

NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

RFP No. 15728

Training Services for the Bureau of Supplemental Food Programs

Schedule of Key Events

RFP Release Date	September 23, 2014
Written Questions Due	October 10, 2014
Response to Written Questions (on or about)	October 24, 2014
Letter of Interest Due (optional)	October 24, 2014
Proposal Due Date	November 7, 2014 at 3pm ET
Anticipated Contract Start Date	May 1, 2015

Contacts Pursuant to State Finance Law § 139-j and 139-k

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section F. 11 of this solicitation.

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A. INTRODUCTION

This Request for Proposals (RFP) seeks proposals from established training entities to develop and implement a training program for staff of the New York State Department of Health (NYS DOH), Division of Nutrition (DON), and Bureau of Supplemental Food Programs (BSFP). The BSFP administers the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and the Vendor Management Agency (VMA). The contract awarded in response to this RFP will be for a period of five years.

It is estimated that annually as many as 1,650 staff from 93 local WIC sites (referred to as local agencies) will be involved in this training program as well as an additional 80 State staff. Approximately 70% of local agency staff are located in the New York City metropolitan area. Training topics are best described as a range of nutrition and health-focused activities that utilize all available modalities to meet subject matter needs. Trainings shall be provided statewide. This RFP describes to potential bidders the anticipated training needs of the DOH. The actual training needs may vary. All quantities identified in the RFP are best estimates, actual quantities may vary during the contract term. This will be done annually when the new training schedule for each contract year is established by the BSFP. The awarded Contractor shall only be paid for actual costs/deliverables.

The selected Contractor will be required to assume responsibility for all services offered in the proposal (see the Detailed Specifications section), whether or not that proposer produces the services required by this RFP. Any subcontract or assignment of the contract must receive the prior written approval of the DOH. The planned use of any and all subcontractors must be clearly explained in the proposal. The Contractor must ensure that all subcontractors abide by all terms and conditions of the contract. Prior approval is also required for any cost or term amendment to approved subcontracts.

B. BACKGROUND

The Bureau of Supplemental Food Programs' mission is to improve the nutrition and health status of income eligible women, infants and children who are at-risk by providing nutritious food; nutrition and health education; and referrals to health and human services. The two Programs administered by the BSFP are:

1. Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

Congress established the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in 1972 to serve low-income pregnant women, new mothers, and children less than five years old who are at medical and/or nutritional risk. The WIC Program provides nutrition education and counseling; breastfeeding support; supplemental foods that are a good source of the essential nutrients often missing from the diets of women and young children; and referrals, if necessary, for health and social services. WIC's purpose is to improve pregnancy outcomes, promote optimal growth and development for infants and children, and influence lifetime nutrition and health behaviors.

This highly regulated, complex program addresses the needs of a specific population and is administered under agreement with the United States Department of Agriculture (USDA). The NYS WIC Program provides approximately \$500 million per year in food benefits and is authorized to serve approximately 500,000 participants monthly through 93 local agencies operating 400 service sites that employ an estimated 1,650 local agency staff. There are approximately 800 Competent Professional Authorities who are responsible for determining participant nutritional risk, providing participant-centered nutrition education, prescribing supplemental food packages and providing necessary referrals. There are approximately 850 program support staff that provide either managerial oversight of clinic operations or administrative support in the local agencies. The NYS WIC Program employs an additional 80 state staff. Staff often grow professionally through their work in WIC – gaining confidence, learning new job skills, and moving on to other positions within the program or private sector. The ever-changing organization assures that there always will be people who need to be trained – from the basic elements of the program to the more complex training components.

Basic Elements of the Program:

a. Breastfeeding Promotion and Support

The WIC Program actively supports and encourages breastfeeding. All WIC local agencies currently offer breastfeeding peer counseling programs. In addition, the website www.breastfeedingpartners.org is available to support breastfeeding in the NYS WIC Program.

b. Healthy Lifestyles

Nutrition education is a core component of the WIC Program. WIC staff assist participants in making positive behavior changes that result in lifelong healthy eating habits and being physically active.

c. Participant-Centered Services

Participants are supported and encouraged based on their concerns, needs and interests. Providing services designed with participants' needs in mind can result in increased positive behavior change and more satisfied participants and staff.

d. Certification and Issuance of Food Benefits

Participants are certified for participation in the WIC program and issued computer-generated checks that provide a carefully prescribed age appropriate package of supplemental foods.

2. WIC Vendor Management Agency (VMA)

The WIC Vendor Management Agency (VMA) is responsible for assisting the NYS DOH in managing the retail food delivery system, which is a critical component of the WIC Program. The WIC VMA must ensure an adequate number of vendors (retail food stores and pharmacies) are authorized for convenient participant access to obtain prescribed WIC foods. The WIC VMA is responsible for conducting all activities related to the oversight and management of the vendors including application processing and authorization, monitoring and training to ensure compliance with USDA and State requirements, and entering into contracts and their reauthorization every three years. The VMA staff are required to participate in training.

C. DEFINITIONS

- **Continuing Education Unit (CEU)** - a measure of continuing education used to document training.
- **Continuing Education Recognition Point (CERP)** – the measurement of continuing education for CLCs and IBCLCs.
- **Certified Lactation Counselor (CLC)** – A person who has received training and competency verification in breastfeeding and human lactation support.
- **Continuing Professional Education Unit (CPEU)** – the measurement of continuing education for RDs and DTRs.
- **Dietetic Technician, Registered (DTR)** – A food and nutrition practitioner educated and trained at the technical level of nutrition and dietetics practice.
- **International Board Certified Lactation Consultant (IBCLC)** – a health care professional who specializes in the clinical management of breastfeeding.
- **Registered Dietitian (RD)** – An individual who has met academic and professional requirements and is recognized as the food and nutrition expert.

D. DETAILED SPECIFICATIONS

In implementing the training services as described in the RFP, the Contractor should be prepared to manage all aspects of the day-to-day operations of a statewide training program including, but not limited to:

- Utilizing state-of-the-art training methods and multiple training modalities to train large numbers of professional and clerical staff
- Providing qualified training and administrative staff
- Completing Annual Workforce Needs and Competency Evaluation
 - Identify knowledge requirements and core competencies for local agency staff
 - Assess staff competencies
 - Analyze results of competency based assessment
 - Issue report of findings to DOH, identifying potential training needs based on core competency deficiencies
 - Monitor the impact of competency based trainings on staff performance
 - Provide impact summary reports to DOH on a schedule to be determined by DOH

- Administering training programs
 - Identify training locations
 - Obtain approval for Continuing Education Unit credits
 - Carry out training registration
 - Publicize all scheduled presentations
 - Develop the training schedule
 - Disseminate the training schedule to Local Agencies
 - Develop and maintain a website for the provision of on-line training registration and training delivery services management
 - Maintain the breastfeeding partners website

1. Organizational Qualifications

The Contractor should utilize state-of-the-art training methods and multiple training modalities to train large numbers of staff (professional and clerical) on a variety of topics. Additionally, the Contractor must be able to meet deadlines, accomplish independent goals within a limited timeframe, and possess the knowledge, skills, and drive to produce high-volume, multi-focused trainings. Ideal instructors will be detailed and creative and will possess experience that is relevant to the task(s) at hand, including familiarity with conducting and/or managing training programs and working with subcontractors.

2. Staffing

Contractors utilizing existing personnel (including subcontractors) involved with this training program should include documented evidence in their proposal of their staff's knowledge and experience in training. For new staff, Contractors should provide job postings with the minimum qualifications necessary for the position (including Subcontractors). Please note that all staff will be required to travel, primarily within NYS, including overnights and travel to areas that may not be served by public transportation.

a. Project Manager

The Contractor must provide a full time project manager dedicated to the management of this contract. This individual will not be utilized for conducting trainings of any kind; however, they are expected to oversee the development, revision and implementation of trainings. The project manager will be available from 9:00 am to 5:00 pm Monday through Friday to interact with DOH management. The project manager will act as liaison regarding training calendar development, curricula development, online computer-based training development, webinar development, training locations, training implementation, human resources, website maintenance, monthly vouchers, and supporting documentation/report submission, logistics and decisions regarding contract issues. The project manager will be appointed by the Contractor and must be approved by the DOH. This manager will have the authority to speak for the Contractor and will be the primary person with whom the DOH conducts all business-related tasks to be performed under this contract. It is expected that the project manager will have the ability to quickly resolve any problems that arise during the contract period.

These are the preferred qualifications:

Position: Project Manager: 1 full-time
Experience with planning, organizing, and developing training curricula.
Experience overseeing the implementation of participant-centered adult trainings.
General knowledge and experience in administration and business management. Preference given to those with five years of administrative experience in a health field, of which at least three years are in contract management.
Proficiency with verbal and written communication.
Baccalaureate degree or Master's degree. Preference given to those with higher degrees and health and education related majors.

b. Additional Staff

Key staff positions include a Registered Dietitian with technical expertise in nutrition and an Information Technology specialist with the preferred qualifications outlined below. These positions can either be contractor staff positions or subcontractors. All proposed staffing positions must be approved by DOH; DOH reserves the right to approve all postings.

Registered Dietitian
Experience with implementing nutrition policies and procedures, and interpreting regulations and program directives. Preference given to those with full-time professional experience as a dietitian/nutritionist in a Public Health Program.
Experience developing and revising training curricula.
Experience conducting participant-centered trainings with adults.
Preference given for experience with administrative and technical activities in support of public health nutrition programs.

Information Technology Consultant
Experience providing input regarding system development/enhancements.
Experience providing support and technical expertise regarding equipment and system issues (equipment and networking troubleshooting skills).
Experience setting up equipment and/or installing software/data lines. Preference given to those with 1-3 years of experience.
Experience developing and maintaining websites.
Experience with a web-based learning management system for the administration and management of computer-based training.

