

**REQUEST FOR PROPOSALS (RFP)
RFP #20-OPD-4**

New York State Department of State
Office of Planning, Development & Community Infrastructure
for
Shoreline Monitoring - Measuring Success - Phase II

KEY DATES

Release Date: June 9, 2020

Deadline for Questions: June 24, 2020 by 5:00 pm

Questions and Answers Posted: July 9, 2020

Proposal Due Date: August 136, 2020, by 4:003:00 PM

The procurement is in a restricted period from the date this RFP is issued until the contract has been approved. All contacts and inquiries shall be made by email to the designated contact for this procurement at the following address:

Email: Catherine.Traina@dos.ny.gov
(include in subject line: *RFP #20-OPD-4* <name of vendor>)

Refer to www.dos.ny.gov/funding to review responses to all inquiries.

Table of Contents

| | |
|---|----|
| 1. INTRODUCTION | 4 |
| 1.1 Overview | 4 |
| 1.2 Designated Contact | 5 |
| 1.3 Funding and Term of Contract | 6 |
| 1.4 Eligible Proposers | 7 |
| 1.5 Minimum Requirements..... | 7 |
| 1.6 Proposer’s Preferred Qualifications | 7 |
| 2. SCOPE OF WORK | 9 |
| 3. ELIGIBLE COSTS..... | 13 |
| 4. INELIGIBLE COSTS..... | 14 |
| 5. PROPOSAL SUBMISSION..... | 14 |
| 5.1 Question Submission and Agency Response | 14 |
| 5.2 Method for Issuing Clarifications or Modifications to the RFP | 14 |
| 5.3 Submission of Proposals | 15 |
| 5.4 Packaging of RFP Response | 16 |
| 5.5 Elements in the Response..... | 16 |
| 5.5.1 Elements of the Technical Proposal..... | 16 |
| 5.5.2 Elements of the Cost Proposal | 18 |
| 6. EVALUATION AND SELECTION PROCESS | 19 |
| 6.1 Proposal Evaluation..... | 19 |
| 6.2 Evaluation Criteria | 19 |
| 6.2.1 Technical Proposal Evaluation | 19 |
| 6.2.2 Cost Proposal Evaluation | 20 |
| 6.2.3 Additional Points | 21 |
| 6.2.4 Interview | 21 |
| 6.3 Method of Award | 21 |
| 6.4 Notification of Award | 21 |
| 7. ADMINISTRATIVE INFORMATION | 22 |
| 7.1 Mandatory Requirements | 22 |
| 7.1.1 Confidentiality | 22 |
| 7.1.2 Consultant Assurances | 22 |

| | | |
|---------------|---|-----------|
| <u>7.1.3</u> | <u>Subcontracting</u> | <u>22</u> |
| <u>7.1.4</u> | <u>Proprietary Interests</u> | <u>23</u> |
| <u>7.1.5</u> | <u>Travel</u> | <u>23</u> |
| <u>7.1.6</u> | <u>Reporting Requirements</u> | <u>23</u> |
| <u>7.1.7</u> | <u>Dispute and Conflict Resolution</u> | <u>23</u> |
| <u>7.1.8</u> | <u>Debriefing</u> | <u>23</u> |
| <u>7.1.9</u> | <u>Protest Procedures</u> | <u>24</u> |
| <u>7.1.10</u> | <u>Vendor Responsibility Questionnaire</u> | <u>24</u> |
| <u>7.1.11</u> | <u>Contractor’s Insurance Requirements</u> | <u>25</u> |
| <u>7.1.12</u> | <u>State Consultant Services Reporting</u> | <u>29</u> |
| <u>7.1.13</u> | <u>Lobbying Statute Summary</u> | <u>31</u> |
| <u>7.1.14</u> | <u>New York State Tax Law Section 5-a</u> | <u>31</u> |
| <u>7.1.15</u> | <u>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</u> | <u>32</u> |
| <u>7.1.16</u> | <u>Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses</u> | <u>36</u> |
| <u>7.1.17</u> | <u>Iran Divestment Act</u> | <u>39</u> |
| <u>7.1.18</u> | <u>Sexual Harassment Policy and Training</u> | <u>39</u> |
| <u>7.1.19</u> | <u>Reserved Rights</u> | <u>39</u> |
| | <u>Attachment 1: Technical Proposal Transmittal Sheet</u> | <u>42</u> |
| | <u>Attachment 2: Non-Collusive Bidding Certification</u> | <u>44</u> |
| | <u>Attachment 3: Lobbying Form</u> | <u>45</u> |
| | <u>Attachment 4: Consultant Disclosure Form A</u> | <u>49</u> |
| | <u>Attachment 5: ST-220-CA</u> | <u>50</u> |
| | <u>Attachment 6: MWBE Utilization Plan</u> | <u>51</u> |
| 2. | | 52 |
| | <u>Attachment 7: SDVOB Form 100</u> | <u>53</u> |
| | <u>Attachment 8: Cost Proposal Transmittal Sheet</u> | <u>57</u> |
| | <u>Attachment 9: Cost Proposal Bid Form</u> | <u>58</u> |
| | <u>Attachment 10: Diversity Practices Questionnaire</u> | <u>60</u> |
| | <u>Attachment 11: SAMPLE Contract</u> | <u>62</u> |

1. INTRODUCTION

1.1 Overview

PROJECT OVERVIEW

The New York Department of State (DOS), Office of Planning, Development and Community Infrastructure (OPDCI) is seeking a consultant experienced in shoreline management practices, ecological and physical coastal processes, social science, data collection techniques, database development and data analysis to refine existing shoreline data collection protocols and employ refined protocols in the Long Island and Great Lakes regions of the State.

The primary purpose of this contract is to build upon and refine existing efforts to create a State-wide shoreline monitoring framework (see Project Background), specifically by employing protocols in the field and incorporating lessons learned into updated protocols. The existing data structure will need to be evaluated to expand and refine as necessary for future data collection.

