interactive webinar to parent participants using qualified trainers;
  - Ensure use of an on-line collaboration system to host live, interactive webinars (such as Elluminate);
  - Update online (e.g., Webinars) training materials with new information as instructed by the Department (e.g., changes in regulation, policy, procedures); and
  - Provide Web links, references to appropriate Internet sites, and material as appropriate. Ensure that the webinars meet applicable standards for electronic and information technology accessibility.
- b. Early Intervention Partners Training for Parents – Face-to-Face (Sessions II and III)**
- Conduct Session II and Session III for up to 50 parents per session using qualified trainers;
  - Provide training facilities that are centrally located, convenient, safe, and accessible to individuals with disabilities consistent with requirements under the Americans with Disabilities Act. All facilities identified must be able to provide the training space and overnight accommodations **at the same location**. All facilities must be able to guarantee New York State per diem rates. The Department reserves the right to reject proposed training sites and require the successful bidder to identify an alternate site acceptable to the Department;
  - Pay for all “up front” costs associated with reserving hotel accommodations and ordering meals for the number of registered participants and other staff (trainers/translators) attending;
  - Notify the Department of dates and locations of upcoming training sessions at least three months in advance of confirmed scheduling. Post newly scheduled Partners Training sessions to [www.eifamilies.com](http://www.eifamilies.com);
  - Assist parents with details that may impact their attendance at Partners Training sessions (e.g., providing reimbursement for child care and/or travel expenses, as appropriate and **only if requested by the parent**);
  - Prepare, set-up, and break down training room;
  - Ensure that a standard participant sign-in sheet is completed in its entirety with **original** signatures, and submitted to the Department along with payment vouchers for each training session. An **original** standard participant sign-in sheet is required for payment to be made to the contractor;
  - Greet and register participants (including use of the sign-in sheet) at the facility where training is being held. Provide name tags for identification of training participants;
  - Ensure each participant completes and submits an evaluation form, developed by the successful bidder, following each Partners Training session, which may result in modification to the training by the Department;
  - Prepare a summary of the evaluation forms completed by participants after each session

and provide the summary to the Department. This summary is required for payment to be made to the contractor; and

- Provide translators/interpreters at Session I, Session II, and Session III to translate training materials or other information whenever necessary, and as feasible. In lieu of using a professional service, the Department will work with the successful bidder to identify bilingual parents who have graduated from previous Partners Trainings who can serve as translators/interpreters.

**c. Develop family-friendly Partners Training for Parents training materials that complement the Department's current EI program guidance**

- In conjunction with and approval by the Department, develop all training handouts and other training materials, except for the Clinical Practice Guideline books and compact discs, which will be provided by the Department in small, sample quantities for each Session II and Session III training. Department-approved training materials are defined as the necessary materials that the trainer and the participants need in support of the training session to make it successful, including PowerPoint slides, agendas, handouts, learning activities, and participant evaluation feedback forms (see Attachment C);
- Duplicate and prepare packets of all training handouts and other training materials for each participant at Partners Training Session II and Session III. Printing costs for the handout and training materials listed directly above should be factored into the Cost Proposal Bid Form (Attachment J) under Administrative Support Services;
- Transport to training venues all training packets, training materials, and necessary equipment to conduct training sessions;
- Provide trainers with supplies, materials, and equipment needed to conduct trainings, which may include:

Multimedia projector	Pens, pencils, markers
Laptop computer	Easel and flip chart paper
TV monitor	DVD player
Projection screen	Compact Disc player; and
- Provide all updated/revised training materials and/or webinars developed by the successful bidder to the Department or to another successful bidder upon the Department's request.

**3. Develop, maintain and coordinate on-line activities**

**a. Early Intervention Partners Training for Parents – Pre-recorded, Non-interactive Webinar:**

- Maintain recorded webinar, which includes making revisions when instructed by the Department; and
- Ensure that this webinar is in working order and available for viewing by parents at all times.

**b. With Department approval, further develop and maintain the Family Initiative Website at [www.eifamilies.com](http://www.eifamilies.com), including:**

- Upload Microsoft Word Documents, PDF files, video, audio, and images;
- Maintain EI Partners Training Calendar: Add and delete events to keep calendar current;
- Identify and recruit authors to develop blog posts and/or other website content;
- Review and update content areas of the website as appropriate;
- Monitor and troubleshoot issues with site functionality;

- Revise EI Partners online application, as appropriate;
- Respond to email requests regarding the website;
- Update subscribers with EI news and important dates/events; and
- Identify consultant to maintain social networking accounts and integrate with [www.eifamilies.com](http://www.eifamilies.com) website.

#### 4. Coordinate Travel and Related Expenses

The Project Coordinator will ensure that all of the following activities related to travel are accomplished. For information on how to report these costs on the Cost Proposal Bid Form (Attachment J), see Section IV.B.

##### a. Partners Trainings:

- Payment of travel expenses for participants to attend Session II and Session III of Partners Training is not routinely provided. Child care payment is also not routinely provided. However, **if requested** by parent(s) registered to attend Session II and/or Session III, the successful bidder may provide reasonable reimbursement to parents for their round-trip transportation expenses (public transportation, personal car mileage, and tolls) and for child care. A reimbursement amount of \$1,000.00 per contract year has been factored into the Cost Proposal Bid Form to be used for this purpose;
- Payment to qualified trainers/subcontractors to conduct Session I of Partners Training – Live, Interactive Webinar;
- Payment of all travel expenses incurred by qualified trainers/subcontractors or other staff designated by the Project Coordinator to attend Partners Training Session II and/or Session III, including payment for training services, round-trip transportation, hotel accommodations, and meals; and
- Payment of costs associated with the use of interpreters/translators (graduate parents of Partners Training can be used) when they are needed for Session I, II, and/or III of Partners Training, including payment for interpreting/translating services, round-trip transportation, hotel accommodations, and meals.

##### b. Early Intervention Coordinating Council (EICC) Meetings:

- Provide and process \$75.00 stipends for up to **six** parent members of the EICC when they attend four EICC meetings each contract year; or \$1,800.00 per contract year; and
- Provide and process \$75.00 stipends for up to **two** parent members of the EICC to attend EICC task force/subcommittee meetings. It is anticipated that **two** parents will attend up to **six** meetings per contract year; or \$900.00 per contract year.

##### c. Relevant National Conferences:

- Identify and seek Department approval for **two** parent members of the EICC to attend up to **two** relevant national conferences per contract year. Non-EICC parent leaders may attend when parent members of the EICC are not available. Examples of “relevant national conferences” are the annual Office of Special Education Programs (OSEP) Leadership Mega Conference in Arlington, VA, and various national conferences sponsored by Zero to Three - National Center for Infants, Toddlers, and Families, and the National Early Childhood Technical Assistance Center. The successful bidder will be responsible to pay for the cost of all travel expenses in accordance with New York State per diem rates, including round-trip

transportation, hotel accommodations for up to three (3) nights, meals, and conference registration fees.