3. Training Methods and Modalities

The Contractor must provide a variety of methods for delivering the statewide training as further described in the RFP. Depending on the specific training component, training shall be delivered using the traditional classroom training format; workshop training; webinar training; on-site Local Agencies training; archived webinar training and online computer-based training. The Contractor must have the experience and competency to develop and deliver training and technical assistance including, but not limited to, these modalities:

Modality	Expected Class Size Range
<p>Classroom Trainings Face-to-face events in classrooms with instructor(s) teaching specified curriculum to groups of trainees. Certificates of completion and applicable continuing education unit credits will be provided.</p>	15 - 30
<p>Workshop Training This type of training is delivered face-to-face presentation-style to large audiences. It will include an expert keynote presentation each day for the entire group and multiple smaller break-out workshops for participants to choose from. Certificates of completion and applicable continuing education unit credits will be provided.</p>	75 - 200
<p>Webinar Trainings This type of training is delivered by way of the internet with participants watching a visual presentation on a computer monitor and listening to the instructor(s) talk live by way of an audio stream or by telephone. Participants should have the ability to ask, email or text questions to the instructor(s). Printable certificates of completion and applicable continuing education unit credits will be provided.</p>	30-600
<p>On-site Local Agency Training May be required in the event of staffing deficiencies and/or identified training deficits. Local agency staff may need on-site evaluation and training to improve productivity and comply with program requirements. Trainings may range from 1-5 days. This type of training will be conducted at a WIC Local Agency. Certificates of completion and applicable continuing education unit credits will be provided.</p>	3 – 30
<p>Archived Webinar Trainings Webinar trainings provided under this contract are recorded and posted to the WIC training website maintained by the Contractor for viewing by WIC Local Agency and NYS DOH staff. Webinar trainings in the Bidder’s Library will also be posted to the WIC training center website for viewing by WIC Local Agency and NYS DOH staff. Printable certificates of completion and continuing education unit credits will be provided for all archived webinars.</p>	N/A
<p>Online Computer-Based Training Online self-paced learning modules with interactive technology. Printable certificates of completion and applicable continuing education unit credits will be provided.</p>	N/A

4. Training Services

All estimates within this RFP are based on the past, current, and estimated future needs of trainees, including local agency, vendor and state staffs.

The Contractor will develop and provide trainings in the online computer-based or webinar modality each year as directed by DOH. The Contractor will also provide required trainings in the classroom training modality as directed by DOH until the new online computer-based modalities are developed. Refer to the tables that follow.

The Contractor will be required to meet the highly specialized training needs of the DOH, including the delivery of tailored, topic-specific training for DOH state, local agency and vendor management staff. The Contractor will work with DOH management to determine the number of classroom, workshop, webinar and online computer-based trainings, topics and locations. It is anticipated that some trainings will be offered more frequently than others. Please see the Bidder's Library for information regarding existing training curricula.

Training needs are determined annually. Training needs may be modified on an on-going basis between DOH and the Contractor, based on training demand through-out the contract period. The DOH reserves the right to determine and/or change the size of all classes. The Contractor is responsible for providing all training materials related to each of the following training topics listed.

The following tables reflect the estimated annual training needs of the DOH. The total training day units for classroom and workshop trainings, number of online computer-based trainings, and number of webinars are not guaranteed in any year of the contract. The course hours for online computer-based training are estimates and when these trainings are actually developed they may be shorter or longer than these estimates. The online computer-based training course hours are not guaranteed in any year of the contract. The DOH reserves the right to revise the number of trainings and/or length of each topic, and the Contractor must have the flexibility to accommodate this. A historical training summary is included in this RFP as Attachment 10; however, the online computer-based training and webinar modalities are new to this RFP. Use of new training technology may impact estimated or future projections. It is anticipated that additional training topics may be developed for classroom, webinar and online computer-based modalities during the contract period.

Training topics may include but are not limited to the following listed on the next page:

Classroom Modality

Training Topic	Estimated Length (days)	Estimated Total Units (Classroom Training Days)	CPEUs for RDs and DTRs	CERPs for CLCs and IBCLCs
Breastfeeding: It's What We Do! Competencies for Clerical Staff	1	4	Y	Y
Breastfeeding: It's What We Do! Basic Competencies for CPA Staff	1	4	Y	Y
Building Skills: Assessing and Counseling Breastfeeding Mothers	1	3	Y	Y
Building Skills for the CPA: Conducting a Breast Pump Assessment	1	6	Y	Y
*Lactation Counselor Training Course	5	5	Y	Y
High Risk Care	2	8	Y	N
Rapport Building and Behavior Change (Prerequisite to Interviewing)	2	6	Y	N
Interviewing Skills for Behavior Change	2	6	Y	N
NYS Growth and Monitoring (Anthropometry)	1	3	Y	N
Participant Centered Nutrition Assessment	1	3	Y	N
Participant Centered Group Facilitation	2	6	Y	N
Advanced Formula Training	1	8	Y	N
Fit WIC Basic	1	3	Y	N
Offer as Classroom Training Year 1 and Online Modality Years 2-5				
Income Assessment and Reassessment for Staff Who Determine Income Eligibility	1	3	N	N
Income Assessment and Reassessment for Coordinators and Site Managers	1	1	N	N
Develop and Offer				
Series of 3 **WIC Learning Community (topic to be determined)		6	Depends on topic	Depends on topic
1 st in series of 3	2			
2 nd in series of 3	2			
3 rd in series of 3	2			
Vendor Management Agency Staff Training (topic to be determined)	1	1	N	N
To Be Determined - #1	1	12	Depends on topic	Depends on topic
To Be Determined - #2	1	12	Depends on topic	Depends on topic

*The Certified Lactation Counselor Training Course is a 45 hour evidence based, lactation management course that concludes with a comprehensive examination. Individuals who complete this course and pass the examination earn the Certified Lactation Counselor (CLC) certification.

** The WIC Learning Community is an innovative and collaborative six to eight month learning opportunity for twelve to fifteen WIC local agency teams. Each team consists of three to four members, and they come together for a minimum of three facilitated face to face trainings and four webinars. Using a performance management framework, the WIC Learning Community members will work together to consider challenges and best practice associated with an identified service or task.

Online Computer-Based Modality Year 1

Training Topic	Estimated Course Hours	CPEUs for RDs and DTRs	CERPs for CLCs and IBCLCs
Develop and Offer			
Basic Training for Clerks	6	N	N
Basic Training for CPAs	6	N	N
Develop			
Manual Check Issuance	4	N	N
Proration, Return and Reissue	3	N	N
Civil Rights	1	N	N
To Be Determined	2	Depends on topic	Depends on topic

Convert from Classroom to Online Computer-Based			
Income Assessment and Reassessment for Staff Who Determine Income Eligibility	3	N	N
Income Assessment and Reassessment for Coordinators and Site Managers	3	N	N
Connecting the Docs	2	N	N
Understanding Baby's Feeding Cues	2	Y	Y
Finessing the Front Desk	2	N	N
Enhancing Customer Service	2	N	N
16 & Pregnant: Providing WIC Services to Adolescents	2	Y	N

Online Computer-Based Modality Annually in Years 2-5

Training Topic	Estimated Course Hours	CPEUs for RDs and DTRs	CERPs for CLCs and IBCLCs
Develop			
To Be Determined	2	Depends on topic	Depends on topic
To Be Determined	3	Depends on topic	Depends on topic
Convert from Classroom to Online Computer-Based			
To Be Determined	2	Depends on topic	Depends on topic
To Be Determined	2	Depends on topic	Depends on topic

Webinar Modality – Year 1

Training Topic	Estimated Length (hours)	CPEUs for RDs and DTRs	CERPs for CLCs and IBCLCs
It’s Not Me It’s You – Working with Difficult People	2	N	N
Mental Health and Substance Abuse – Issues in WIC	2	N	N
Series of 4** WIC Learning Community (topic to be determined)		Depends on topic	Depends on topic
1 st in a series of 4	2		
2 nd in series of 4	2		
3 rd in series of 4	2		
4 th in series of 4	2		
Vendor Management Agency Staff #1 (topic to be determined)	2	N	N
Vendor Management Agency Staff #2 (topic to be determined)	2	N	N
To Be Determined	2	Depends on topic	Depends on topic

Webinar Modality Annually Years 2-5

Training Topic	Estimated Length (hours)	CPEUs for RDs and DTRs	CERPs for CLCs and IBCLCs
Series of 4 WIC Learning Community (topic to be determined) 1 st in a series of 4 2 nd in a series of 4 3 rd in a series of 4 4 th in a series of 4	2 2 2 2	Depends on topic	Depends on topic
Vendor Management Agency Staff #1 (topic to be determined)	2	No	No
Vendor Management Agency Staff #2 (topic to be determined)	2	No	No
Cultural Diversity	2	Depends on topic	Depends on topic
Improving Communication with Spanish Speaking Participants	2	Depends on topic	Depends on topic
To Be Determined	2	Depends on topic	Depends on topic
To Be Determined	2	Depends on topic	Depends on topic
To Be Determined	2	Depends on topic	Depends on topic
To Be Determined	2	Depends on topic	Depends on topic

Workshop Modality

Training Topic	Estimated Length (days)	Estimated Total Units (training days)	CPEUs for RDs and DTRs	CERPs for CLCs and IBCLCs
Develop and Offer Annually the WIC Managers' Workshop (topics to be determined)	2 each year	2 each year	Depends on topic	Depends on topic

On-site Local Agency Training

Training Topic	Estimated Length (days)	Estimated Total Units (training days)	CPEUs for RDs and DTRs	CERPs for CLCs and IBCLCs
Topics to be determined	Min – 1 Max - 10	10 per year	Depends on topic	Depends on topic

The current curricula exist in classroom format only. Refer to Bidder's Library. The Contractor will need to convert existing classroom curriculum to Online Computer-Based trainings as outlined in the preceding tables.