PROJECT BACKGROUND

In 2018, DOS OPDCI, with funding from the National Oceanic and Atmospheric Administration (NOAA) and the New York State Energy Research and Development Authority (NYSERDA) kicked off a jointly managed project on the development of shoreline monitoring protocols for New York's coastal areas to help assess effectiveness and performance of various shoreline treatments, including unaltered, natural shorelines, nature-based features, and hard structural shorelines. The project, *Measuring Success - Monitoring Natural and Nature-Based Shoreline Features in New York State*, was advanced by a diverse project team and brought together a high-level literature review, technical expert working groups, regional stakeholder, regulatory, and advisory council input, and experience from one season of pilot field data collection. The project, hereafter referred to as either "The Monitoring Framework" or "The Phase I Monitoring Project", is a living document that includes the following information:

- project overview;
- background on development of framework;
- overview of the pilot field data collection sites and approach;
- strategies for continued framework development and implementation; and
- annotated field protocols and worksheets.

The Monitoring Framework project included development of 17 protocols that cover a range of ecological, hazard mitigation/structural integrity, and socio-economic factors related to shoreline performance. The protocols were tested over one field season in the 4 coastal regions of the State: Long Island, New York City, Hudson Valley, and Great Lakes.

The Monitoring Framework documents are available for download at:

<https://www.dos.ny.gov/opd/monitoring.html>

The protocols/field sheets document (Appendix A) is available via request to opd@dos.ny.gov.

In addition to the document, the Monitoring Framework project also included development of an Access database to store collected data and conduct queries. The database was developed to both store data as well as provide a means of data analysis; however, because only one season of field data was collected, data analysis could not be tested or performed.

The Monitoring Framework project was completed in January 2020 with the intention of refinements in the protocols and database over time. OPDCI is soliciting a contractor to assess the existing products from The Monitoring Framework, specifically the protocols/field sheets and database, and propose updates based on initial review and field testing. The geographic scope of the field data collection effort of this proposed project includes the Long Island and Great Lakes regions only; however, the monitoring protocols are intended to be applicable across the coastal areas of NYS. The selected contractor will conduct an initial review of the Monitoring Framework to prepare for field data collection and identify any opportunities to improve upon the existing database structure/design. The selected contractor will suggest refinements to the protocols as well as potential updates to the database based on a preliminary assessment and upon completion of field data collection. Potential updates may include any improvements upon the database structure/schema, as well as the creation of a new digital data entry interface. The intended audience of the Monitoring Framework is shoreline managers in NYS, and the original protocols were developed with the intention of being accessible and useful for the full range of potential users.

The Monitoring Project was a highly collaborative project and a Core team was established. The Core Team includes the following partners: Science and Resilience Institute at Jamaica Bay (lead), NYS Department of Environmental Conservation, NYC Parks, Consensus Building Institute, US Forest Service, Brooklyn College, New York Sea Grant, New York-New Jersey Harbor Estuary Program, SCAPE Landscape Architecture, ARCADIS, and the New York State Water Resources Institute/Cornell University. The diverse perspectives and partnerships allowed the Monitoring Project to capture the breadth of experience that is required of a project of this nature. This proposed project will benefit from a diverse team and these partners could be considered a resource or potential partner in this proposed project.

1.2 Designated Contact

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on all communications between DOS and Proposers during the procurement process. Proposers are restricted from making contacts from the earliest notice of intent to solicit

offers/proposals, through final award and approval of the Procurement Contract by DOS, and, if applicable, the Office of the State Comptroller (“restricted period”), to anyone 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).

As such, DOS identifies the following designated contact to whom all communications, including technical questions, requests for clarification, or any attempt to influence this procurement, must be made. In compliance with the Procurement Lobbying Law, Catherine Traina has been designated the primary contact for this procurement solicitation and may be reached by email or surface mail for all inquiries regarding this solicitation.

Catherine Traina
NYS Department of State
Bureau of Fiscal Administration
1 Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231
RFP #20-OPD-4

By email: Catherine.traina@dos.ny.gov
Include in subject line: *RFP #20-OPD-4* <name of vendor>

DOS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Proposers 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 four-year period, Proposers are debarred from obtaining governmental Procurement Contracts.

For further information regarding these statutory provisions, see the Lobbying Statute Summary in Section 5.1.13 of this solicitation.

1.3 Funding and Term of Contract

This contract will be 100% federally funded from a project-specific Coastal Zone Management grant received by DOS.

This agreement shall be effective upon approval of the NYS Office of the State Comptroller. The anticipated ~~end date of the contract is June 30, 2022~~ contract term is approximately 18-20 months. DOS shall have no liability under this RFP to the successful Proposer for consulting services, or to any other party, beyond funds available for this RFP.

DOS will negotiate the contract for services in fulfillment of the needs of this RFP on the basis of demonstrated competence and qualifications. Contract negotiations may include, but are not limited to, the selected Proposer's price proposals to ensure work is accomplished at fair and reasonable rates.

This agreement may be canceled at any time by the DOS 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.

1.4 Eligible Proposers

Any for-profit, not-for-profit, academic or other organization is eligible to apply under this procurement.

1.5 Minimum Requirements

1. Proposals must be received by the due date and time stated on the cover page of this RFP.
2. Not-for-profit Proposers must be prequalified in the NYS Grants Gateway by the application due date.
 - a. Proposers must complete a Vendor Responsibility Questionnaire online and certify the Questionnaire within six (6) months of the proposal due date

See Section 5.1.10 for additional information.

1.6 Proposer's Preferred Qualifications

Preference will be given to Proposers with:

1. Shoreline management expertise in NYS
 - a. Coastal and marine resource management experience located in the New York coastal areas of the Atlantic Ocean/Long Island Sound and the Great Lakes (specifically Lake Ontario)
 - b. In-depth understanding of the benefits and drawbacks of shoreline management alternatives (hereafter referred to as 'measures'): structural, non-structural¹, and Nature-Based Features (NBF).
 - c. Understanding of systemic and cumulative effects of shoreline erosion management measures.
 - d. Knowledge of existing coastal regulations (New York State and Federal).