Bidders can find more information about these and other upcoming conferences, including registration and hotel costs, on the following websites:

- <http://mega-2011.tadnet.org/home> – OSEP Leadership Mega Conference
- <http://www.zerotothree.org/> - Zero to Three
- <http://www.nectac.org/> - National Early Childhood Technical Assistance Center

## **5. Coordinate Administrative Support Services**

The proposed cost for Administrative Support Services cannot exceed 10 percent of the total yearly bid price. All of the following administrative services must be provided by the successful bidder:

- postage
- supplies
- equipment, including cell phones and laptop computers
- audit costs
- telephones
- secretarial services
- data entry services
- fiscal support services
- provision of training certificates to participants as verification that they satisfactorily completed the Partners Training
- reproduction and printing costs
- webinar support

## **D. Payment**

The successful bidder will be paid for project deliverables completed to the satisfaction of the Department, based on quarterly vouchers submitted. The successful bidder must not charge or collect fees from parent participants for viewing the pre-recorded, non-interactive webinar, OR for attending Sessions I, II, and III of Partners Training.

For Sessions I, II and III, the successful bidder (contractor) will receive reimbursement from the Department based on the Cost per Session for each face-to-face Partners Training session held, as outlined for that year in the Cost Proposal Bid Form submitted by the contractor. If the Department cancels a Partners Training session for any reason, the Department will not be liable for the Cost per Session, as outlined in the Cost Proposal Bid Form, but may reimburse the contractor for reasonable expenses incurred due to the cancellation.

## **E. Department of Health Obligations**

The Department will notify the successful bidder of and reserves the right to make any changes to the Partners Training sessions, including cancellation for any reason.

The Department will provide the following products, in hard copy or electronically, as appropriate and available, to the successful bidder awarded this contract:

- Inventory list of Department-owned equipment (e.g., laptop computers, projectors, translation/interpreter receivers and headphones, etc.) dedicated to the Family Initiative Coordination Services Project. Previously purchased equipment will be available for use by the successful bidder;
- Samples of related Partners Training PowerPoint slide presentations, webinars, and training materials already developed by the Department;
- Public awareness materials including *Early Intervention Program: A Parent's Guide*, *Early Help Makes a Difference*, guidance documents, EIP Regulations, and Clinical Practice Guidelines (all of which are available on the Bureau's Webpage at [http://www.health.ny.gov/community/infants\\_children/early\\_intervention/index.htm](http://www.health.ny.gov/community/infants_children/early_intervention/index.htm));
- 10-minute DVD entitled "Where's Molly?" depicting a brother's search for his long-institutionalized sister. At the contractor's option, this video can be presented at Session II face-to-face trainings;
- Camera-ready artwork that includes the EIP logo and EI steps graphic (for use in outreach activities promoting the training sessions); and
- Contact information for municipal EI Officials and providers of services for the purpose of providing training outreach material only.

#### IV. PROPOSAL REQUIREMENTS

The requirements established by this RFP for proposal content and format will be utilized in evaluating all 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. **Two originals, seven copies and one (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only of the technical and cost proposals should be submitted.**

Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the RFP. Proposals must be submitted on paper (no electronic submissions) in two distinct parts, Part 1 – Technical Proposal, and Part 2 – Cost Proposal, separately sealed and identified with the name of the bidder. These must be packed into a third envelope and sealed and marked accordingly with proper vendor name and address. Proposal packages should be clearly labeled: Family Initiative Coordination Services Project RFP #1112160327.

**Where page limits are included, evaluators will be instructed to cease reading each section at the end of the page limit. Any information included in pages beyond the section limit will not be evaluated.**

**No financial bid or pricing information should be included in a bidder's Technical Proposal. Technical and Cost Proposals that fail to be submitted in separate and sealed envelopes may be rejected.**

##### A. Technical Proposal

Each page of the technical proposal should be numbered consecutively from the beginning of the proposal through all appendices. The narrative should be double spaced, using 11 point font or larger, with minimum one inch margins all around, and adhere to the maximum page limits.

A complete technical proposal consists of:

- Completed Transmittal Letter (Attachment F), signed by an official authorized to bind the bidder to the provision of the RFP;
- Project narrative;
- Fully-completed Work Plan (Attachment H) that includes specific activities to be completed in order to meet deliverables, the person responsible for the activities, and a detailed timeline for the completion of each deliverable;
- Bidder Qualifications and References
- Vendor Responsibility Attestation (Attachment M) and
- Vendor Responsibility Questionnaire if not completed on-line through the VendRep system

### **1. Transmittal Letter**

The bidder's response should include a Transmittal Letter (Attachment F) signed by an official authorized to bind the bidder to the provisions of the RFP. The Transmittal Letter should indicate the bidding entity meets all eligibility requirements as stated in Section III.A.

In the Transmittal Letter, the bidder should disclose if they (and/or any subcontractor, consultant or volunteer) has any actual or potential conflicts of interest. In cases where such relationship(s) and/or interest exist, the bidder should describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided. The bidders' disclosure should include any relationship or interest, financial, beneficial or otherwise, which is in conflict with the proper discharge of their responsibilities under this RFP. If there are none, so indicate.

The Department reserves the right to reject bids, at its sole discretion, based on any actual or perceived Conflict of Interest.

All bidders and the resulting contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees.

In signing the Transmittal Letter, the bidder guarantees knowledge and full compliance with the provisions of the POL for purposes of this RFP and procurement. Failure to comply with these provisions may result in disqualification from the procurement process, or withdrawal of a proposed contract award, and criminal proceedings as may be required by law.

If, during the term of a resulting contract, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL, or which may otherwise be considered a conflict of interest, the Contractor shall notify the DOH in writing immediately. Failure to comply with these provisions may result in termination or cancellation of the resulting contract and criminal proceedings as may be required by law.

**Assurances** – By submitting a signed Transmittal Letter and proposal in response to this RFP, the bidder assures that the following is true:

- The organization is able to fulfill all contract deliverables and has adequate space and capacity. A signed contract indicates that the organization agrees to all the terms, conditions, deliverables, and assurances listed in the RFP;
- 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 successful bidder’s relationship with other providers or parties, and the successful bidder agrees to abide by this decision.
- The organization and its employees, subcontractors, consultants and volunteers will collaborate with the Department and its designees; and
- 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 EIP according to Section 69-4.17 of EIP regulations and other applicable State and federal laws and regulations. The information and all identifiers of the parent participants cannot be used in any form without permission of the Department.

**2. Project Narrative** – Use no more than 22 single-sided pages, 8 1/2 x 11, double spaced. The Project Narrative ***must demonstrate*** that the bidder has adequate and appropriate capacity and infrastructure to provide the proposed services on a statewide basis.

The Project Narrative ***should include:***

- a description of the bidder’s plan for delivering, addressing, and collaborating with the Department regarding all the deliverables and project components listed in Section III.
- a description of the bidder’s experience in developing and conducting recorded and live/interactive webinars within the previous three years from the issuance of this RFP, including the identification of experienced trainers/presenters, types of on-line collaboration systems used, frequency of conducting webinars, topic areas, and primary audience;
- a description of the bidder’s experience with website development and maintenance within the previous three years from the issuance of this RFP, including the identification of a qualified webmaster/developer and the webmaster’s/developer’s experience in the development, operation, and maintenance of web-based applications.

**3. Work Plan**

***For “a” and “b” below, use the Technical Proposal Work Plan template form provided in Attachment H. Make additional copies as needed. Use no more than 10 pages total.***

- a) **Project Activities to Meet Deliverables** – Describe the nature and scope of the activities that will accomplish each deliverable. Activities should be responsive to the Department’s needs as stated in this RFP (See Section III A-D and detailed in Section III C 1-5). For example, bidders should outline and describe how they plan to promote the availability of

two Partners Trainings per year, 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 training outcomes are achieved for participants; and how they will determine that the training will improve the quality of participation, leadership and advocacy of parents who have children in the EIP. Bidders are required to identify one potential venue at which Partners Trainings may be held and provide the name and address for this venue in the Work Plan, as well as on page 2 of the Cost Proposal Bid Form, Attachment J.