Note: The Contractor will be paid based on the actual delivery method utilized for each training; however, delivery methods of the training may change from one modality to another through-out the term of contract. Please see (Modalities) for a description.

a. Identify Instructors

The Contractor will be responsible for identifying instructors to lead and/or develop the trainings to be delivered under this contract and should demonstrate competency at this task within their response. Instructors may include paid and unpaid consultants. All instructors must be approved by DOH; DOH reserves the right to approve all job postings. The Contractor may subcontract with instructors as previously described in the introduction of this RFP regarding topics that could include, but are not limited to, certified lactation counseling, nutrition topics, drug/alcohol/substance abuse, healthy lifestyles, Value Enhanced Nutrition Assessment (VENA), participant-centered nutrition services and civil rights.

b. Training Curricula and Materials

The DOH has currently approved training curricula for classroom trainings. Review the Bidder's Library for information regarding existing training curricula. The training content consists exclusively of pertinent information intended to enhance WIC staff knowledge and application of federal regulations and state policies and procedures. The online computer-based training is currently not available and will need to be developed by the Contractor. The DOH may instruct the Contractor to make curriculum updates or revisions, including all related training materials (e.g., training agendas, curricula, slides, handouts, etc.) based on changes in laws, regulations, training evaluation data or DOH determination. The Contractor will be required to meet all training requests of the DOH. The topic areas will be identified through local agency training needs assessments, federal and state regulations and mandates, DOH recommendations, management evaluations, the WIC Association of NYS, Inc. and other methods.

The Contractor will be required to develop new training curricula and/or series of trainings as directed by the DOH. The training content will consist of pertinent information intended to enhance WIC staff knowledge and application of federal regulations and state policies and procedures. Copies of training materials will be formally submitted electronically and in hard copy at the completion of the development of training. All course content and materials will be reviewed and approved by DOH prior to use. All materials developed with funds from this contract will become the sole property of the NYS DOH and may not be used by the Contractor outside of this project in any manner to generate profit. All new and existing curricula will be provided by the Contractor to DOH upon request. The Contractor should incorporate the latest training technologies as they evolve.

The Contractor will be responsible for development, coordination, reproduction, and distribution of all training materials required to effectively deliver training programs.

The Contractor will be required to develop and provide access to asynchronous computer training programs (e.g., DVDs, online courses, and archived webinars) that do not require the presence of a live instructor(s) and can be used at the trainees' convenience in terms of time and location. The training materials must reinforce the learning.

5. Completing Annual Workforce Needs and Competency Evaluation

To ensure that all staff is proficient in the skills required to support the WIC program, the Contractor will identify core competency standards for state and local agency staff in accordance with federal and state policies, regulations, and USDA staffing requirements. The Contractor will complete a staff assessment of core competencies and work with DOH to plan and prepare trainings based on the results of the assessment. Within 120 calendar days of contract start date, the Contractor will develop an agency workforce needs and competency assessment plan and submit to DOH for approval.

The submitted plan will include detailed strategies as to how the contractor will:

- identify knowledge requirements and core competencies for local agency staff;
- assess staff competencies;
- issue report of findings to DOH, identifying potential training needs based on competency deficiencies;
- develop and implement trainings per DOH request;
- monitor impact of competency based trainings on staff performance; and,
- provide impact summary reports to DOH on a schedule to be determined by DOH.

The Contractor will conduct an assessment of workforce core competencies annually, with DOH selecting a different category of staff to be assessed each year. Some of the staff categories are comprised of smaller subcategories.

The Competent Professional Authority (CPA) category is made up of three subcategories: CPA 1, CPA 2 and CPA 3. The Program Support category is made up of two major subcategories: managerial staff and clerical staff.

There are approximately 800 CPAs, and they are responsible for determining nutritional risk, providing participant-centered nutrition education, prescribing supplemental food packages and providing necessary referrals. The 40 CPA 1's provide low risk care; the 140 CPA 2's provide moderate risk care; and the 620 CPA 3's provide high risk care to participants.

There are approximately 850 Program Support staff. The 150 managers provide supervisory oversight, and the 700 program assistants provide administrative support in the local agencies.

DOH will identify the staffing category that the contractor will assess each year of the Contract. In year one, core competencies will be identified and assessed for CPA 3's.

6. Administration of Training Programs

The Contractor will have full responsibility for training events including all logistical support such as publicity, information dissemination, registration, and site arrangements.

a. Identify Training Locations

The Contractor must provide a minimum of six field training locations- three in the New York City

Metropolitan Region (includes Long Island, and the counties of Rockland, Orange, Putnam, Westchester, Sullivan, Dutchess and Ulster) and three outside of the Metropolitan Region. Attachment 11 provides for an estimate of staff concentration in each county. The training venue must be appropriate to the specific attendee volume and in a safe environment which is conveniently located and easily accessible. All facilities selected will be required to comply with requirements under the Americans with Disabilities Act (ADA). The DOH reserves the right to reject proposed training sites and require the Contractor to identify alternative sites acceptable to DOH. The Contractor may not utilize WIC local agencies as training locations without prior approval from the DOH.

b. Continuing Education Unit (CEU)

The Contractor will obtain approval for CEU credits when applicable (as determined by the DOH). The DOH will provide a list of disciplines and contact information for obtaining CEU credits.

It is anticipated that the Contractor will become a Continuing Professional Education (CPE) Accredited Provider with the Commission on Dietetic Registration and issue CPEU hours for applicable trainings conducted for Registered Dietitians and Dietetic Technicians. Currently, the application fee for this 3 year accreditation is \$250, and the annual maintenance fee is \$300.

It is anticipated that the Contractor will become a short term provider of Continuing Education Recognition Points (CERPs) with the International Board of Lactation Consultant Examiners (IBLCE). Currently, the fee to provide 1-4 CERPs is \$55, and the fee to provide 4.1 – 8 CERPs is \$90.

c. Trainee Registration

The Contractor will be required to have the ability to register trainees for trainings by telephone, mail, e-mail, online and fax. The Contractor will be required to verify that staff attempting to register for trainings are in appropriate titles as designated by DOH to attend the trainings before accepting the registrations. The Contractor will notify DOH when staff whose titles are not on the DOH designated trainee list attempt to register; the DOH may at its discretion approve training to these individuals.

The Contractor shall send all trainees and their supervisors a registration confirmation within a reasonable time prior to the training as described by the Bidder. The Contractor shall also describe and implement a wait-list policy for ensuring follow-up to trainees who are registered and subsequently closed out of a training session due to full enrollment or cancelation.

The Contractor must provide the necessary security measures to ensure any sensitive data submitted by the registrants will not be available to outside entities.

d. Publicize all Scheduled Presentations

The Contractor will be responsible for publicizing all scheduled presentations and the training schedule.

e. Training Schedule

The Contractor will be required to develop an annual training schedule and calendar that meets the DOH training needs and registration forms. The training schedule must be approved by DOH prior to release. The Contractor will provide DOH with an updated training calendar on a monthly basis.

f. Disseminate Schedules

Schedules will be provided to WIC staff statewide via the training website by the Contractor.

g. Document Training Sessions

The Contractor will be required to maintain and submit monthly summary reports that detail demographics (e.g., the names and locations of all trainings provided and the attendance sheets with signatures, titles, agency names, and agency numbers for all attendees for each day of training, etc.) and the number and type of all continuing education credits issued.

7. Website Maintenance and Development

The Contractor must have the capacity to have a dedicated website for managing training delivery services. The website will be supported by a web-based Learning Management System (LMS) for the administration and management of the training as described in this RFP. The LMS functionality will include, but not be limited to, online training announcements and trainee self-service registration; registration confirmation; wait-list management; the provision of online learning (computer-based training and webinars) including synchronous and asynchronous; pre/posttests (if required); evaluation tools; and the distribution of certificates of completion and applicable continuing education unit credits. The LMS will also provide a reference library of all current training materials for each component including, but not limited to, course outlines and agendas; PowerPoint presentations; handouts; desk aids; and other resource tools as developed.

The Contractor will be responsible for having a training website functional within sixty (60) days of the date the Department notifies the successful bidder of contract approval. The Training website must be reviewed and approved by the DOH prior to going live.

The United States Department of Agriculture (USDA) owns the trademark for the acronym “WIC” to prevent confusion in the marketplace about the relationship of the WIC Program with non-WIC organizations and products. The website should clearly indicate that the training center is not affiliated with or endorsed by the USDA.

The Contractor will also assume responsibility for the maintenance of the existing breastfeeding website, www.breastfeedingpartners.org. The Contractor will not use the website, its name or logo for their own purpose or marketing strategies.

The Contractor will be responsible for maintaining both the training and the breastfeeding websites. The Contractor will not use either of these websites to promote themselves or advertise Contractor

services outside of this contract. Website maintenance fees include general administration, oversight and maintenance of the sites that may be required by the Contractor as well as administrative and course management for any online training components and webinars.

The ongoing maintenance will include, but is not limited to, removal of outdated material; the addition of updated materials and related links; the addition of pictures, pages and module updates; punctuation and text edits; content reorganization; the addition of multimedia content; checking all hyperlinks for functionality; and any other activities necessary to maintain accuracy, relevance, and functionality.

8. New Curricula Development

Based on changes in federal and state laws, regulations and guidance or training needs assessment data, the Contractor, in conjunction with DOH staff, will be responsible for developing new training curricula, including all related ancillary training materials for classroom, workshop, online computer-based, webinar and on-site local agency training. The Contractor shall be responsible for meeting the training requests from the DOH. All training curricula and associated training materials developed with funds from this contract will become the sole property of the DOH and may not be used in any way outside of this project to generate income.