¹ For the purposes of this RFQ, non-structural refers to unstructured shore areas with native geological substrate and plant community.

2. Ecological systems and processes expertise
 - a. Expertise with salt- and fresh-water coastal ecosystems and ecological functioning of natural shorelines in the Northeast/Great Lakes regions.
 - b. Understanding of ecosystem services/benefits/effects of natural shorelines, NBF and structural measures.
3. Coastal engineering expertise
 - a. Understanding of dynamic coastal processes affecting ecological and human assets, including projected climate change effects on coastal hazards
 - b. Familiarity with modeling of surge, wave, and wind effects on coastal habitats, development and infrastructure, and with modeling of coastal sediment transport dynamics.
 - c. Understanding of engineering performance of shoreline flood and erosion control measures.
4. Socio-Economic expertise
 - a. Familiarity with environmental economics.
 - b. Expertise with contingent valuation methodology (WTP/WTA) and survey application.
 - c. Experience quantifying, evaluating, or capturing socio-economic elements.
5. In-Situ Data Collection expertise
 - a. Demonstrated experience collecting data on shoreline/shoreline-related features, including, but not limited to: plant species cover and abundance, presence of sessile organisms, wave heights, and elevation profiles.
 - b. Demonstrated experience collecting social data including, but not limited to, direct interviews, including household surveys.
6. Data analysis and geospatial expertise
 - a. Experience with relational databases, including the capacity to develop, test and evaluate.
 - b. Experience analyzing data for patterns, trends, and comparative purposes.
 - c. Experience with statistical software, such as SPSS, R, STATA, and/or MATLAB.
 - d. Experience and capacity to develop data storage and tracking tools, including data visualization capacity.
 - e. Demonstrated geospatial analysis capacity.

- f. Ability to integrate software and file formats with DOS systems (i.e. Microsoft Access and Excel and ESRI ARC Info software).

7. Project Management

- a. Project management - Experience coordinating complex projects involving multiple disciplines, managing, and scheduling multi-disciplinary work to meet short deadlines.
- b. Flexibility – Ability to respond to emerging conditions that may affect meeting schedules, product delivery or partner needs.

8. Strategic Communication

- a. Technical writing – Adept at developing plain language writing, illustrating, including graphics, and editing, with ability and commitment to produce professional quality products that:
 - i. clearly articulate the project process;
 - ii. utilize language that is easily comprehensible for a general, non-scientific audience; and
 - iii. incorporate feedback from DOS and PAC.
- b. Contract administration – Ability to coordinate with project managers to:
 - i. Assure effective project management
 - ii. Follow project manager protocols on communication with partners/PAC
 - iii. Recommend efficiencies and accomplish project objectives.

Proposers will be expected to provide a narrative with their proposal detailing experience and performance completing a minimum of five (5) similar projects/contracts in the last five (5) years. It is not expected that each project will encompass all of the tasks to be included in this project, but taken together the five previous projects should cover all of the tasks required in this project, which are outlined in the following section “2. SCOPE OF WORK”.

2. SCOPE OF WORK

Within the contract term, the Contractor will complete the following tasks and products (deliverables). All deliverables will be reviewed by DOS and the Contractor will address and incorporate suggested edits prior to final approval and acceptance for payment.

Task 1: Project Kickoff Meeting and Project Advisory Committee Establishment

The Contractor and the Department shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, State Environmental Quality Review Act (SEQRA) compliance requirements (if required), MWBE requirements, and any other information which would assist in project completion. The meeting will either be in-person in Albany or via Webinar. In addition, the composition of a project advisory committee (PAC) shall be discussed and a list of proposed members will be supplied by DOS and reviewed during the project initiation meeting. The Contractor shall prepare and distribute a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Deliverable(s): Project kickoff meeting held in Albany or via Webinar. List of final members of the Project Advisory Committee. Written meeting summary outlining agreements reached.

Task 2: Initial Assessment and Review of The Monitoring Framework Report

As described in the project background section, the proposed project will fulfill a next step in refinement of the Monitoring Framework protocols and database. The Contractor shall read and demonstrate a thorough understanding of the full Monitoring Framework report. The selected contractor shall thoroughly review Section 4, Strategies for Continued Framework Development and Implementation, for a better understanding of limitations and desirable next steps for the Monitoring Framework. A more in-depth analysis will take place on the protocols/field worksheets. The contractor shall conduct a preliminary assessment of the 17 protocols and associated worksheets and consider the suggestions made in Section 4 in the Final Framework report, in addition to, but not limited to, the following:

- a) Level of expertise/effort required to employ protocols.
- b) Information requiring more detail (e.g., QA/QC procedure completeness).
- c) Consistency within and across protocols as it relates to data outputs/formats and management requirements. Data output consistency and universal compatibility.

Based on the initial assessment, the contractor shall outline potential areas for protocol/worksheet improvements.

Deliverable(s): Draft initial assessment of The Monitoring Framework protocols/worksheets, including proposed revisions, if applicable, with supporting documentation of changes.

Task 3: Initial Assessment and Review of Database and Geodatabase products

Part 1: Database Evaluation: Contractor will evaluate the existing Monitoring Framework Microsoft Access database and ArcGIS geodatabase for validity, consistency, and overall rationale for the relational structure. The assessment should include an evaluation of the current status of the database and geodatabase and outline necessary steps needed to complete tasks under this

contract, which may include some data cleanup and/or data entry. The database and geodatabase will be evaluated for the following, including but not limited to:

1. Consistency and/or improvements in field naming conventions
2. Consistency and/or improvements in field types (e.g. text, data, numeric)
3. Consistency and/or improvements in relational structure
4. Improvements in connectivity between Access database and ArcGIS geodatabase.
5. Appropriate data backup protocols

(Optional) Part 2.: Develop field data collection application for the Monitoring Framework protocols/worksheet.

Application should be mobile friendly, compatible with the existing database and ArcGIS geodatabase, and allow for accurate and reliable input of information collected in the field.