Bidders should make clear in their proposal which components of the scope of work will be performed under a subcontract. If proposed subcontractors are known, a letter of commitment from each containing their full name and address should be included with the Technical Proposal. (These letters of commitment do not count toward the ten page limit for this section of the proposal.)

- b) **Person Responsible and Completion Dates** – Provide the name of the person responsible for each work activity and provide a plan to ensure that persons named for each work activity are qualified to accomplish the assigned tasks. Provide a proposed schedule for completing required activities in accordance with the deliverables outlined in the RFP.

4. **Bidder Qualifications and References – Use no more than five pages.** The successful bidder and its subcontractor(s) must meet the minimum eligibility requirements described in Section III of this RFP. Bidders should describe their experience and capacity to deliver statewide Partners Training both via web-based methods and face-to-face. They should describe how they meet the minimum required qualifications listed in Section III, including any sub-contractual arrangements.

The proposal should include a personnel description with the position/title for the person(s) responsible for each work plan activity. Bidders should identify the person(s) responsible for directing the work to be done under the contract as well as other principal project personnel. The bidder should provide the vitae/resumes of project staff as an attachment to their proposal. (These resumes will not count toward the five page limit of this section of the proposal.) Proposals will be rated based on the personnel qualifications presented. Successful bidders may make substitutions to key project personnel after the contract is in place, provided that the substitutes/replacements possess equal or greater qualifications and that the successful bidder obtains the Department's prior written approval. (See Section III.C. for specific details on qualifications.)

Bidders 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 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. (This list will not count toward the five page limit of this section of the proposal.)

## **B. Cost Proposal**

A complete cost proposal consists of:

- Cost Proposal Cover Sheet (Attachment I)
- Cost Proposal Bid Form (Attachment J)
- NYS Department of Health Lobbying Form (Attachment K)
- M/WBE Procurement Forms (Attachment N)

All costs should be based on the deliverables described in this RFP, on the information provided below and information provided on the Cost Proposal Bid Form (Attachment J). The prices presented in the Cost Proposal Bid Form must be inclusive of all activities necessary to implement the deliverables as described in this RFP in Section III.

Because the number of registered participants for each Partners Training session will not always be consistent, bidders are instructed to use an estimated number of 100 participants per contract year (50 in the spring and 50 in the fall) when calculating the costs for Sessions I, II, and III of Partners Training.

The information below outlines what bidders should consider when calculating the cost of each deliverable on the Cost Proposal Bid Form (Attachment J). *Note: Annual costs associated with the Project Coordinator (Section III.C.1.) are built-in to the “Cost per Session,” including salary, fringe, travel, and indirect costs.*

**Partners Training Session I - Live Webinar:** Bidders must provide a cost per session on the Cost Proposal Bid Form (Attachment J) for each contract year. The cost per session should be calculated to include:

- maintenance of webinar;
- delivery of webinar by qualified subcontractor/consultant trainers;
- use of an on-line collaboration system to hold live synchronous class sessions (such as Elluminate);
- payment to trainers/subcontractors to conduct Session I (Live, Interactive Webinar); and
- payment to interpreters/translators for services.

**Partners Training Sessions II – Face-to-Face:** Bidders must provide a cost per session on the Cost Proposal Bid Form (Attachment J) for each contract year. The cost per session should be calculated at New York State per diem rates and must include:

- meeting room
- necessary AV equipment (such as microphones, sound mixer, projection screen)
- 25 double occupancy hotel rooms for participants (hotel rooms should be shared)
- 50 participant breakfasts
- 50 participant lunches
- 50 participant dinners
- payment to qualified trainers/subcontractors to conduct training
- payment to interpreters/translators for services

**Partners Training Sessions III – Face-to-Face:** Bidders must provide a cost per session on the Cost Proposal Bid Form (Attachment J) for each contract year. The cost per session should be calculated at New York State per diem rates and include:

- meeting room
- necessary AV equipment (such as microphones, sound mixer, projection screen, etc.)
- 25 double occupancy hotel rooms for participants (hotel rooms should be shared)
- 50 participant breakfasts
- 50 participant lunches
- 50 participant dinners
- payment to qualified trainers/subcontractors to conduct training
- payment to interpreters/translators for services

**Develop, Maintain, and Coordinate On-Line Activities (except Session I):** Bidders must provide a yearly cost for each contract year for the following:

1. **Partners Training – Pre-recorded, Non-Interactive Webinar:** The cost for the pre-recorded, non-interactive webinar should be calculated to include:
  - Maintenance and troubleshooting activities; and
  - revisions to the webinar as instructed by the Department
2. **Family Initiative Website at <http://www.eifamilies.com>:** The cost of the Family Initiative Website should be calculated to include:
  - continued development of website in conjunction with the Department; and
  - troubleshooting activities and maintenance

**Coordinate Travel and Related Expenses:** Bidders must provide a total yearly cost for all other travel and related expenses for the staff of the Project Coordinator, qualified trainers/subcontractors, interpreters/translators, EICC parent members, and Partners Training participants. These costs are in addition to the costs outlined in Section III.C.4.

In calculating a proposed yearly cost, Bidders should include:

- Travel and/or child care expenses when requested by a parent registered to attend Session II and/or Session III of Partners Training. A value of \$1,000.00 per contract year has been factored into the Cost Proposal Bid Form for this purpose (Attachment J);
- Payment of round-trip travel, hotel accommodations, and meals for trainers/subcontractors to attend Session II and/or Session III of Partners Training;
- Payment of round-trip travel, hotel accommodations, and meals for interpreters/translators to attend Session II and/or Session III of Partners Training (graduate bilingual parents of Partners Training have been used in the past to provide this service);
- Payment of round-trip travel, hotel accommodations, and meals for any staff that the Project Coordinator deems necessary and appropriate to attend and assist at Session II and/or Session III of Partners Training;
- Payment of \$75.00 stipends for up to six EICC parent members to attend four EICC meetings per year (\$1,800.00 per year). This amount has **not** been factored into the bid;
- Payment of \$75.00 stipends for up to two EICC parent members to attend up to six EICC Task Force meetings per year (\$900.00 per year). This amount has **not** been factored into the bid; and

- Payment of round-trip transportation, hotel accommodations, meals, and conference registration fees for two EICC parent members to attend two relevant national conferences per year. This is a cost estimate and has **not** been factored into the bid. For information regarding upcoming conferences and approximate registration and hotel costs, please visit:
  - <http://mega-2011.tadnet.org/home> - OSEP Mega Conference
  - <http://www.zerotothree.org/> - Zero to Three
  - <http://www.nectac.org/> - National Early Childhood Technical Assistance Center

**Administrative Support and Services:**

The Department will pay the successful bidder an administrative services fee in four (4) equal quarterly payments annually based upon the administrative services fee enumerated in the bidder’s proposal. The administrative services price may not exceed 10 percent of the grand total yearly bid price. The cost proposal should be calculated to include all administrative support and services listed in Section III of this RFP.

**C. Company’s Financial Capacity and Stability**

If requested by the Department during the evaluation process, Bidders should be prepared to provide evidence of their financial ability to perform the terms and conditions of the contract. Each Bidder should be able to provide independently audited financial statements (not annual reports) for the last three full years of operations, even if they are proprietary in nature.