New Curricula development activities must be at the direction of the DOH. The following processes are expected to be included as part of these activities:

- a. An initial meeting, and subsequent meetings if needed, between the DOH and Contractor staff will take place to discuss goals, objectives and key content areas of the training. These meetings can take place either by way of conference calls or in-person, depending on the nature of the training topics.
- b. The Contractor will develop a preliminary training outline that includes the following:
 - Outline of content areas;
 - Definition of clear and measurable goals and objectives;
 - Description of teaching methodologies and modalities;
 - Listing and description of all training materials to be used as part of the training;
 - Description of pre/post-testing measurements, if required;
 - Expected length of training; and
 - Proposed instructors for the delivery of the classroom training.
- c. The Contractor will submit a training outline to the DOH for review and approval. The DOH reserves the right to request revisions to any areas.
- d. The Contractor will proceed with the development of a draft curriculum including a trainer and trainee manual, if applicable, once the deliverables cited above have been approved.

- e. The trainer manual shall, at a minimum contain:
 - A training agenda, goals and trainee outcomes/competencies;
 - Speaker notes, materials needed, course activities (if required);
 - Methodologies, pre/post-tests (if required), trainee evaluation tool, handouts and PowerPoint presentation; and
 - All ancillary items required for training activities.
- f. The trainee manual shall, at a minimum, contain:
 - Title page;
 - Agenda;
 - Table of contents (paginated content areas noted);
 - Introduction to the manual clearly outlining the overall goals and objectives of the training;
 - Content sections presented in narrative form or expanded outlines with major points;
 - Copies of handouts, PowerPoint presentations, case studies and any other training resource materials; and
 - Pre/post tests (if required) and trainee evaluation tool.
- g. The DOH will review all draft curriculum materials and advise the Contractor if any revisions are needed. The Contractor will complete the development of the training incorporating any revisions that have been directed by the DOH.
- h. The training outline and both trainer and trainee manuals, if applicable, including any ancillary training materials for in-person classroom and/or workshop, and/or online computer based trainings and/or webinar, and/or on site local agency training shall then be re-submitted to the DOH electronically.
- i. The Contractor will deliver a pilot training to WIC local agency staff and/or DOH staff. Revisions based upon feedback and evaluation of the pilot presentation shall be incorporated by the Contractor in the finalized training curriculum, trainer/trainee manuals and any ancillary training materials, which shall be provided to the DOH electronically for final approval.
- j. DOH will issue a final approval in writing to the contractor.

9. Existing Curricula/Online Computer-Based Revisions

It is expected that trainings will be refined throughout the course of the contract as need arises. These refinements will be identified through DOH course monitoring, instructor observations and changes to state and federal regulations. The Contractor will submit a statement outlining the work required to make the DOH requested revisions with an estimate of the maximum number of hours that will be required. DOH will review the statement of work and 1) accept it as written and authorize Contractor to begin revisions or 2) disapprove and request modifications. Revisions to classroom and online training components shall be completed within thirty day notice of authorization to begin work from the DOH or within a reasonable time frame, based on the extent of the required revision(s), as agreed between the DOH and Contractor. The Contractor shall submit revision(s) of curricula to the DOH for approval prior to initiation. The Contractor will document the actual hours that were utilized to make the revisions and will be paid only for this time.

10. Training Delivery

The Contractor will deliver trainings in each one of the modalities specified below, at no cost to attendees/registrants. Payment for training modalities (a) (Classroom Trainings) and (b) (Managers' Workshop) below will be based on the training days delivered by the Contractor. See the Cost Proposal section for details on the payment of trainings.

a. Classroom Trainings

The Contractor will provide Classroom Trainings, defined as face-to-face events in classrooms, with instructor(s) teaching specified curricula to groups of trainees in a participant-centered manner. These trainings could potentially take place at any or all training locations. These trainings can run from one to five days in length.

b. Managers' Workshop

The Contractor will provide an annual two-day workshop for WIC managers. The WIC managers' workshop will include an expert keynote presentation each day for the entire group and multiple, smaller, moderator-led break-out workshops for participants to choose from. Workshop attendees are anticipated to number 75 to 200 participants.

c. Webinar Trainings

The Contractor may utilize existing curricula (see Bidder's Library) as one resource when developing webinars. This type of training is delivered by way of the internet with participants watching a visual presentation on a computer monitor and listening to the instructor(s) talk live by way of an audio stream or by telephone. Participants should have the ability to ask, email or text questions to the instructor(s). The contractor will record all webinars and post to the WIC training website maintained by the Contractor for viewing by WIC local agency and the DOH staff.

d. Archived Webinar Trainings

All webinars provided under this contract will be recorded and posted to the WIC training website maintained by the Contractor for viewing by WIC local agency and the DOH staff. Existing webinars (see Bidder's Library) may also be posted to the WIC training website maintained by the Contractor for viewing by WIC local agency and DOH staff.

e. Online Computer-Based Trainings

Most curricula currently exist in classroom format; however, the Contractor will convert classroom trainings to online computer-based trainings per DOH request and be paid based upon the fee bid by the Contractor for this service. The contractor will also develop new online computer-based training per DOH request, and payment will be based on the fee bid by the Contractor for this service.

f. On-site Local Agency Training

This type of training may be required in the event of staffing deficiencies and/or identified training deficits or when an organization first becomes a WIC Local Agency. Local Agency staff may need on-site evaluation and training to improve productivity and comply with program requirements. Trainings may range from one to five days. This type of training will be conducted at a WIC Local Agency.

11. Cancellation of a Scheduled Training

The Contractor will be responsible for monitoring enrollment by participants in a given training. Course cancellations will be at the sole discretion of the DOH. There will be no payment to the Contractor for cancelled courses. The following process will be followed to determine if a scheduled training will be cancelled.

The Contractor will alert the DOH one month prior to the scheduled commencement of a training if enrollment is below the Expected Class Size Range as specified in D. Detailed Specifications, Section 3, of this RFP.

If enrollment is still below the expected class size range two weeks prior to the training, the DOH may direct the Contractor to cancel the training. If enrollment drops after the two week time frame, DOH will still hold the class.

Trainings could be cancelled due to inclement or dangerous weather conditions. If classes are cancelled due to inclement or dangerous weather conditions, DOH will not pay for the cancelled classes.

If the training is cancelled, the Contractor will be responsible for notifying the enrolled participants.

If the training is cancelled, DOH will inform the Contractor if the training needs to be rescheduled at a later date.

12. Training Reports

On a monthly basis, the Contractor will be required to submit the following reports:

- Participant List by Training (for all training modalities)
- A copy of the sign-in sheet for each training held (does not apply to webinar or on-line computer based trainings). The sign in sheet must contain the signature, title, local agency name, and local agency number for each attendee.
- Monthly Summary Report of All Trainings Conducted (includes Instructor name and location of training)
- Live Webinar Training Participation Report
- Archived Webinar Training Participation Report
- Online Computer-Based Training Participation Report
- On-Site Local Agency Training Participation Report
- Breastfeeding Website Analytics Report

The monthly voucher for the report month will not be processed until the above reports have been submitted and approved by the DOH.

13. Monthly Meetings

The Project Manager will have weekly calls with the DOH contract manager and be required to participate in monthly meetings with the DOH staff. The meetings may be conducted by way of a conference call or a face to face meeting at the DOH office in Albany, New York. These meetings will last approximately two hours based on the agenda developed by the Project Manager. There will be no payment to the Contractor for these weekly calls or attendance at these monthly meetings.

E. PROPOSAL REQUIREMENTS

Proposals must include two components – a Technical Proposal and a Cost Proposal. Bidders must submit separate technical and cost proposals. No cost information can be included in the Technical Proposal. The details of the submission of proposals are addressed in Section F.3 (Submission of Proposals).

In preparing your proposal, provide information directly relevant to your ability to successfully administer the services outlined in this RFP. All relevant federal and state laws and regulations must be observed. These include, but are not limited to, statutes pertinent to confidentiality, safety and health standards, equal opportunity in recruitment, salary standards, and protection of human subjects.

1. Technical Proposal (70% of the total score)

The Technical Proposal is a description of how the proposer intends to accomplish the deliverables set forth in Section D (Detailed Specifications) of this RFP. No cost information can be included in the Technical Proposal.

There are eight (8) sections to the Technical Proposal:

a. Vendor Information Form: (see Attachment 7)

- Name and address of Proposal Entity
- Federal Internal Revenue Tax Identification Number
- Contact person for the proposal – name, title, telephone number, e-mail address
- Person authorized to sign a contract for the proposer organization – name, title, address, e-mail address, telephone number, and fax number
- Original signature of the individual authorized to enter into contractual agreement for the proposer organization
- Addresses (actual or anticipated) for the six Field Training Sites.

b. Executive Summary

The Executive Summary should include a brief synopsis of major points contained within the Technical Proposal, including proposed procedures, operations and systems, company profile,

relevant experience, etc. Provide a brief summary of your organization’s training background, experience, qualifications and staffing plan.

c. Organizational Qualifications

Describe your organization’s training experience conducting and/or managing large, state-of-the-art training programs; utilizing multiple training sites and training modalities; providing unique training approaches; working with subcontractors (if applicable) and conducting diverse trainings for professional and clerical staff. Preference will be given to bidders who detail unique approaches to training and have public health training experience.

d. Staffing Package

Provide an organizational chart that illustrates the lines of responsibility of personnel assigned to the project and a staffing package that includes resumes and/or job descriptions. Materials for the Project Manager should highlight the candidate’s ability to meet the specifications outlined in this RFP, with an emphasis on administrative and public health experience. Explain how you plan to meet the staffing package outlined in the Detailed Specifications section of this RFP, including criteria for identifying qualified candidates and a description of the hiring practices of the agency. Bidders should detail how they plan to meet the required specifications. Preference will be given to managers who are experienced at overseeing large and complex training programs.

e. Training Services

Provide a narrative that specifically addresses the identified modalities, your expertise, and how you will provide training for the topics and tasks described below and in the Section D.3. (Training Methods and Modalities) and Section D.4. (Training Services) of this RFP. Specifically, address each of the items listed in the table below.