Deliverable(s): Evaluation of existing database structure and relationships, and evaluation of ArcGIS geodatabase, with any recommended changes or updates, including appropriate data backup protocols. Optional electronic field data collection application.

Task 4: PAC Meeting

The contractor shall organize a web-meeting with PAC members to present initial assessment results from Tasks 2 and 3. The contractors shall develop and distribute the webinar invitation and arrange a date/time that works for the majority of the participants. The contractor shall develop a presentation that includes initial assessment results and next steps. During the meeting and in follow-up correspondence, the contractor shall elicit and document feedback from the PAC members. The contractor shall consider and incorporate comments received into the remaining project tasks and final products.

Deliverable(s): PAC meeting presentation, telephone/webinar access for participants, meeting summary notes, follow-up e-mail soliciting any further comments.

Task 5: Monitoring Data Collection

With DOS approval, the contractor collects data using the approved protocols, including original and refined protocols. If the data outputs of the refined protocols match the original data outputs/format, the refined protocols may be solely applied. However, if the data outputs/format vary from the original, both the original and refined protocols must be applied. The protocols will be applied at a minimum of 8 sites, which cover two geographic regions of the State: Long Island and Lake Ontario/Lake Erie. Data collection includes both field and desktop protocols. For each region, 4 sites have been pre-selected for data collection: two nature-based feature sites, one natural site, and one structural site. Substitute sites may be considered if extenuating circumstances do not

allow for data collection at a particular site with DOS approval. If time and funds allow, DOS, in coordination with the contractor, may select additional sites for data collection.

Deliverable(s): DOS approved finalized list of project sites; Summary of field experience (similar format to Monitoring Framework pilot field data collection sites and approach); raw data from a minimum of 8 sites.

Task 6: Development of data-entry screen

Development of Graphical-User Interface (data entry screen) for Microsoft Access Database, and incorporation of revisions from the worksheets developed in Task 2 and from any field experience, if applicable.

1. Interface must provide user-friendly navigation between fields, with use of logical tab orders which follow the order/flow of the field collection worksheets
2. The system will define mandatory fields
3. The application should have warnings for use of non-standardized naming conventions (e.g., QA/QC clauses for ensuring data integrity and reduction of human error)
4. Data entry should maximize the use of drop downs, or fields should use auto-fill capabilities wherever possible
5. Following data entry, the database will update applicable geodatabase fields.

Deliverable(s): Data entry screen(s) that follows field worksheets with appropriate on-error functionality.

Task 7: Final Report (Edits to Monitoring Framework Protocols/worksheets), Final Database/geodatabase and summary document of project process and next steps.

Upon completion of Task 5, the contractor shall make any final revisions to the protocols/worksheets and the database based on field testing. The contractor shall deliver a summary report on the project process, including a summary of revisions to the protocols/worksheets and database. The summary report will also include any recommended next steps. The revised protocols/worksheets and report will be shared with the Project Advisory Committee and comments will be recorded and shared with DOS.

Deliverable (s): Final revised protocols/worksheets, Final database/geodatabase populated with collected data from Task 5, and Final Summary Report. Documentation of comments received from PAC.

Task 8: Outreach Materials

The contractor shall develop outreach materials (such as one-pagers, tri-folds, posters, etc.) on the project. Content, which may include development and incorporation of graphics and infographics, shall be developed for a general audience to be shared by OPDCI at events, on the OPDCI website, etc. Examples of such content could include one-pager case studies on monitoring sites, benefits of monitoring using the Framework, and general information on the updated Framework protocols and database. Outreach materials will be developed in coordination with OPDCI, not to exceed three (3) separate outreach products.

Deliverable(s): Electronic files of outreach materials (either Adobe Illustrator 2019 or Adobe InDesign 2019).

Task 9: Final Webinar Presentation

The contractor shall organize a final webinar presentation to PAC members/stakeholders to share project results and gather final feedback. The contractor will develop a meeting invitation, track RSVPs, deliver the presentation, and document feedback received.

Deliverable(s): Presentation slides, presentation invite to stakeholders, telephone/webinar access for participants, meeting summary notes (including feedback received).

3. ELIGIBLE COSTS

Costs must be adequately justified and directly support the scope of work for the proposed contract. Proposed project costs must be essential to project completion.

The following costs will be eligible for reimbursement under the contract resulting from this RFP:

Personal Services – including direct salaries, wages, and fringe benefits for activities related to project work by Contractor employees. Fringe benefits must be outlined in the Proposal and include the organizations’ documented rate. If the fringe rate exceeds 35%, provide a breakdown of what is included in the rate. Any overhead or indirect costs should be included under Personal Services.

Travel – Proposal must include a travel plan detailing the proposed travel budget necessary to accomplish all of the tasks required under the Scope of Work. Proposers should also include detail of how the costs were determined. Compensation for such travel will be provided at the same rates established by the Office of the State Comptroller in the State of New York Office of the State Comptroller Travel Manual (<https://www.osc.state.ny.us/agencies/travel/manual.pdf>). Current rates are identified at the following website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Supplies – Supplies directly benefiting the required activities of this contract.

Equipment – Non-expendable personal property with a unit cost of \$5,000 or more and having a useful life of more than one year. Equipment purchase will only be considered as an eligible cost if the equipment is essential to accomplish tasks included in the scope of work and is demonstrated to be more cost-effective than renting or leasing the equipment. The proposal should list each piece of equipment to be purchased with an estimated cost and how it will be used to accomplish project tasks.

Contractual Services

Other – Direct costs necessary for the performance of the services defined in the scope of work, including but not limited to software subscriptions for the duration of the contract period.