If a Bidder is not required to have audits performed, other evidence of financial ability to perform this project should be available. At a minimum, this should include a Comprehensive Dunn and Bradstreet Report and the last three full years of internal financial statements.

In addition, the information as described above should be available for major subcontractors. If the Bidder proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than \$100,000, the subcontractor should have the same financial information available for submission as is required in this section for the Bidder.

**D. Method of Award**

**Vendor Selection**

At the discretion of the Department, all bids may be rejected. The evaluation of the bids will include, but not be limited to, 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 response 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. In order to award a contract, the Department will select the bidder that submits the proposal that offers the best value. “Best value” 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; and
- The Department will evaluate proposals using the following factors and weights:

Initial Screening	Pass/Fail
Technical Proposal	70%
Cost Proposal	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.

Only those proposals that pass the Initial Screening will be evaluated for technical content.

### 2. Technical Score

A Technical Evaluation Team 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 Team during their evaluation. The following formula will be used to determine each bidder's final technical proposal score:

- $(X/Y) * 70$  [(X divided by Y)] times 70 where:
  - X is Total Weighted Raw Score of proposal being scored;
  - Y is Total Weighted Raw Score of highest scoring Technical Proposal; and
  - 70 is the number of technical points available.

### 3. Cost Score

A Financial Evaluation Team will review and score each Cost Proposal that meets the requirements for the Cost Proposal. The Cost Proposal review will be independent of the Technical Proposal review, and the Financial Evaluation Team will not see or participate in review of the Technical Proposal. For those bids meeting the requirements of the Cost Proposal, the Financial Evaluation Team will score the total project cost. The following formula will be used to determine each bidder's final cost proposal score:

- $(A/B) * 30$  [(A divided by B)] times 30 where:
  - A is Total Price of lowest price Cost Proposal;
  - B is Total Price of Cost Proposal being scored; and
  - 30 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, 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

## 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. Inquiries

Prospective bidders may submit questions relating to the RFP in writing by email or via sent mail to the permissible subject matter contacts listed on page 2 of the RFP. **No other DOH employee is to be contacted regarding the Family Initiative Coordination Services Project procurement and/or process.**

Each question should cite the particular RFP section to which it refers, be concisely stated and be numbered in sequential order. Questions must be received by the Department on or before 4:00pm Eastern Time on the date specified in the schedule of key events on the cover page of the RFP.

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.health.ny.gov/funding/>. All such updates will be posted on or about the date identified on the cover page of the RFP.

There will be no bidder's conference in conjunction with this RFP.

### C. Letter of Intent to Bid

Using Attachment D, bidders may provide an optional Letter of Intent to Bid. This letter should designate an Official Representative and be mailed to the Permissible Subject Matter Contacts listed on page 2 of the RFP. It is the responsibility of the bidder to verify that their fax was transmitted successfully prior to the date and time specified on the RFP cover page. Changes to the Official Representative may be made by mail only.

### D. Submission of Proposals

Interested bidders should submit:

Technical Proposal: two(2) signed originals, seven (7) copies in hardcopy format and one (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Cost Proposal: two (2) signed originals, seven (7) copies in hardcopy format and one (1) electronic copy in a standard searchable PDF format on a closed session CD-R (not CD-RW), with copy/read permissions only.

Original proposals should be marked as such. Where signatures are required, the original proposals should be signed in ink. Electronic signatures are not acceptable.

**The Technical Proposal and Cost Proposal should be submitted in two separate envelopes clearly marked as follows (*no cost or pricing information should be submitted in a bidder's Technical Proposal*):**

- Family Initiative Coordination Services Project RFP No.1112160327, Technical Proposal – Name of Bidder (to be inserted by bidder).
- Family Initiative Coordination Services Project RFP No. 1112160327, Cost Proposal – Name of Bidder (to be inserted by bidder).

No fax or electronic (email) submissions will be accepted. All copies must be received by the Department of Health no later than 4:00 Eastern Time on the date specified on the cover page of the RFP. In case of any discrepancy between the electronic and the hard copy documents, the hard copy shall supersede.

All proposals should be clearly marked and directed to:

Bureau of Early Intervention  
New York State Department of Health  
ESP Corning Tower, Room 287  
Albany, New York 12237-0660  
Attn: Administrative Services Unit

**It is the bidder's responsibility to ensure that bids are delivered to Room 287 prior to the date and time of the bid due date as listed on the cover page on the RFP. 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.**

### **Proposal Format**

Proposals should be prepared providing a concise description of the bidder's ability to meet the requirements of the RFP.

The bidder should organize their proposal as follows and use **Attachments E-K and M-N**. 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. The Proposal and appendices should be on 8.5- by 11-inch paper, using a minimum of 11-point font. The Technical Proposal should be **double-spaced, single-sided pages, not to exceed the page limits outlined in Section IV.A.** (not including letters of commitment, resumes, and lists of previous early intervention contracts);
- Proposals should be self-contained; no models, videotapes or Website 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; and
- These proposal specifications are for the purpose of enabling the evaluators to conduct an adequate and timely review of the Technical Proposal. **Up to five rating points may 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 may result in disqualification of the proposal.***

**E. 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 365 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 a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

**F. Payment and Reporting**

If awarded a contract, the successful bidder shall submit invoices and/or vouchers to the State's designated payment office:

NYS Department of Health  
Bureau of Early Intervention  
ESP Corning Tower, Room 287  
Albany, New York 12237-0660  
Attn: Administrative Services Unit

Payment for invoices and/or vouchers submitted by the successful bidder 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 successful bidder 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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-486-1255. The successful bidder 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, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers 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:

- a. In exchange for the provision of Partners Training sessions and all other deliverables, in accordance with the terms and conditions specified in this RFP, the successful bidder will be entitled to receive payment for services rendered to the satisfaction of the Department. Such payment will be based upon the amount enumerated in Attachment J, Cost Proposal Bid Form. The successful bidder will enumerate expenditures sought for reimbursement under the Administrative Services Fee component of the Cost Proposal Bid Form.

- b. All invoices submitted by the successful bidder pursuant to this AGREEMENT shall be submitted to the STATE on a quarterly basis no later than thirty (30) 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 successful bidder:
  - A quarterly report summarizing all Partners Training and on-line activities in the preceding quarter. This report should include any narrative or graphic necessary to fully describe all activities performed or conducted to meet the deliverables contained in this RFP.
  - Partners Training Session Summary of Participant Evaluations Report
  - Original sign-in sheet for each Partners Training Session
  - Data regarding participant viewing of the pre-recorded, non-interactive webinar, if available
  - Data regarding Partners Training Session I, Session II and Session III , including the name of session conducted, regional location of training and name of venue, number of trainees, trainee demographics, number of Partners Training participants requesting travel and/or child care reimbursement.

#### **G. 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 canceled 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 canceled.

#### **H. 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.

#### **I. 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](http://www.osc.state.ny.us/agencies/gbull/g_232.htm)

#### **J. 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](http://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](mailto: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](http://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 M).

## **K. 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.

State Consultant Services Form A: Contractor’s Planned Employment and Form B: Contractor’s Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/procurement/>.

## **L. 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 bidders 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 (c) 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.

#### **M. 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.

#### **N. 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.dhSES.ny.gov/ocs/breach-notification/>.

**O. 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 a bidder meeting the registration requirements but who is not so registered in accordance with the law.

Winning bidders 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.