Task Item	Required Response
Training modalities	Provide evidence of trainings you have offered using any of the modalities listed in the Detailed Specifications section of this RFP.
Training topics	Provide a narrative that describes how you will accommodate all training modalities for the topics detailed in the Detailed Specifications section of this RFP.
Identify instructors to lead trainings and/or develop/revise curricula	Describe how instructors will be identified and located. Provide resumes and/or job descriptions.
Convert classroom curricula to online computer-based format	Describe how existing classroom curricula will be converted to online computer-based training, including types of electronic options and the delivery timetable. If applicable, highlight current procedures utilized to provide this service for other training programs.

Task Item	Required Response
Develop and coordinate training materials	Describe how training materials will be used to reinforce learning, providing samples where available.
Develop new curricula	Describe how new curricula will be developed in response to a DOH identified need.
Revisions to existing and/or on-line computer based curricula	Describe how new curricula will be developed in response to a DOH identified need.

f. Annual Workforce Needs and Competency Evaluation

Describe the process of developing and administering a competency based needs evaluation. Describe the process for analyzing the results of the needs assessment and provide a sample findings report in proposal. Describe the process of monitoring impact of competency based trainings on staff performance, and provide a sample impact summary report in proposal.

g. Administration of Training Programs

In implementing this training program, bidders will manage all aspects of the day-to-day operations, including all logistical support such as publicity, information dissemination, registration, and site arrangements. Specifically, address each of the items listed in the table below.

Task Item	Required Response
Identify six field locations to hold trainings as outlined in Section D Detailed Specifications subsection 6.a.	Describe the six field training locations (actual or anticipated), their proximity to public transportation hubs, vicinity to major upstate cities, compliance with Americans with Disabilities Act, and how they will be obtained. For the 3 training areas outside of the NYC Metropolitan location, preference will be given to sites located in the vicinity of major upstate cities (e.g. Albany, Syracuse, and Rochester/Buffalo). Describe how trainers will be deployed to the locations.
Provide Continuing Education Units (CEU) for WIC staff, Continuing Professional Education Unit (CPEU) credits for RDs and DTRs, and Continuing Education Recognition Points (CERPs) for CLCs and IBCLCs	Describe process for obtaining CPEUs from the Commission on Dietetic Registration and CERPs from the International Board of Lactation Consultant Examiners. Describe system for tracking all continuing education credits (CEUs, CPEUs and CERPs).

Task Item	Required Response
Conduct training registration	Describe proposed training registration procedures, including the registration and waitlist process, system to prevent staff in inappropriate titles from registering for a training, and data security measures.
Inform WIC staff of all scheduled presentations	Describe how WIC staff will be informed of training opportunities.
Develop annual training schedule	Propose a one-month sample of the annual training schedule for all training modalities at the six training sites.
Document training sessions	Provide a sample summary training report.

h. Website Maintenance and Development

Describe how you will develop a dedicated functional, training website for managing the training delivery services within sixty (60) days of the date the Department notifies the successful bidder of contract approval. The website will be required to be supported by a web-based Learning Management System for the administration and management of training as described in this RFP. Describe the timeframe for completion. Include a description of the website and provide sample images of what it will look like.

Describe your plan for maintaining the two websites (breastfeeding partners and training) outlined in the Section D. Detailed Specifications section of this RFP.

2. Cost Proposal (30% of the total score)

The completed Cost Proposal, Attachment 6, must be submitted under a separate cover and signed by an authorized agency representative and provide all of the information requested within Attachment 6.

Modality unit costs are all inclusive and must include costs associated with obtaining space, travel costs, providing participant manuals, reference materials, continuing education credits, and course certificates.

Payment for training modalities (a) (Classroom Trainings) and (b) (Managers' Workshop) below will be based on the training days delivered by the Contractor.

Payment for training modality (c) (Webinar Trainings) will be the costs bid to develop and deliver each webinar and will include course certificates and continuing education unit credits, if applicable.

The cost for the initial posting of the online computer based training components is to be included under Training Website Development (Year 1 only).

Payment for training modalities (d) (Archived Webinar Trainings) and (e) (Online Computer-Based Trainings) will include course certificates and continuing education unit credits, if applicable, and will be limited to the monthly fee bid by the Contractor for website maintenance.

Payment for training modality (f) (On-Site Local Agency Training) will include the provision of a course completion certificate and continuing education unit credits, if applicable, and will be limited to the per diem per trainer rate bid in the proposal. Travel costs should be factored into the training delivery fees bid in the proposal and will not be paid separately.

The Contractor will be responsible for maintaining both the training and the breastfeeding websites. The Contractor will not use either of these websites to promote themselves or advertise Contractor services outside of this contract. Website maintenance fees include general administration, oversight and maintenance of the sites that may be required by the Contractor as well as administrative and course management for any online training components and webinars. Payment for managing/operating both websites, including costs for course management of online training components and archived webinars, will be limited to the monthly maintenance fee bid by the Contractor for website maintenance.

3. Proposal Procedure and Format

In preparing your proposal, please provide information directly relevant to your ability to successfully administer the services outlined in this RFP.

All relevant federal and state laws and regulations must be observed. These include, but are not limited to, statutes pertinent to confidentiality, safety and health standards, equal opportunity in recruitment, salary standards, and protection of human subjects.

Each proposer must submit a complete and comprehensive proposal consisting of separate and distinct Technical and Cost Proposals. Bidders must include three signed originals, four copies, and one electronic copy (CD).

The proposal should be submitted using the format outlined below:

a. Technical Proposal

Must be submitted under a separate cover and clearly marked *“Technical Proposal – Training Services for the BSFP.”*

- 1) Vendor Information Form (completed and signed – see Attachment 7)
- 2) Executive Summary
- 3) Organizational Qualifications
- 4) Staffing Package
- 5) Training Services
- 6) Annual Workforce Needs and Competency Evaluation
- 7) Administration of Training Programs
- 8) Website Maintenance and Development

In addition to the items above, the Technical proposal should also include the following completed form:

- 9) Vendor Responsibility Attestation (Attachment 3)

b. Cost Proposal

Must be submitted under a separate cover and clearly marked “Cost Proposal – Training Services for the BSFP.”

- 1) Cost Proposal (Attachment 6)

In addition to the forms above, the Cost proposal should also include the following completed forms:

- 2) NYS Lobbying Form (Attachment 1)
- 3) M/WBE Forms (Attachment 4)

*NYS Taxation and Finance Form ST-220-CA and State Consultant Services Form A will be required from the winning bidder after contract award. Bidders opting to submit these forms with their proposal must include them in the Cost Proposal.

State Consultant Services Form B is included with this RFP for reference only. NYS Taxation and Finance Form ST-220-TD is to be submitted directly to the NYS Department of Taxation and Finance by the winning bidder.

4. Method of Award

Your response to each section of this RFP comprises your proposal.

The BSFP will conduct a comprehensive, fair, and impartial evaluation of each proposal in response to this RFP according to New York State laws and regulations and Department rules. Program staff from within the BSFP will evaluate Technical and Cost Proposals and all documentation submitted by bidders. The evaluation of proposals will determine which proposal provides the “Best Value” to the State. Under New York State Procurement Guidelines, “Best Value” is the basis for awarding all service contracts, which optimizes quality, cost, and efficiency among responsive and responsible offerers. At any time during the evaluation, the BSFP may request clarifications from any proposer regarding any part of their proposal.

Vendor Selection:

At the discretion of the BSFP, all bids may be rejected. The evaluation of the bids will include, but not be limited to the following considerations:

a. Proposal Components

All proposals **must** contain two separate sections: a Technical Proposal (70% of the total score) and a Cost Proposal (30% of the total score).

b. Component Score Weight

The Technical Proposal will be scored with 70% of the weight and the Cost Proposal will be scored with 30% of the weight.

c. Total Component Combined Score

The scores from the Technical Proposal and Cost Proposal will be used to produce a total score based on the assigned weights for each major section. The scores will be normalized by using the following formulas:

- The highest scoring Technical Proposal will be awarded 70 points, with the following formula: $X/Y*70$, where
X = raw score of technical proposal being scored, and
Y = the raw technical score of the highest scoring Technical Proposal.
- The cost component will be normalized using the following formula: $Y/X*30$, where
X = the total cost for the proposal being scored, and
Y = total proposal cost for the lowest priced Cost Proposal.

Section	Maximum Points	Percentage of Total Score
Technical Proposal	70	70%
Cost Proposal	30	30%
Total Combined Score	100	100%

The proposer with the highest Total Combined Score whose proposal meets all project and vendor responsibility requirements will be selected for an award.

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

F. ADMINISTRATIVE

1. Issuing Agency

This Request for Proposal (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.

2. Inquiries

Any questions concerning this solicitation must be submitted in writing no later than the date listed on the cover of this RFP and be directed to:

Sue Mantica
Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway, 6th Floor West
Albany, New York 12204-2719
Telephone (518) 402-7099
E-mail: sue.mantica@health.ny.gov

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/> on or about the date listed on the cover of this RFP.

A Pre-Bid Conference will not be held for this procurement. A Bidder's Library is available to interested parties. To obtain current electronic copies of the documents listed below, bidders must call the Bidder's Library at (518) 402-7093.*

WIC

- WIC Program Manual
- WIC Program Regulations are available on the Internet at www.fns.usda.gov/wic
- WIC Program Food Card
- Existing WIC Training Center Curricula

VMA

- Current Federal Regulations relating to Vendor Management are available on the Internet at www.fns.usda.gov/wic
- Current New York Code of Rules and Regulations relating to Vendor Management
- Vendor Handbook

*Documents will be mailed to interested parties via U.S. Postal Service. Turnaround time for such requests will require at least 3 to 4 business days.