4. INELIGIBLE COSTS

The following costs are not eligible for reimbursement under the contract resulting from this RFP:

- Indirect costs are ineligible for all organizations except not for profit organizations. Overhead costs are ineligible only for not for profit organizations. These include costs of the Proposer such as rent, telephone service, general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees.
- Costs incurred by advisory councils or committees
- Additional expenses including, but not limited to: alcohol, out-of-state or out-of-country travel, prizes and award, honoraria, lobbying expenses, fund-raising events/expenses, grant writing costs, taxes, fines and penalties, deficit funding, religious activities and refreshments for meetings
- Costs incurred prior to the contract start date
- Costs that are not adequately justified or that do not directly support the scope of work

3.5.PROPOSAL SUBMISSION

3.15.1 Question Submission and Agency Response

Questions and requests for clarification regarding this RFP shall only be directed to the Designated Contact. Communications are only accepted via email, or in writing, and must be submitted by the date posted on the cover page of this RFP. Official answers to questions will be posted on the DOS's website at <https://www.dos.ny.gov/funding/> on the date stated on the cover page of this RFP. The deadline for submission of questions is as stated on the cover page of the RFP.

3.25.2 Method for Issuing Clarifications or Modifications to the RFP

The issuance of clarifications or modifications to this RFP will be posted on the DOS's website at <https://www.dos.ny.gov/funding/> and may occur within the posting of official answers to questions (see cover page for posting dates).

3.35.3 Submission of Proposals

Only those contractors who furnish all required information will be considered for evaluation. Submit all required proposal contents, including attachments, exhibits, supporting documents, and proposal addenda if any, to the DOS at the following address:

Catherine Traina
NYS Department of State
Bureau of Fiscal Administration
1 Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231
RFP #20-OPD-4

Email or fax proposal submissions are not acceptable and will not be considered.

The State of New York will not be held liable for any cost incurred by the contractor for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the above office on or before the date and time listed in Key Event Dates on the cover page of this RFP. Proposers assume all risks for timely, properly submitted deliveries.

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

If delivered by hand, proposals must be received by the due date and time stated on the cover of this RFP. Proposers mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time. Documented delays due to courier error may not excuse late bid submissions. DOS reserves the right to review such documentation and accept proposals when submission is late due to courier error. This does not guarantee acceptance. Proposers will have two business days from receipt of notification by DOS to provide proof of courier error. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance, shall not excuse late bid submission. DOS cannot be responsible for the actions of your chosen carrier. Proposers are cautioned that receipt of proposals in the DOS Mailroom is NOT sufficient.

Proposals must remain open and valid for 365 days from the due date, unless the time for awarding the contract is extended by mutual consent of DOS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 365-day period until either

tentative award of the contract(s) by issuing office is made or withdrawal of the proposal in writing by Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing office to the successful contractor(s), who shall thereupon be obligated to execute a formal contract. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State.

3.45.4 Packaging of RFP Response

Proposers shall submit one original and four exact copies of each technical proposal and one original and three exact copies of each cost proposal. No financial proposal or pricing information may be included in a Technical Proposal. Technical and cost proposals should be submitted in separate and sealed envelopes and identified with: (1) “*Measuring Success – Phase II RFP #20-OPD-4*”; (2) the name of the Proposer, and (3) labeled “Technical Proposal” or “Cost Proposal.” The technical proposal (original and four exact copies) should be packaged, labeled and sealed separately from the cost proposal (original and three exact copies). If practical, the separate technical and cost packages should be mailed as one parcel clearly marked as stated above. Originals and copies should not be bound or stapled; please use rubber bands or clips.

Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appendices. Forms and attachments submitted should be complete and legible and include original signatures where requested. Proposers should use 12-point font with one-inch margins.

3.55.5 Elements in the Response

Proposers may respond to this RFP to perform the work as an individual consultant or as a team of consultants.

Each proposal must include two distinct sections:

1. Section 1 – Technical Proposal, and
2. Section 2 – Cost Proposal

No financial proposal or pricing information may be included in a Proposer’s technical proposal.

3.5.1–5.5.1 Elements of the Technical Proposal

The Proposer’s technical proposal must contain, at a minimum, the following completed documents signed by an official authorized to bind the Proposer to the provisions of the RFP. Failure to submit the required documents may result in the proposal being deemed nonresponsive.

(1) Technical Proposal Transmittal Sheet (Attachment 1)

Proposers must submit a complete Technical Proposal Transmittal Sheet with original signature. The transmittal letter response should attest that the Proposer has the demonstrated knowledge and expertise in the services sought in the RFP.

(2) Qualifications and Overall Experience

Proposers should submit information relevant to the preferred qualifications and provide a narrative detailing experience and performance completing a minimum of five (5) similar projects/contracts in the last five (5) years. It is not expected that each project will encompass all of the tasks to be included in this project, but taken together the five previous projects should cover all of the tasks required in this project (including but not limited to quality of deliverables, adherence to budget and schedule, communication, etc.). Proposers are encouraged to assemble teams that possess the desired qualifications. Projects/contracts completed by subcontractors are eligible for inclusion towards meeting the minimum of five (5) similar projects, however at least two (2) of the five (5) projects must have been completed by the prime proposer. The similar projects/contracts should reflect the diversity that is required of this proposed project. A list of 3 (three) references should be submitted.

(3) Understanding of Project Goals and Objectives, including Project Approach

Proposers should submit information detailing their understanding of the project tasks, project approach, and overall outcomes. Proposers should indicate whether they would undertake the listed optional task (Task 3, Part 2). Proposers should submit a short summary of their understanding of the Phase I Monitoring Project (completed in 2020) and how they will use the lessons learned from the Phase I Monitoring Project to inform their project approach. Proposers should also indicate their readiness to begin work on the project including a proposed timeframe for when work will begin and their ability to meet the timeline goals for the project (18-20 months). Indicate percent availability of Key Personnel.

(4) Project Team/Organization/Key Personnel

Proposers should provide resumes showing qualifications, educational background, professional accreditation, training and experience of all person(s) who will be assigned work on this project (including subcontractors). Include an organizational chart and staffing plan for this project. Designate an individual as the Project Manager who will be directly responsible for all activities of the organization relevant to this project. The project manager should have managed the implementation of at least one other project of similar scope and nature (projects of a collaborative nature are favorable) and a description of that project must be included in the submission. Submit a description of any subcontractors and how these subcontracted services relate to this proposed contract, including gaps in skillsets/expertise that the subcontractor(s) will fill. Indicate if any subcontractor agreements are already in place.