Winning bidders 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 a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Forms ST-220-TD and ST-220-CA may be accessed electronically at:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) and

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

**P. 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.

**Q. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women**

**NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health recognizes its obligation to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Department of Health contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that New York State Department of Health establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how New York State Department of Health will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and New York State Department of Health may withhold payment from the Contractor as liquidated damages.

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

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #1 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to New York State Department of Health.
- B. New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of New York State Department of Health acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department of Health, Corning Tower, Room 287, Albany, NY 12237, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by New York State Department of Health to be inadequate, New York State Department of Health shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #2. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:
  - a) If a Bidder fails to submit a MWBE Utilization Plan;
  - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - c) If a Bidder fails to submit a request for waiver; or
  - d) If New York State Department of Health determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to New York State Department of Health, but must be made prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 to the New York State Department of Health address, phone and fax information, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

#### Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a

subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the New York State Department of Health, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

## **VI. APPENDICES**

The following will be incorporated as appendices into any contract resulting from this Request for Proposals. This Request for Proposals will, itself, less Attachment O, Sample State Contract, be included 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 – Workers' Compensation/Disability Benefits**

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 M – Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures**

**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**

Attachment A – Regional Training Map

Attachment B – Partners Training Sessions Description

Attachment C – Sample Handout Materials and Training Resources

Attachment D – Letter of Intent to Bid

Attachment E – Proposal Checklist

Attachment F – NYS Early Intervention Family Initiatives Coordination Services Project Transmittal Letter

Attachment G – Technical Proposal Cover Sheet

Attachment H – Technical Proposal Work Plan

Attachment I – Cost Proposal Cover Sheet

Attachment J – Cost Proposal Bid Form

Attachment K – NYS Department of Health Lobbying Form

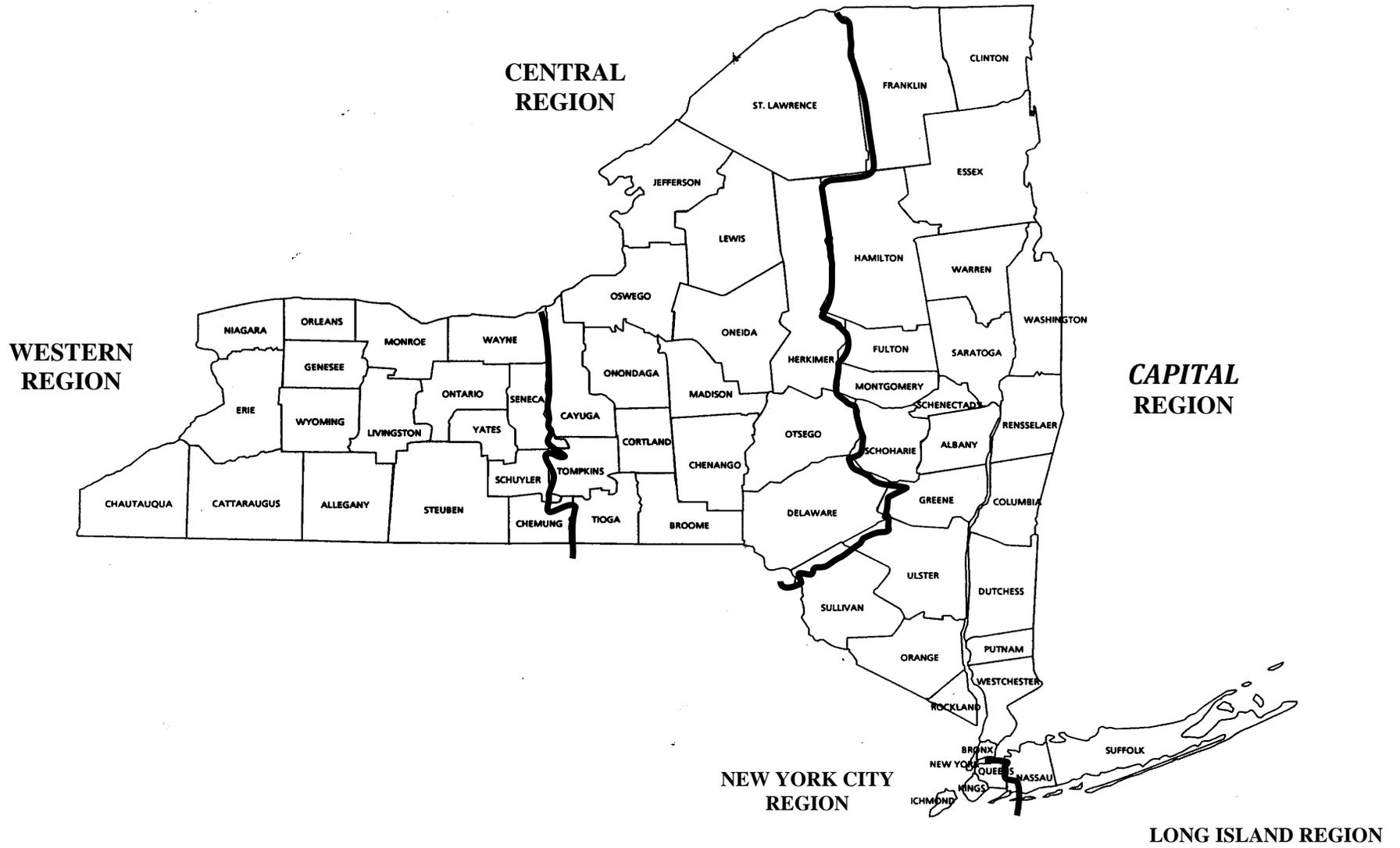
Attachment L – NYS Department of Health No Bid Form

Attachment M – Vendor Responsibility Attestation

Attachment N – NYS Department of Health M/WBE Procurement Forms

Attachment O – Sample Standard Contract with Appendices

# ATTACHMENT A – Regional Training Map



## ATTACHMENT B – Partners Training Sessions Description

Pre-recorded, Non-interactive Webinar	<i>Pre-Training Session Activity</i> <i>Early Intervention Program Overview Webinar</i>	<b>Target Audience</b>	<b>Length</b>
<p><b>EIP Overview Webinar:</b> <i>An Introduction to the New York State Early Intervention Program and Services (to occur prior to Session I)</i></p>	<p><b>Purpose:</b> This pre-recorded, non-interactive webinar provides information about the EIP and offers Partners Training participants opportunities to learn basic information about the EIP prior to Session I’s live, interactive web-based training. This webinar is viewed via personal computer at parents’ convenience, and introduces them to the NYS EIP and services.</p> <p><b>Learning Outcomes:</b> Participants will gain an overall understanding of the EIP including historical background, legislation, program mission, goals, and key provisions with an emphasis on practical information.</p> <p><b>The webinar will include:</b> An overview of the NYS EIP, including:</p> <ul style="list-style-type: none"> <li>• Mission/goals</li> <li>• History/legislation</li> <li>• Organizational chart/structure</li> <li>• Terminology (handout/reference material)</li> <li>• Early Intervention Steps:               <ol style="list-style-type: none"> <li>1. Referral</li> <li>2. Initial and Ongoing Service Coordination</li> <li>3. Evaluation</li> <li>4. Developing and Implementing an Individualized Family Service Plan</li> <li>5. Services and periodic review of the IFSP</li> <li>6. Transition</li> </ol> </li> <li>• Frequently Asked Questions</li> <li>• Due process rights and procedural safeguards</li> <li>• Related resources</li> </ul>	<p>Parents and caregivers of children enrolled in the NYS EIP</p>	<p>1.5 hours</p>