3. Submission of Proposals

Interested vendors must submit the Technical Proposal and the Cost Proposal separately, no later than the proposed due date specified in the Schedule of Key Events Calendar. Each proposal should be in separate, sealed envelopes/packages and placed in a third package.

The Technical Proposal and Cost Proposal Submission should be submitted separately in the form delineated in Section E. Proposal Requirements, 3. Proposal Procedure & Format:

- A. The Technical Proposal should be submitted in a sealed package labeled: ***"RFP # 15728 Training Services for the BSFP: Technical Proposal."*** Submit three (3) signed originals, four (4) signed copies and one electronic copy (PDF version) on a CD. The three originals shall be labeled as "Original #1", "Original #2", and Original #3". The Original #1 shall be the controlling version, in the event of any discrepancy.
- B. The Cost Proposal should be submitted in a sealed package labeled: ***"RFP # 15728 Training Services for the BSFP: Cost Proposal."*** Submit three (3) signed originals, four (4) signed copies and one electronic copy (PDF version) on a CD. The three originals shall be labeled as "Original #1", "Original #2", and Original #3". The Original #1 shall be the controlling version, in the event of any discrepancy.

Responses to this solicitation should be clearly marked ***"RFP # 15728 Training Services for the BSFP"*** and directed to:

Sue Mantica
Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway, 6th Floor West
Albany, New York 12204-2719

It is the bidders' responsibility to see that bids are delivered to the address above prior to the date and time listed on the cover page of this RFP. Late bids due to delay by the carrier or not received in the Department's mail room at Riverview Center will not be considered. Additionally:

- The Cost Proposal Form must be filled out in its entirety.
- The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
- All evidence and documentation requested under Section D, Proposal Requirements should be provided at the time the proposal is submitted.

4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency's sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- 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;

- Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- Waive any requirements that are not material;
- Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
- Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the bid opening; and,
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

5. Payment

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

NYS Office of General Services
Business Services Center – Finance
Accounts Payable
800 North Pearl Street – 1st Floor
Menands, NY 12204

with a copy to:

Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway, 6th Floor West
Albany, New York 12204-2719

Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or

vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

Payment of such invoices 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:

- Invoices are to be submitted monthly, and are due 45 days from the last date of the service month, and
- The monthly invoice will not be processed until all reports as described in D. Detailed Specification Section 12. Training Reports have been submitted to BSFP.
- Payments will be made in accordance with D. Detailed Specification Section 11. Cancellation of a Scheduled Training and E. Proposal Requirements Section 2. Cost Proposal.

6. Term of Contract

This agreement shall be effective upon approval of the NYS Office of the State Comptroller (OSC). The contract resulting from this RFP will be for a period of five years. It is estimated that the effective date of this contract will be May 1, 2015 or upon approval of the OSC, whichever is later.

This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

A rate increase request will be considered in years four and five of the final contract and must be requested in writing to the Department from the Contractor at least 90 days prior to the commencement of the years four and five of the contract. The maximum permitted cost increase will be the percentage increase in the Producer Price Index (PPI)-Commodities – Educational Services (partial) for the twelve-month period ending four months before the anniversary date of the contract. The increase will be based on the change in the PPI issued by the U.S. Department of Labor and may not exceed two percent (2%). Any increase must have the approval of the Office of the State Comptroller.

The authoritative document in computing the cost increase shall be the U.S. Department of Labor, Bureau of Labor Statistics, *and Table 6. Producer price indexes and percent changes for commodity and service*

groupings and individual items, not seasonally adjusted. Base period: 1982 = 100; Series ID – WPU52.

7. 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 business days from date of award or non-award announcement.

8. 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 at Chapter XI; section 17 of the Guide to Financial Operations located on the OSC website at: <http://osc.state.ny.us/agencies/guide/MyWebHelp/>

9. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. The winning bidder must also complete and submit the Vendor Responsibility Attestation (Attachment 4).

10. 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.ny.gov/procurement/>.

11. 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:

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

12. 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.

13. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual’s unencrypted personal information plus one or more of the following: social security number, driver’s license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual’s financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at:

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

14. New York State Tax Law Section 5-a

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

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

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

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

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

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

ST-220-TD:

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf and

ST-220-CA:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

15. 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.

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

NEW YORK STATE LAW

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 business days of receipt by submitting to the [AGENCY NAME, address phone and fax information], 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.

17. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Department of Health receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department of Health will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department of Health shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department of Health reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

18. Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider

New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete Attachment 5 to indicate their intent to use/not use New York Businesses in the performance of this contract.

G. APPENDICES

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E
Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
 - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
 - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
 - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance
 - **DB-155** – Certificate of Disability Benefits Self-Insurance

- APPENDIX G - Notices
- APPENDIX 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)

H. ATTACHMENTS

1. NYSDOH Lobbying Form
2. No Bid Form
3. Vendor Responsibility Attestation
4. M/WBE Procurement Forms
5. Encouraging Use of New York Businesses in Contract Performance
6. Cost Proposal Forms
7. Vendor Information Form
8. Sample Letter of Interest
9. Consultant Services Rendered Report
10. 2011 WIC Training Attendance
11. New York State WIC Sites Map
12. Sample Standard New York State Contract Language and Appendices

ATTACHMENT 1

NYSDOH LOBBYING FORM

**NEW YORK STATE
DEPARTMENT OF HEALTH**

Lobbying Form

PROCUREMENT TITLE: _____

RFP # 15728

Bidder Name:

Bidder Address:

Bidder Vendor ID #:

Bidder Federal ID#:

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

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

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

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

ATTACHMENT 2

NO BID FORM

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ RFP #15728

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

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

We are unable to bid at this time because:

Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature) _____ (Date) _____

(Officer Title) _____ (Telephone) _____

(e-mail Address) _____

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

ATTACHMENT 3

VENDOR RESPONSIBILITY ATTESTATION

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 9. 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 4

M/WBE PROCUREMENT FORMS

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

BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN

Bidder/Contractor Name:	
RFP/Contract Title:	RFP/Contract No.

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

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

**New York State Department of Health
 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:

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

Name		\$ _____
Address		
City, State, ZIP		
Employer I.D.		
Telephone Number () -		

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

M/WBE UTILIZATION WAIVER REQUEST

Bidder/Contractor Name:	
RFP/Contract Title:	RFP/Contract #

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

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

Contractor Name:	
Contract Title:	Contract No.

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 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 _____

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

 (Name and Title)

 (Signature)

 Date

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:

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

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.

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.

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.

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.

Name & Title

Signature & Date

EEO

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.

(a) This organization will not discriminate against any

- 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 / /

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

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

 (Name and Title)

 (Signature)

 Date

**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:

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

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.

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.

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. 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.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

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

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

Responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 20% Minority and Women’s Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women’s Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

ATTACHMENT 5

*ENCOURAGING USE OF NEW YORK BUSINESSES
IN CONTRACT PERFORMANCE*

I. Background

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

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

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

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

II. Required Identifying Information

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

Will New York State Businesses be used in the performance of this contract?

YES NO

If yes, identify New York State businesses that will be used and attach identifying information. Information should include at a minimum: verifiable business name, New York address and business contact information.

ATTACHMENT 6

COST PROPOSAL FORMS

ATTACHMENT 6

Training Services for the Bureau of Supplemental Food Programs RFP No.15728

COST PROPOSAL

This Cost Proposal reflects the estimated annual training needs of the DOH. Estimated annual quantities listed are not guaranteed in any year of the contract and cannot be changed by bidders as part of the response to this procurement. The actual number of units included in the final contract may be revised based on program needs and the training calendar that will be developed annually.

Curriculum Development Costs by Modality

Training Modality (a)	Unit (b)	Year 1			Years 2-5			Total Years 1-5 (Year 1 Subtotal +Years 2-5 Subtotal)
		Estimated Annual Quantity (c)	Unit Cost (d)	Year 1 Subtotal (c) x (d)	Estimated Annual Quantity (e)	Unit Cost (f)	Years 2-5 Subtotal (e) x (f) x 4	
Classroom Training	Training day	9			9			
Online Computer-Based Training	Training Course hour	22			5			
Live Webinar	120 minute webinar	9			12			
Archived Webinar	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Workshop Training	Training day	2			2			
On-Site Local Agency Training	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
SUBTOTAL #1								

Training Delivery Costs by Modality

Training Modality (a)	Unit (b)	Year 1			Years 2-5			Total Years 1-5 (Year 1 Subtotal +Years 2-5 Subtotal)
		Estimated Annual Quantity (c)	Unit Cost (d)	Year 1 Subtotal (c) x (d)	Estimated Annual Quantity (e)	Unit Cost (f)	Years 2-5 Subtotal (e) x (f) x 4	
Classroom Training	Training day	100			96			
Online Computer-Based Training	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Live Webinar	Per webinar	9			12			
Archived Webinar	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Workshop Training	Training day	2			2			
On-Site Local Agency Training	Per diem per trainer	10			10			
SUBTOTAL #2								

Other Services

Item (a)	Unit (b)	Year 1			Years 2-5			Total Years 1-5 (Year 1 Subtotal +Years 2-5 Subtotal)
		Estimated Annual Quantity (c)	Unit Cost (d)	Subtotal (c) x (d)	Estimated Annual Quantity (e)	Unit Cost (f)	Subtotal (e) x (f) x 4	
Annual Workforce Needs & Competency Evaluation	Evaluation/ Report	1			1			
Workforce Needs & Competency Re-Evaluation	Re-Evaluation/ Report	N/A	N/A	N/A	1			
Conversion of Classroom Curriculum to Online Computer-Based Training	Training Course Hour	16			4			
Curriculum/Online Computer-Based Training Modification	Consultant Hour	200			250			
Training Website Development (Year 1 Only)	Training Website	1			N/A	N/A	N/A	
Monthly Fee for Websites Maintenance	Month	12			12			
SUBTOTAL #3								

GRAND TOTAL COST PROPOSAL (Subtotal 1 +2+3)	
--	--

Signature of Company Official _____

Name and Title of Company Official _____

ATTACHMENT 7

VENDOR INFORMATION FORM

Vendor Information

Name of Company		Federal Tax ID Number
Company Address	Individual To Contact Regarding This Proposal:	
Name of Person Authorized to Sign a Contract for the Company (Print or Type)	Title	
Authorized Signature		Date
Phone	Extension	
Fax	Extension	
E-Mail Address		
Company Web Site		

TRAINING LOCATIONS (ACTUAL OR ANTICIPATED):

FIELD TRAINING SITE ADDRESSES: (If address is not known, identify the city of the site location)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

ATTACHMENT 8

LETTER OF INTEREST

Letter of Interest - (Optional/Non-Mandatory)

Please email this Letter of Interest to Bid to the email address below by the date on the RFP cover page.