(5) Diversity Practices Questionnaire

Proposers must complete and submit the Diversity Practices Questionnaire attached here as Attachment 10 with their proposal.

~~3.5.2~~ 5.5.2 Elements of the Cost Proposal

The Proposer's cost proposal must contain, at a minimum, the following completed documents signed by an official authorized to bind the Proposer to the provisions of the RFP. Failure to submit the required documents may result in the proposal being deemed nonresponsive.

1. Non-Collusive Bid Certification (Attachment 2)
2. Lobbying Form (Attachment 3)
3. Consultant Disclosure Form A (Attachment 4 – attached separately)
4. ST-220-CA (Attachment 5 – attached separately)
5. MWBE Utilization Plan (Attachment 6)
6. SDVOB Form 100 (Attachment 7)

The Proposer's cost proposal should also contain the following completed forms:

(1) Cost Proposal Transmittal Sheet (Attachment 8)

The sheet must be signed by an official authorized to bind the Proposer to the provisions of the RFP and the Proposer's response. The signed cover sheet includes an attestation that the Proposer's Cost Proposal will remain valid for a minimum of 365 days from the RFP proposal due date. All relevant fields should be complete and legible. An original signature must be submitted; failure to do so may disqualify the proposal.

(2) Cost Proposal Bid Form (Attachment 9)

Provide a detailed pricing schedule as outlined in Attachment 7 – *Cost Proposal Bid Form*. Pricing Proposal should include expenses to provide proposed deliverables inclusive of all bidder costs to complete each task. Expenses related to deliverables including administrative costs must be included in the deliverables listed. Clearly label each page "PRICING SCHEDULE, PAGE ___ OF ___." Prices provided on the Pricing Schedule submitted with the proposal shall be the prices that the firm will implement if selected as the successful Contractor.

Future price increases will NOT be considered if the prices established in the original Pricing Schedule were too low to adequately cover all costs related to the work required for this project.

(3) Travel Plan

Provide a travel plan detailing the proposed travel budget necessary to accomplish all of the tasks required under the Scope of Work. Proposers should also include detail of how the costs were determined. Compensation for such travel will be provided at the same rates as established by the

Office of the State Comptroller in the State of New York Office of the State Comptroller Travel Manual (<https://www.osc.state.ny.us/agencies/travel/manual.pdf>). Current rates are identified at the following website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

4.6.EVALUATION AND SELECTION PROCESS

4.16.1 Proposal Evaluation

All proposals are subject to an evaluation by the DOS. The DOS will select the Proposer who will provide the “best value”, taking into consideration qualifications, experience, services and cost, and the consistency of the proposal with the requirements of this RFP. Only proposals judged to be responsive to the submission requirements as set forth in this RFP will be evaluated. The technical and cost sections of each proposal will be evaluated separately, using the criteria described below.

Proposals will be reviewed for conformity with this RFP and will be evaluated for substantive content. The Evaluation Team may request that clarification be provided.

The evaluation process will consist of two phases: Technical Evaluation and Cost Evaluation, as described in the following sections.

4.26.2 Evaluation Criteria

4.2.1-6.2.1 Technical Proposal Evaluation

An Evaluation Panel composed of at least three individuals will evaluate technical proposals. The final technical score for each proposal will be derived by averaging the raw technical score from each reviewer to arrive at the final technical score.

DOS reserves the right to contact the references provided and/or request the top-scoring Proposer and any Proposer scoring within 10% of the top-scoring Proposer to make an oral presentation as part of the final selection process.

Technical Proposal Evaluation Factors

- (1) Qualifications and Overall Experience (~~3640~~ points)
 - a. Proposer submitted information relevant to the preferred qualifications and provided narrative detailing experience and performance completing a minimum of five (5) similar projects/contracts in the last five (5) years. The projects reflect the diversity that is required and together cover all of the tasks required

- in this project (including but not limited to quality of deliverables, adherence to budget and schedule, communication, etc.). Proposer demonstrated that a minimum of two (2) of these projects were undertaken by the prime proposer.
- b. Proposer submitted a list of three (3) references.
- (2) Understanding of Project Goals and Objectives, including Project Approach (~~2420~~ points)
- a. Proposer submitted information detailing their understanding of the project tasks, project approach, and overall outcomes, and indicated whether they will complete the optional Task 3, Part 2 task. If there is no mention of the optional Task 3 Part 2 task, it will be assumed that the proposer is not undertaking this task and additional points associated with that task will not be awarded.
 - b. Proposer submitted a short summary of their understanding of the Phase I Monitoring Project (completed in 2020) and how they will use the lessons learned to inform their project approach.
 - c. Proposers indicated their readiness to begin work on the project including a proposed timeframe for when work will begin and ability to meet the timeline goals for the project (18-20 months). Proposers indicated percent availability of Key Personnel.
- (3) Project Team/Organization/Key Personnel (~~2018~~ points)
- a. Proposer provided resumes of all person(s) who will be assigned work pursuant to this RFP (including subcontractors), showing qualifications, educational background, professional accreditation, training and experience.
 - b. An organizational chart and staffing plan for this contract were submitted.
 - c. An individual was designated as the Project Manager. The Project Manager has managed the implementation of at least one other project of similar scope and nature and a description of that project was included in the submission.
 - d. Proposer identified any gaps in skillsets/expertise in their proposed team and has either identified a subcontractor(s) to fill the gap(s) or has laid out a plan for finding a subcontractor(s) to fill the gap(s). Proposer indicated if any subcontractor agreements are already in place.
- (4) Diversity Practices Questionnaire Diversity Practices Questionnaire (Attachment 10) will be scored in accordance with the established matrix. (2 points)

~~4.2.2~~ 6.2.2 Cost Proposal Evaluation

The evaluation and scoring of the costs will be determined independently by DOS' Bureau of Fiscal Management. The lowest Proposer must receive the maximum number of points awarded for the cost component (20 points). The other Proposers will receive a proportional score using the following formula:

$$a = (b/c) \times 20, \text{ where:}$$

- b = lowest total cost;
- c = total cost for the Proposer being scored;
- a = normalized cost score for Proposer being scored; and
- 20 = total cost points.