Live, Interactive Webinar	<i>Partners Training Session I Individualized Family Service Plan Outcomes Development</i>	Target Audience	Length
<b>Interactive Webinar</b> <i>Individualized Family Service Plan Outcomes Development Session I</i>	<p><b>Purpose:</b> This live, interactive webinar provides Partners Training participants the opportunity to explore best practices for developing family-centered outcomes that are based on the concerns, priorities and resources of the family. This webinar explores the nature of community-based service provision and further elaborates on key elements of service provision in natural environments that promote inclusion and build on the everyday routines and activities of the child and family.</p> <p><b>Learning Outcomes:</b> Participants will gain an understanding of the legal requirements and rationale for the delivery of early intervention services in natural environments, including an overview of the legal requirements of IDEA Part C regulations (34 CFR Part 303) and EIP regulations (Subpart 69-4). Key concepts related to the provision of quality EIP services in natural learning environments will be discussed. Participants will understand and develop meaningful IFSP outcomes, strategies, and activities, which are collaborative and family-centered.</p> <p><b>The webinar will include:</b></p> <ul style="list-style-type: none"> <li>• Welcome and introduction of staff</li> <li>• Orientation on how to participate in a live interactive (synchronous) webinar</li> <li>• Ice breaker activities to get acquainted with fellow participants</li> <li>• Best practice and the IFSP process</li> <li>• Skills and strategies for developing and writing meaningful IFSP outcome statements</li> <li>• Family-centered IFSP process (based on the child’s strengths and needs and built on the concerns, priorities and resources of the family)</li> <li>• Family Assessment (further defined to include the families; concerns, priorities and resources—CPRs)</li> <li>• Natural Environments (inclusion, everyday routines, activities and places)</li> <li>• The use of “break-out rooms” where participants can practice activities in smaller groups</li> </ul> <p>Sources of information and support (available resources and web addresses)</p>	Parents and caregivers of children enrolled in the NYS EIP	2.5 hours

Session II	<i>Partners Training Session II</i>	Target Audience	Length
<b>Face-to-Face EIP Partners Training Session II</b>	<p><b>Purpose:</b> To provide opportunities for parents of children with disabilities to become involved in EIP leadership activities, and to have an opportunity to network with other parents.</p> <p><b>Learning Outcomes:</b> This training session will provide parents with information, resources, and skill-building activities designed to increase their advocacy and leadership skills. Parents will learn how to form working partnerships with early intervention professionals and policymakers.</p> <p><b>This face-to-face session will include:</b></p> <ul style="list-style-type: none"> <li>• Getting acquainted/reacquainted activity</li> <li>• Vision of EIP (participants will be divided into work groups to create and present visual representation of the EI system)</li> <li>• Development of individual leadership goals</li> <li>• History of the disabilities movement (includes- short video <i>Where's Molly?</i> provided by DOH)</li> <li>• The nature of conflict and how to address issues via crucial conversations (involves role play)</li> <li>• Overview of Early Intervention Coordinating Councils (state level EICC and local LEICC)</li> <li>• Preparing for meeting with policymakers and making public testimony</li> </ul>	Parents and caregivers of children enrolled in the NYS EIP	Friday 4:00 p.m. to 9:00 p.m. & Saturday 9:00 a.m. to 3:00 p.m.

Session III	<i>Partners Training Session III</i>	Target Audience	Length
<b>Face-to-Face EIP Partners Training Session III</b>	<p><b>Purpose:</b> To provide opportunities for parents of children with disabilities to become involved in EIP leadership activities. This training session provides information, resources, and skill-building activities designed to increase parent advocacy and leadership skills.</p> <p><b>Learning Outcomes:</b> Session III will build upon the advocacy and leadership skills gained in Session II. Parents will have the opportunity to interact with Department staff and local municipal staff to discuss opportunities for involvement in the EIP in their own communities.</p> <p><b>This face-to-face session will include:</b></p> <ul style="list-style-type: none"> <li>• Updates from Session II and review of session goals</li> <li>• Opportunities for parent involvement</li> <li>• Meeting with local EIP representatives (EI Managers/Officials, Regional Staff, etc.)</li> <li>• Group discussions of local issues and opportunities for involvement</li> <li>• Question and answer forum with EIP Bureau Director and/or other Department staff</li> <li>• Report on individual leadership goals from Session II</li> <li>• Certificate ceremony</li> </ul>	Parents and caregivers of children enrolled in the NYS EIP	Friday 4:00 pm to 9:00 pm & Saturday 9:00 am to 3:00 pm

## ATTACHMENT C – Sample Handout Materials and Training Resources

### Early **Intervention Partners Training Project—Volume I**

Policy Documents, Regulations, Transition Memorandum

### Early **Intervention Partners Training Project—Volume II:**

Policy Documents and Other Memoranda and Policy Letter

NYS DOH BEI Abbreviations and References

NYS DOH BEI Publications Order Form

The Early Intervention Program, A Parent's Guide

Early Help Makes a Difference brochure

Special Education materials ordered directly from SED to include:

Guide for Determining Eligibility and Special Education Programs and/or Services for Preschool Students with Disabilities

Special Education in NYS for Children Ages 3-21, A Parent's Guide

Special Education Mediation

PowerPoint copies of any presentations for example:

Overview of the NYS EIP

Best Practice and the IFSP Process

Developing Meaningful Outcomes

History of the Disabilities Movement

The Nature of Conflict

Parents and the Evolution of Disability Services

Our Vision for Early Intervention

Individual Leadership Goals and worksheets

Preparing for Public Testimony

Where's Molly?: A Documentary by SFO Productions

Other Resources and Handouts:

People First Language

Welcome to Holland

History of IDEA - *What's Reauthorization All About?*

**NICHCY** (National Information Center for Children and Youth with Disabilities): *Parenting a Child with Special Needs*, and National Resources including toll free numbers and Web sites, and Parent to Parent Support Resources.

NECTAC (National Early Childhood Technical Assistance Center) Resources; *Recruiting and Retaining Diverse Parent Representation on Interagency Coordinating Councils, State Support for Parents on Interagency Coordinating Councils, Early Childhood Bulletin on Enhancing Family Roles in EI Programs*

NYS Resource list of State Agencies and Organizations

TaCTICS (Therapists as Collaborative Team members for Infant/Toddler Community Services): *What Families Want to Know About Assessment*

Family Voices; *You Are an Advocate for Your Child with Special Health Care Needs!*

Family Needs Survey: (Bailey et al, University of North Carolina at Chapel Hill)

First Steps: Family-Centered Services

*Improving Part C Early Intervention: Using What We Know About Infants and Toddlers with Disabilities to Reauthorize Part C of IDEA*

I. Procedural Safeguards Regarding Surrogates, Notice and Consent

II. Procedural Safeguards Regarding Mediation and Resolution Sessions

III. Procedural Safeguards Regarding Due Process Hearings

ERIC (Educational Resources Information Center) Digests; *Rights and Responsibilities of Parents of Children with Disabilities*

## ATTACHMENT D – Letter of Intent to Bid

This Letter of Intent to Bid may be mailed to the address below postmarked by the date on the RFP cover page or submitted via Fax to (518) 486-1090 by the date on the RFP cover page.

ATTN: Family Initiative Coordination Services Project RFP  
Bureau of Early Intervention  
New York State Department of Health  
Empire State Plaza, Corning Tower, Room 287  
Albany, New York 12237-0668

Dear M\_\_\_\_\_:

\_\_\_\_\_ has received the New York State Department of Health Request for Proposals for the **Family Initiative Coordination Services Project**.