Ms. Sue Mantica
Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway – 6th Floor West
Albany, New York 12204-2719
Email: sue.mantica@health.ny.gov

RFP #: 15728
Training Services for the BSFP

Dear Ms. Mantica:

_____ has received the New York State Department of Health Request for Proposal for the **Bureau of Supplemental Food Programs, Division of Nutrition; Special Supplemental Nutrition Program for Women, Infants and Children (WIC); Training Services for the Bureau of Supplemental Food Programs.**

We intend to submit a proposal for the **Special Supplemental Nutrition Program for Women, Infants and Children (WIC); Training Services for the Bureau of Supplemental Food Programs** to the New York State Department of Health Bureau of Supplemental Food Programs, 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 9

CONSULTING SERVICES RENDERED REPORT

ATTACHMENT 10

2011 WIC TRAINING ATTENDANCE

WIC TRAINING SUMMARY

2/1/2011 – 1/31/2012

TOTAL ATTENDANCE: 6,898

NUMBER OF COURSES OFFERED: 46

NUMBER OF TRAININGS HELD: 180

NUMBER OF TRAINING DAYS: 303

COURSE: Active Play with Young Children

ATTENDANCE: 163

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/15/2011	New York, NY	27
5/19/2011	New York, NY	31
5/25/2011	Albany, NY	24
6/24/2011	Syracuse, NY	25
8/4/2011	Buffalo, NY	38
10/14/2011	New York, NY	18

COURSE: Anthropometry

ATTENDANCE: 129

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/14/2011	New York, NY	33
3/15/2011	Albany, NY	23
5/9/2011	New York, NY	27
5/10/2011	Syracuse, NY	46

COURSE: Basic Nutrition for Front Line Staff

ATTENDANCE: 57

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
4/5/2011	New York, NY	14
4/12/2011	Rochester, NY	20
9/20/2011	New York, NY	10
1/12/2012	New York, NY	13

COURSE: Basic WICSIS Skills for Clerks

ATTENDANCE: 146

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/28/11 - 4/1/11	Albany, NY	22
4/11/11 - 4/15/11	New York, NY	22
7/6/11 - 7/8/2011	New York, NY (Part 1)	21
7/13/11 - 7/15/2011	New York, NY (Part 2)	20
10/31/11 - 11/4/11	New York, NY	17
11/14/11 - 11/18/11	Albany, NY	25
1/23/12 - 1/27/12	New York, NY	19

COURSE: Basic WICSIS Skills for CPAs

ATTENDANCE: 78

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/28/11 - 3/4/11	New York, NY	17
5/9/11 - 5/13/11	Albany, NY	19
8/8/11 - 8/12/11	New York, NY	19
12/12/11 - 12/16/11	New York, NY	23

COURSE: Breastfeeding: It's What We Do! Basic Competencies for All Staff

ATTENDANCE: 298

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/2/2011	New York, NY	21
4/5/2011	Syracuse, NY	42
5/4/2011	Glens Falls, NY	20
5/19/2011	Buffalo, NY	49
6/21/2011	Poughkeepsie, NY	37
7/6/2011	New York, NY	25
9/14/2011	New York, NY	28
9/21/2011	Rochester, NY	20
10/19/2011	Binghamton, NY	25
11/9/2011	New York, NY	31

COURSE: Breastfeeding: It's What We Do! Counseling Skills for WIC Staff

ATTENDANCE: 261

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/3/2011	New York, NY	19
3/8/2011	New York, NY	31
3/9/2011	New York, NY	21
4/6/2011	Syracuse, NY	23
5/5/2011	Glens Falls, NY	13
5/20/2011	Buffalo, NY	38
6/22/2011	Poughkeepsie, NY	20
7/7/2011	New York, NY	23
9/15/2011	New York, NY	25
9/22/2011	Rochester, NY	10
10/20/2011	Binghamton, NY	14
11/10/2011	New York, NY	24

COURSE: Breastfeeding Coordinator Management Series Level 2

ATTENDANCE: 69

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
5/17/2011	New York, NY	20
7/25/2011	Syracuse, NY	18
9/16/2011	New York, NY	31

COURSE: Certified Lactation Counseling

ATTENDANCE: 162

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
4/11/11 - 4/15/11	Buffalo, NY	48
6/6/11 - 6/10/11	Albany, NY	54
8/8/11 - 8/12/11	New York, NY	60

COURSE: Connecting the Docs

ATTENDANCE: 116

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/16/11 - 2/17/11	New York, NY	24
3/9/11 - 3/10/11	Poughkeepsie, NY	20
5/5/11 - 5/6/11	Mount Morris, NY	23
5/12/11 - 5/13/11	New York, NY	22
6/28/11 - 6/29/11	Binghamton, NY	15
8/16/11 - 8/17/11	New York, NY	12

COURSE: Cultural Diversity

ATTENDANCE: 209

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/24/2011	Newburgh, NY	18
3/31/2011	New York, NY	24
5/6/2011	Plainview, NY	11
5/6/2011	Commack/Brentwood, NY	33
5/24/2011	Binghamton, NY	30
6/27/2011	Glens Falls, NY	29
8/4/2011	New York, NY	15
11/1/2011	Buffalo, NY	8
11/3/2011	Rochester, NY	27
1/19/2012	New York, NY	14

COURSE: Enhancing Customer Service

ATTENDANCE: 160

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/18/2011	New York, NY	21
3/17/2011	Glens Falls, NY	29
4/8/2011	Syracuse, NY	17
4/27/2011	Newburgh, NY	9
5/18/2011	Batavia, NY	22
7/14/2011	Hauppauge, NY	30
8/31/2011	New York, NY	16
11/28/2011	New York, NY	16

COURSE: Fit WIC Basic

ATTENDANCE: 47

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/28/2011	New York, NY	17
8/11/2011	Mount Morris, NY	19

10/18/2011	Poughkeepsie, NY	11
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COURSE: High Risk Counseling & Documentation

ATTENDANCE: 131

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/9/11 - 2/11/11	Albany, NY	9
3/14/11 - 3/16/11	New York, NY	18
8/16/11 - 8/18/11	New York, NY	18
10/12/11 - 10/14/11	Albany, NY	9
10/18/11 - 10/20/11	Rochester, NY	19
10/25/11 - 10/27/11	Cheektowaga, NY	30
11/29/11 - 12/1/11	New York, NY	28

COURSE: IBCLC Exam Preparation Course

ATTENDANCE: 104

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
4/12/11 - 4/13/11	New York, NY	66
4/20/11 - 4/21/11	Syracuse, NY	38

COURSE: Improving Communications with Spanish Speaking Participants

ATTENDANCE: 45

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/23/2011	Buffalo, NY	13
5/26/2011	New York, NY	23
8/25/2011	New York, NY	9

COURSE: Interviewing Skills for Behavior Change

ATTENDANCE: 35

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/28/11 - 3/29/11	New York, NY	16
5/18/11 - 5/19/11	Albany, NY	19

COURSE: Investigative Interviewing for VMA Staff

ATTENDANCE: 29

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/17/2011	Albany, NY	29

COURSE: It's Not Me, It's You: Working with Difficult People

ATTENDANCE: 199

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/10/2011	New York, NY	25
5/9/2011	New York, NY	44
5/23/2011	Syracuse, NY	31
6/30/2011	New York, NY	17
6/30/2011	New York, NY	18
7/26/2011	Albany, NY	15
7/27/2011	Poughkeepsie, NY	12
9/26/2011	New York, NY	26
10/24/2011	Geneseo, NY	11

COURSE: Management Training for NYS DOH Staff

ATTENDANCE: 22

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/9/11 - 3/10/11	New York, NY	22

COURSE: Managing a Healthy Lifestyles Program

ATTENDANCE: 79

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/2/2011	New York, NY	20
2/4/2011	Albany, NY	27
9/15/2011	Buffalo, NY	19
10/25/2011	New York, NY	13

COURSE: Manual Check Issuance

ATTENDANCE: 60

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/9/11 - 3/10/11	New York, NY	11
4/19/11 - 4/20/11	Albany, NY	14
6/21/11 - 6/22/11	New York, NY	18
11/9/11 - 11/10/11	New York, NY	17

COURSE: Mental Health & Substance Abuse Issues in WIC

ATTENDANCE: 58

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/22/11 - 3/23/11	New York, NY	15
6/8/11 - 6/9/11	Syracuse, NY	26
9/12/11 - 9/13/11	New York, NY	17

COURSE: Nutrition Assessment: The First Step to Behavior Change

ATTENDANCE: 227

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/14/2011	Albany, NY	19
3/24/2011	New York, NY	24
6/27/2011	New York, NY	9
6/29/2011	Rochester, NY	22
7/22/2011	Syracuse, NY	27
8/2/2011	Buffalo, NY	18
9/8/2011	New York, NY	10
10/20/2011	New York, NY	30
11/22/2011	New York, NY	33
12/13/2011	New York, NY	35