4.2.3-6.2.3 Additional Points

Up to (2) additional points will be awarded if the Proposer indicates they will complete the optional Task 3, Part 2 task.

4.2.4-6.2.4 Interview

The Department may request that the highest scoring Proposer and any Proposer scoring within 10% of the top-scoring Proposer make a presentation regarding their proposal to evaluate their understanding and proposed approach of the project, their ability to communicate well, and their presentation skills. Presentations may result in the rescoring of the technical proposal.

4.36.3 Method of Award

This is a competitive procurement that will result in one contract to perform services as stated in Section 2 of this RFP. The method of award is best value, which takes into consideration cost as well as technical or non-cost factors.

Each evaluator's individual technical scores will be averaged to arrive at an overall technical score. Technical scores will account for 80% and cost will account for 20% of the total score. DOS will make the award based on the highest overall score.

4.46.4 Notification of Award

After the evaluation, all Proposers offering proposals will be notified of the name(s) of the selected Proposer(s). The selected Proposer(s) will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this RFP shall not be made without prior approval from the issuing office.

5.7.ADMINISTRATIVE INFORMATION

5.1.7.1 Mandatory Requirements

5.1.1-7.1.1 Confidentiality

Internal drafts of DOS documents must be treated as confidential. In addition, documents obtained and/or produced during the course of the successful Proposer's work under the contract shall be designated as "confidential" or "trade secret."

All individuals performing work under the contract will be required to sign a "confidentiality agreement" that will preclude anyone from revealing or utilizing the information contained in a confidential/trade secret document in connection with any activity other than work under the contract.

Confidential documents will only be available to individuals on a need-to-know basis, are to be kept and used in a secure setting and cannot be copied. Penalties have been established by the State of New York for any violation of the confidentiality agreement.

5.1.2-7.1.2 Consultant Assurances

The successful Proposer(s) must agree that it will perform its obligations under the contract in accordance with all applicable Federal, State and local laws, rules and regulations now and hereafter in effect.

The successful Proposer(s) must warrant and affirm that the terms of the RFP, its proposal, and any resulting contract do not violate any contracts or agreements to which it is a party and that its contractual obligations will not adversely influence its ability to perform under the contract.

5.1.3-7.1.3 Subcontracting

Before any part of the contract shall be sublet, the Contractor shall submit to DOS in writing, the name of each proposed subcontractor and obtain written consent to utilize such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOS may require concerning the proposed subcontractor's ability and qualifications.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the Contract Documents including, but not limited to the General Conditions and Requirements.

5.1.4-7.1.4 Proprietary Interests

All information and products developed under this contract become the sole property of the DOS. The successful Proposer(s) shall not copyright any material developed under this contract.

5.1.5-7.1.5 Travel

~~All travel must be first pre-approved in writing by DOS. Proposers must include a travel plan with their proposal detailing the proposed travel budget necessary to accomplish all of the tasks required under the Scope of Work. Proposers should also include detail of how the costs were determined.~~

Compensation for such travel will be provided at the same rates as established by the Office of the State Comptroller in the State of New York Office of the State Comptroller Travel Manual (<https://www.osc.state.ny.us/agencies/travel/manual.pdf>). Current rates are identified at the following website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

5.1.6-7.1.6 Reporting Requirements

The successful Proposer(s) will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the proposal price. Upon award of the contract and prior to the start of any work, the successful Proposer(s) shall be available for an initial job meeting with DOS. This meeting will include:

- a. An introduction for each respective organization, chain of command, etc., and
- b. Review of the scope of work and the expectations of DOS and the consultant.

During the term of any contract resulting from this RFP, the successful Proposer(s) shall maintain contact with DOS regarding all communication and transactions relating to the aforementioned contract(s). Upon completion of each assignment, the results must be forwarded to DOS.

5.1.7-7.1.7 Dispute and Conflict Resolution

During the course of the contract between the DOS and the successful Proposer(s), attempts may be made to resolve any disputes between the parties by telephone or by in-person discussions whenever feasible, with follow-up written documentation as appropriate.

5.1.8-7.1.8 Debriefing

Unsuccessful applicants may request the opportunity to be debriefed. Requests must be made in writing within 10 days of receipt of notice of award to the same address to which applications are submitted.

5.1.9–7.1.9 Protest Procedures

In the event unsuccessful Proposers wish to protest the award resulting from this RFP, Proposers should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

5.1.10–7.1.10 Vendor Responsibility Questionnaire

DOS conducts a review of prospective Contractors (Proposers) to provide reasonable assurances that the Proposer is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Proposer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a proposal, Proposer agrees to fully and accurately complete and submit the "Questionnaire". The Proposer acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Proposer is responsible, and that the State will be relying upon the Proposer's responses to the Questionnaire when making its responsibility determination.

DOS strongly recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

In order to assist the State in determining the responsibility of the Proposer, the Proposer should complete and certify (or recertify) the Questionnaire no more than six months prior to the proposal due date. Please note that a Proposer's Questionnaire cannot be viewed by DOS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the proposal opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is found by the State that the Proposer's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

This section shall also apply to any proposed subcontractor performing services under the contract in excess of \$100,000.00, or at the discretion of DOS.

5.1.11-7.1.11 Contractor's Insurance Requirements

Prior to the commencement of the work, the Contractor shall file with the State, Certificates of Insurance evidencing compliance with all requirements contained in the Contract. Such certificate shall be of form and substance acceptable to the State.

Acceptance and/or approval by the State does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by the State; shall be endorsed to provide written notice be given to the State, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name NYS Department of State as certificate holder thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The NYS Department of State as certificate holder requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract and as further required by the Contract. The Contractor shall not take any action or fail to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply DOS updated replacement Certificates of Insurance, and amendatory endorsements.

Contractor shall, throughout the term of the Contract or as otherwise required by the Contract, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

(1) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent Contractors, products completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse and underground coverage.