We intend to submit a proposal for the **Family Initiative Coordination Services Project** to the New York State Department of Health Early Intervention Program, not later than the proposal due date and time as outlined on the cover page of the RFP.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Official Representative if different from above

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
E-mail

## ATTACHMENT E – Proposal Checklist

### FAMILY INITIATIVE COORDINATION SERVICES PROJECT

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:

- \_\_\_\_\_ Transmittal Letter (original signature required) – Attachment F
- \_\_\_\_\_ Technical Proposal Cover Sheet (original signature required) – Attachment G
- \_\_\_\_\_ Vendor Responsibility Attestation – Attachment M
- \_\_\_\_\_ Vendor Responsibility Questionnaire (if not on-line through VendRep system)
- \_\_\_\_\_ Project Narrative – Technical Proposal
  - \_\_\_\_\_ a. Project Narrative – use no more than 22 single-sided, double spaced pages
  - \_\_\_\_\_ b. Technical Proposal Work Plan (Activities to Meet Deliverables, Person Responsible and Completion Dates) – Attachment H – use no more than 10 pages
  - \_\_\_\_\_ c. Bidder Qualifications and References – use no more than 5 pages
- \_\_\_\_\_ Vitae/Resumes of Key Personnel
- \_\_\_\_\_ Letters of Support

#### COST PROPOSAL:

- \_\_\_\_\_ Cost Proposal Cover Sheet (original signature required) – Attachment I
- \_\_\_\_\_ Cost Proposal Bid Form - Attachment J
- \_\_\_\_\_ NYS Department of Health Lobbying Form - Attachment K
- \_\_\_\_\_ M/WBE Forms – Attachment N

## Attachment F

### NYS Early Intervention Family Initiatives Coordination Services Project Transmittal Letter

Enclose this letter with the Technical Proposal

Name of Bidder ( <i>Legal name as it would appear on a contract</i> )	
<b>Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:</b>	
Printed Name ( <i>First, Last</i> ):	Title:
Telephone number:	Fax number:
E-mail:	
<b>(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:</b>	
Printed Name ( <i>First, Last</i> ):	Title:

I attest to the following bid requirements:

The bidding entity has a minimum of five years' experience working with parents and other family members of children under age three or age with disabilities; at least three years' total experience in the following areas: facilitation of focus groups or advisory groups, and/or implementation of parent training or advocacy programs.

**Circle one: Yes No**

Does the bidding entity or its proposed subcontractors, consultants and volunteers have a business relationship(s) and/or ownership interest that may represent a potential conflict of interest for the bidder, as defined in Section IV.A.1 of the RFP?

**Circle one: Yes No**

If yes, please attach to this transmittal letter a description of all such relationships with a brief narrative of how the potential conflict of interest and/or the disclosure of confidential information relating to this contract will be avoided.

*\*Answering yes to the above question will not automatically disqualify the bidder. Each business relationship detailed will be reviewed to determine if a conflict of interest exists that would prohibit the Department from awarding the contract to the bidder.*

<b>Signature of Bidder or Authorized Representative</b>	Date:
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# ATTACHMENT G – Technical Proposal Cover Sheet

## NEW YORK STATE DEPARTMENT OF HEALTH Family Initiative Coordination Services Project

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

**ATTACHMENT H – Technical Proposal Work Plan  
Family Initiative Coordination Services Project**

**Name of Bidder:** \_\_\_\_\_

**Page No.:** \_\_\_\_\_

**[Copy or re-create form if extra pages are needed]**

<b>Deliverable</b>	<b>Activities to Meet Deliverable</b>	<b>Person(s) Responsible</b>	<b>Timeline for Completion</b>

# ATTACHMENT I – Cost Proposal Cover Sheet

## NEW YORK STATE DEPARTMENT OF HEALTH Family Initiative Coordination Services Project

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

## ATTACHMENT J – Cost Proposal Bid Form Family Initiative Coordination Services Project

**Bidder Name:** \_\_\_\_\_

**Page 1 of 2**

PART 1	A	+ B	+ C	+ D	+ E	x 2	= F
DELIVERABLES	Year 1	Year 2	Year 3	Year 4	Year 5		
	Cost per Session	x 2	<b>TOTAL 5-YEAR COST Part 1</b>				
Partners Training Session I: Webinar*	\$	\$	\$	\$	\$	x 2	\$
Partners Training Session II: Face-to-Face*	\$	\$	\$	\$	\$	x 2	\$
Partners Training Session III: Face-to-Face*	\$	\$	\$	\$	\$	x 2	\$
<b>TOTAL PART 1 COST</b>	\$	\$	\$	\$	\$	x 2	\$

PART 2	A	+ B	+ C	+ D	+ E	= F
DELIVERABLES	Year 1	Year 2	Year 3	Year 4	Year 5	
	Yearly Cost	<b>TOTAL 5-YEAR COST Part 2</b>				
Develop, maintain and coordinate on-line activities (excluding Session I Webinar)	\$	\$	\$	\$	\$	\$
Coordinate Travel and Related Expenses + Parent Travel and Child Care By Request = Final Yearly Travel and Related Expenses	\$ + \$1,000.00					
<b>TOTAL PART 2 COST</b>	\$	\$	\$	\$	\$	\$

PART 3	A	+ B	+ C	+ D	+ E	= F
DELIVERABLE	Year 1	Year 2	Year 3	Year 4	Year 5	<b>TOTAL 5-YEAR COST Part 3</b>
Administrative Support Services (not to exceed 10% of the grand total yearly bid price)	\$	\$	\$	\$	\$	\$

<b>GRAND TOTAL</b>	Total Part 1 Cost	+	Total Part 2 Cost	=	Grand Subtotal 5-Year Cost	+	Total Part 3 Administrative Services and Support	=	GRAND TOTAL 5-YEAR COST Parts 1, 2, and 3
	\$	+	\$	=	\$	+	\$	=	\$

**ATTACHMENT J Family Initiative Coordination Services Project  
COST PROPOSAL BID FORM**

Bidder Name: \_\_\_\_\_

**NOTE: When calculating the costs for each deliverable, please refer to the information provided in Section IV – B. Cost Proposal and the following assumptions:**

1. Bidders should estimate costs using 50 as the number of trainees for **each** training session.
2. Hotel accommodations should always be estimated based on double occupancy.
3. Meals for **each** Session II and Session III training should include 50 dinners, 50 breakfasts, and 50 lunches.
4. Bid prices should be based on a venue in the downstate region of New York State and held in the spring.

**Bid prices must be included for each deliverable and each year in the chart on page 1. Bids that do not include pricing for all deliverables and years will be disqualified.**

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 365 days from the last day to submit a proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**The Department reserves the right to adjust the number of trainings delivered under each component above.**

**ATTACHMENT J IS AVAILABLE AS A FILLABLE EXCEL FORM ON THE RFP FACE PAGE ON THE DOH WEBSITE [WWW.HEALTH.NY.GOV/FUNDING](http://WWW.HEALTH.NY.GOV/FUNDING) . BIDDERS ARE ENCOURAGED TO USE THE FILLABLE FORM.**



Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

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(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

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(Add additional pages as necessary)

B. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**ATTACHMENT L – NYS Department of Health No-Bid Form**

**PROCUREMENT TITLE:** Family Initiative Coordination Services Project

**RFP #**1112160327

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:

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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.