COURSE: Participant-Centered Group Facilitation

ATTENDANCE: 211

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/14/11 - 2/15/11	New York, NY	19
3/28/11 - 3/29/11	Hauppauge, NY	21
6/1/11 - 6/2/11	Syracuse, NY	30
6/9/11 - 6/10/11	New York, NY	24
8/3/11 - 8/4/11	New York, NY	19
10/5/11 - 10/6/11	Rochester, NY	22
10/18/11 - 10/19/11	New York, NY	21
11/15/11 - 11/16/11	New Windsor, NY	15
1/9/12 - 1/10/12	New York, NY	22
1/30/12 - 1/31/12	Hauppauge, NY	18

COURSE: Peer Counselor Training

ATTENDANCE: 52

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
5/24/11 - 5/25/11	New York, NY	26
11/15/11 - 11/16/11	New York, NY	26

COURSE: Performance Management for Regional Staff

ATTENDANCE: 26

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
12/12/2011	Albany, NY	26

COURSE: Proration, Return, and Reissue

ATTENDANCE: 107

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/16/2011	New York, NY	11
2/18/2011	Albany, NY	8
6/17/2011	Syracuse, NY	33
6/23/2011	New York, NY	13
9/7/2011	New York, NY	11
1/13/2012	New York, NY	12
1/20/2012	Poughkeepsie, NY	19

COURSE: Rapport Building and Behavior Change

ATTENDANCE:

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
10/12/11 - 10/13/11	New York, NY	14

COURSE: Specialized Breastfeeding: Hand Expression and Breast Pumps

ATTENDANCE: 76

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
3/30/2011	New York, NY	30
7/19/2011	Poughkeepsie, NY	15
8/4/2011	Hauppauge, NY	31

COURSE: Specialized Breastfeeding: Building Mother's Milk Supply & Confidence

ATTENDANCE: 237

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
8/26/2011	Albany, NY	30
9/26/2011	New York, NY	23
10/14/2011	Poughkeepsie, NY	23
10/17/2011	New York, NY	26
10/26/2011	Hauppauge, NY	31
11/17/2011	New York, NY	26
11/29/2011	Syracuse, NY	40
12/8/2011	Mount Morris, NY	38

COURSE: WIC Management Series: Clinic Flow

ATTENDANCE: 15

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/8/11 - 2/9/11	New York, NY	15

COURSE: WIC Management Series: Data Utilization

ATTENDANCE: 63

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
5/20/2011	Syracuse, NY	30
8/2/2011	New York, NY	20
10/26/2011	New York, NY	13

COURSE: WIC Managers' Learning Collaborative

ATTENDANCE: 77

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/23/11 - 2/24/11	Syracuse, NY	25
5/10/2011	Syracuse, NY	23
9/26/11-9/27/11	Syracuse, NY	29

COURSE: WIC Manager's Retreat: Focus on Staff Development

ATTENDANCE: 118

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
6/14/11 - 6/16/11	Albany, NY	118

COURSE: WICSIS Refresher for CPAs

ATTENDANCE: 43

INDIVIDUAL TRAININGS

<u>Date</u>	<u>Location</u>	<u>Attended</u>
2/1/11 - 2/3/11	New York, NY	17
9/12/11 - 9/16/11	Albany, NY	10
9/21/11 - 9/23/11	New York, NY	16

COURSE: All Webinars

ATTENDANCE: 2,975

INDIVIDUAL TRAININGS

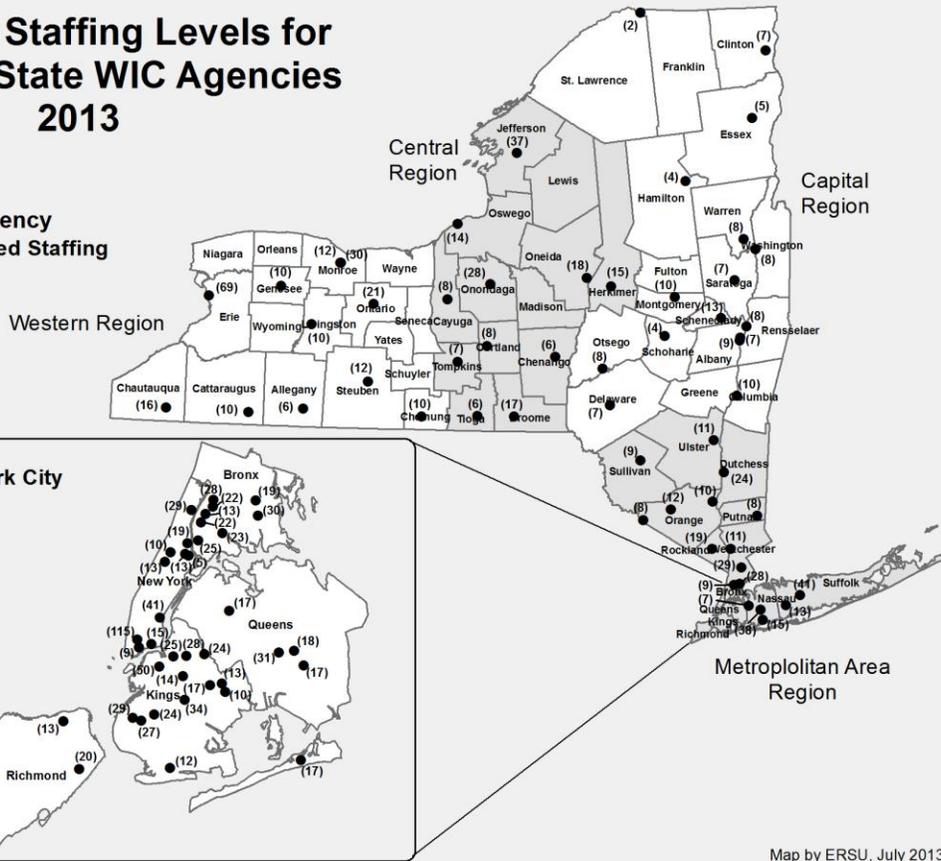
DATE	TOPIC	ATTENDANCE
2/15/11	A New Paradigm for Depression in New Mothers	335
3/11/11	Baby-led Breastfeeding Part II: Dealing With Challenging Situations	472
3/17/11	WIC Managers' Learning Collaborative	13
4/6/11	The Secrets of Baby Behavior Preventing Overfeeding	424
4/25/11	WIC Managers' Learning Collaborative	26
7/12/11	WIC Managers' Learning Collaborative	18
7/15/11	Preventing Child Overweight and Obesity	335
8/1/11	Making It Work: Supporting Nursing Moms in the Workplace	394
9/16/11	Identifying and Reporting WIC Fraud Abuse	336
10/27/11	WIC Managers' Learning Collaborative	18
10/28/11	Civil Rights Compliance - "The WIC Way"	604

ATTACHMENT 11

NEW YORK STATE WIC SITES MAP

Estimated Staffing Levels for New York State WIC Agencies 2013

- WIC Agency
- (#) Estimated Staffing



Map by ERSU, July 2013

ATTACHMENT 12

SAMPLE STANDARD NYS CONTRACT LANGUAGE AND APPENDICES

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address):
Department of Health
Corning Tower
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#

ORIGINATING AGENCY GLBU: DOH01
DEPARTMENT ID: 3450000

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:

STATUS:
CONTRACTOR IS () IS NOT () A
SECTARIAN ENTITY

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (if applicable)

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

() IF MARKED HERE, THIS CONTRACT IS 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.

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

- | | | |
|----------|-----------------------------|--|
| <u>X</u> | APPENDIX A | Standard Clauses as required by the Attorney General for all State Contracts. |
| <u>X</u> | 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 |
| <u>X</u> | STATE OF NEW YORK AGREEMENT | |
| <u>X</u> | APPENDIX D | General Specifications |
| <u>X</u> | APPENDIX B | Request For Proposal (RFP) |
| <u>X</u> | APPENDIX C | Proposal |
| <u>X</u> | APPENDIX E-1 | Proof of Workers' Compensation Coverage |
| <u>X</u> | APPENDIX E-2 | Proof of Disability Insurance Coverage |
| — | APPENDIX H | Federal Health Insurance Portability and Accountability Act Business Associate Agreement |
| <u>X</u> | APPENDIX G | Notices |
| <u>X</u> | APPENDIX M | Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures |

GLBU: DOH01
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

BSC Unit ID: 345<XXXX>

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.

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____
(Value before amendment) (Initial start 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)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

BSC Unit ID: 345<XXXX>_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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)

STATE AGENCY SIGNATURE

"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."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life

of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbcertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also

agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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 Office of the State Comptroller.
- 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 to one of the following addresses:

1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: DOHaccounts payable@ogs.ny.gov with a subject field as follows:

Subject: **Unit ID: 3450000 Contract #_____**

(Note: **do not** send a paper copy in addition to your emailed voucher.)

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health
Unit ID 3450000
PO Box 2093
Albany, NY 12220-0093**

- 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, by email at helpdesk@sfs.ny.gov or by telephone at 1-855-233-8363. 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/vendors/vendorguide/guide.htm>.

III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, 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 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:
 - a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

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

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

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

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

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its 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. 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 or 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.

- X. 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.

Y. 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.

Z. 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 following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; 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, Albany NY 12239, ATTN: Consultant Reporting.

AA. 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.

BB. 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.

CC. 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.

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the

Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

EE. Provisions Related to Iran Divestment Act As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract. During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

New York State Department of Health reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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: Sue Mantica
Title: Health Program Administrator 2
Address: 150 Broadway, Suite 650, Albany NY 12204
Telephone Number: (518) 402-7099
Facsimile Number: (518) 402-7348
E-Mail Address: smf04@health.state.ny.us

[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 10th 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.