## ATTACHMENT M – 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 N – NYS Department of Health M/WBE Procurement Forms**

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

### **Submitted with Bid:**

M/WBE Form#1: Bidder's M/WBE Utilization Plan

M/WBE Form#2: M/WBE Waiver Request

M/WBE Form#4: M/WBE Staffing Plan

M/WBE Form#5: Equal Employment Policy Statement - Sample

### **Submitted by Successful Bidder Only:**

M/WBE Form#3: QUARTERLY UPDATE - M/WBE CONTRACTOR  
COMPLIANCE & PAYMENT Report

M/WBE Form#6: M/WBE Workforce Employment Utilization Report

- M/WBE Form #1 -  
**New York State Department of Health**

**BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN**

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title: Family Initiative Coordination Services Project</b>	<b>RFP/Contract No. 1112160327</b>

**Description of Plan to Meet M/WBE Goals**

**PROJECTED M/WBE USAGE**

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

**New York State Department of Health  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 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  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 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:

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

**- M/WBE Form #2 -  
New York State Department of Health**

**M/WBE UTILIZATION WAIVER REQUEST**

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title: Family Initiative Coordination Services Project</b>	<b>RFP/Contract No. 1112160327</b>

**Explanation why Bidder/Contractor is unable to meet M/WBE goals for this project.:**

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**Include attachments below to evidence good faith efforts:**

- Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- Attachment F. Other information deemed relevant to the request.

**Section 4: Signature and Contact Information**

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

- M/WBE Form #3 -  
**New York State Department of Health**  
**QUARTERLY UPDATE**  
**M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT**

<b>Contractor Name:</b>	
<b>Contract Title:</b>	<b>Contract No.</b>

**TOTAL PROJECTED M/WBE USAGE (from original M/WBE Utilization Plan)**

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

**ACTUAL M/WBE USAGE\* AS OF \_\_\_\_\_ (insert date)**

	%	Amount
1. Total Dollar Value Completed to date	100	\$
2. MBE Utilization to date		\$
3. WBE Utilization to date		\$
4. M/WBE Combined Utilization to date		\$

\* Report usage from contract start date to quarterly end-date inserted above.

**Explain any deficiencies in attaining M/WBE goals in the space below:**

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

- M/WBE Form #4 -  
**New York State Department of Health**  
**M/WBE STAFFING PLAN**

Check applicable categories:     Project Staff         Consultants  
     Subcontractors

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

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

\_\_\_\_\_  
 (Name and Title)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 Date

- M/WBE Form #5 -  
**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

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

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

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

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

(b) This organization shall state in all solicitation 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 disability or marital status.

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

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

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

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature & Date

- M/WBE Form #6 -  
**New York State Department of Health**  
**WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Check applicable categories:       Project Staff       Consultants  
     Subcontractors

Contractor Name \_\_\_\_\_ Contract # \_\_\_\_\_

**Staff Used on Contract for the quarter**     /     /     to     /     /    

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

**Explain variances from original staffing plan submitted in the space below:**

\_\_\_\_\_

(Name and Title)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Date

**Attachment O**

**SAMPLE STANDARD NYS CONTRACT LANGUAGE AND APPENDICES**

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address): .

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE:12000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:

TO:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMELY. FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

STATUS:

CONTRACTOR IS ( ) IS NOT ( ) A SECTARIAN ENTITY

CONTRACTOR IS ( ) IS NOT ( ) A NOT-FOR-PROFIT ORGANIZATION

( ) IF MARKED HERE, THIS CONTRACT'S RENEWABLE FOR \_\_ ADDITIONAL ONE-YEAR PERIOD(S) AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE COMPTROLLER.

CONTRACTOR IS ( ) IS NOT ( ) A N Y STATE BUSINESS ENTERPRISE

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

Precedence shall be given to these documents in the order listed below.

- APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
APPENDIX Q Modification of Standard Department of Health Contract Language
STATE OF NEW YORK AGREEMENT
APPENDIX D General Specifications
APPENDIX B-1 Questions and Answers
APPENDIX B Request For Proposal (RFP)
APPENDIX C Proposal
APPENDIX E-1 Proof of Workers' Compensation Coverage
APPENDIX E-2 Proof of Disability Insurance Coverage
APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
APPENDIX G Notices
APPENDIX M Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

Contract No.:

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

_____	.	_____
CONTRACTOR	.	STATE AGENCY
	.	
	.	
_____	.	_____
By: _____	.	By: _____
	.	
_____	.	_____
Printed Name	.	Printed Name
	.	
Title: _____	.	Title: _____
	.	
Date: _____	.	Date: _____
	.	
	.	State Agency Certification:
	.	"In addition to the acceptance of this contract,
	.	I also certify that original copies of this
	.	signature page will be attached to all other
	.	exact copies of this contract."
	.	
_____	.	_____

STATE OF NEW YORK     )  
   )SS.:  
 County of \_\_\_\_\_)

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
 (Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE	.	STATE COMPTROLLER'S SIGNATURE
_____	.	_____
Title: _____	.	Title: _____
	.	
Date: _____	.	Date: _____

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York Department of Health (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Commissioner of Health.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" include all Appendix B documents as marked on the face page hereof.
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment:
  - .
  - .
- B. Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-486-1255. 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, 9<sup>th</sup> Floor  
Albany, NY 12236

### III. Term of Contract

- A. Upon approval of the Commissioner of Health, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. This agreement may be canceled 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 canceled.

### IV. Proof of Coverage

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:

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
  - 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
  - 2. 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
  - 3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  
- B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
  - 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
  - 2. DB-120.1 – Certificate of Disability Benefits Insurance OR
  - 3. DB-155 – Certificate of Disability Benefits Self-Insurance

V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
  
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and

copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development  
Division for Small Business  
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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

**Agency Code 12000**  
**APPENDIX X**

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

**This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.**

**This amendment makes the following changes to the contract (check all that apply):**

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is*\_\_ *is not*\_\_ a contract renewal as allowed for in the existing contract.

**All other provisions of said AGREEMENT shall remain in full force and effect.**

**Prior to this amendment, the contract value and period were:**

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Value before amendment) (Initial start date) (Initial end date)

This amendment provides the following modification (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(All years thus far combined) (Initial start date) (Amendment end date)



## 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 specifications, 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, e-mail, 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 shall 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 allowance 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:
- 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;
  - 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;
  - 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 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. 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 for use 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.
- N. Date/Time Warranty
1. Definitions: For the purposes of this warranty, the following definitions apply:  
  
"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, 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.  
  
"Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the 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) 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. Date/Time Warranty Statement  
  
Contractor warrants that Product(s) furnished pursuant to this Contract 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) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.  
  
Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing). Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.  
  
This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.
- O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- 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 judgment 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 judgment 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. 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 whom 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.

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 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 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.

## Appendix H

for CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. “Business Associate” shall mean CONTRACTOR.
  - B. “Covered Program” shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
  - C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    5. Contact procedures for Covered Program to ask questions or learn additional information.
  - E. Business Associate agrees to ensure that any agent, including a subcontractor, to

whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

- F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
- G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
- H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
- K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.

### III. Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
- B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- C. Business Associate may disclose Protected Health Information as Required By Law.

### IV. Term and Termination

- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by

Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.

C. Effect of Termination.

1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided,

however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

## **Appendix G**

### **NOTICES**

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

## APPENDIX M

### **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

#### **I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  4. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO

programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Form #6 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or

subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### **V. Waivers**

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
  
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
  
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.