(a) If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

(2) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

(3) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOS arising from Contractors work.

(a) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

(b) If the Contract includes disposal of materials from the job site, the Contractor must furnish to DOS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.

- (i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

(4) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.

(a) Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.

(b) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

(5) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOS, or, if such waiver is unobtainable (a) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOS or (b) any other form of permission for the release of DOS.

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DOS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DOS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DOS's immediate termination of any contract resulting from this RFP, subject only to a five business day cure period. Any termination by DOS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against DOS its agents and employees therefore for lost profits or any other damages.

(6) Workers' Compensation/Disability Insurance. Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are

required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF OF COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, Contractors shall:

- (1) be legally exempt from obtaining workers' compensation insurance coverage;
or
- (2) obtain such coverage from insurance carriers;
or
- (3) be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to DOS at the time of bid submission or shortly after the opening of bids:

- (1) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);

Or

- (2) Certificate of Workers' Compensation Insurance:

- (a) Form C-105.2 (9/07) if coverage is provided by the Contractor's insurance carrier, Contractor must request its carrier to send this form to DOS;
or
- (b) Form U-26.3 if coverage is provided by the State Insurance Fund, Contractor must request that the State Insurance Fund send this form to DOS;
or
- (c) Certificate of Workers' Compensation Self-Insurance - Form SI-12, available from the New York State Workers' Compensation Board's Self-Insurance Office;
or
- (d) Certificate of Participation in Workers' Compensation Group Self-Insurance

Form GSI-105.2, available from the Contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, Contractors shall:

- (1) be legally exempt from obtaining disability benefits coverage;
or
- (2) obtain such coverage from insurance carriers;
or
- (3) be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to DOS at the time of bid submission or shortly after the opening of bids:

- (1) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
or
- (2) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to DOS;

or
- (3) Form DB-155, Certificate of Disability Benefits Self-Insurance. The contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name DOS as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

5.1.12-7.1.12 State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as "contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services" ("covered consultant contract" or "covered consultant services"). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The

effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these requirements, winning Proposers for procurements involving consultant services agree to complete:

- Form A – the Contractor’s Planned Employment Form.
- Form B – the Contractor’s Annual Employment Report throughout the term of the Contract by May 1st of each year.

The following information must be reported for each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year:

1. Total number of employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under such Contract.*

(Information must be reported on the Contractor’s Annual Employment Report (Form B) or other format stipulated by DOS.)

**NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.*

Contractor agrees to simultaneously report such information via Form B to the Department of Civil Service, the Office of the State Comptroller and the Department of State, as designated below:

NYS Office of the State Comptroller
Bureau of Contracts
110 State St, 11th floor
Albany, NY 12236
Attn: Consultant Reporting

NYS Department of State
Contract Administration Unit
1 Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231
Proposal # RFP 20-OPD-4

NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to section 87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

5.1.13–7.1.13 Lobbying Statute Summary

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between a Governmental Entity and a Proposer during the procurement process. A Proposer is restricted from making contacts from the earliest posting, on a Governmental Entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Proposers intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller (“Restricted Period”) to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are also required to obtain certain information when contacted during the Restricted Period and make a determination of the responsibility of the Proposer pursuant to these two statutes. Certain findings of nonresponsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <https://www.dos.ny.gov/procurement/lobby.htm>.

5.1.14–7.1.14 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.

Form ST-220-TD must be filed with and returned directly to DTF. 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.

If awarded a contract, Form ST-220-CA must be filed with the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with proposal submission). Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.nystax>.

5.1.15–7.1.15 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

Pursuant to New York State Executive Law Article 15-A, DOS recognizes its obligation under the law to promote business opportunities for maximum feasible participation of certified minority- and women-owned businesses (MWBES) and the employment of minority group members and women in the performance of DOS contracts.

In 2016, 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 in June 2017, under the title "State of New York 2016 MWBE 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 Department of State establishes 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.

For purposes of this solicitation, DOS hereby establishes an overall aspirational goal of 30% for MWBE participation, with an anticipated split of 15% for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 15% for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DOS may withhold payment pursuant to any subcontract awarded as a result of this RFP and additional written authorization pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?XID=8241&TN=ny>. For guidance on how DOS will determine a Contractor’s “good faith efforts” refer to 5 NYCRR §142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker’s contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier’s contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and DOS may withhold payment 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 relevant MWBE goals; and
2. all sums actually paid to MWBEs for work performed or materials supplied under the subcontract.

By submitting a bid or proposal, a bidder on the Contract (“Proposer”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof:

- For non-Federally funded contracts: through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com/?TN=ny>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Department of State.
- For Federally funded contracts: through the MWBE Quarterly Report (Form F) to Department of State, by the 10th day following each end of quarter over the term of the Contract.

Proposal Submittals

If Proposer is able to subcontract any of the work under this contract to certified MWBE firms, the Proposer must submit a completed MWBE Utilization Plan (Form D) with their Proposal.

If Proposer will be subcontracting some of the work under this contract but only to non-MWBE certified firms, the Proposer must submit documentation of their Good Faith Efforts as detailed below.

If Proposer will be self-performing all of the work under this contract, the Proposer must submit a statement to this effect and further certifying that, if subcontracting is required during the course of the contract, Good Faith Efforts will be made to subcontract to certified MWBE firms.

Utilization Plan

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 Department of State.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract.

Good Faith Efforts:

Proposers will be required to make Good Faith Efforts (GFE) to provide meaningful participation to MWBEs as subcontractors or suppliers in the performance of contracts.

As detailed in 5 NYCRR §142.8, documentation of GFE includes, but is not limited to:

- Evidence of outreach to MWBEs: mail, email, phone calls and follow up;
- Written responses by MWBEs to the grantee/vendor’s outreach;
- Copies of search(es) of the directory and advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;

- Attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the grantee with MWBEs including dates and location;
- Information describing specific steps undertaken to reasonably structure the contract scope of work to maximize opportunities for MWBE participation; and
- Information describing non-MWBE subcontractors' efforts to engage MWBEs to undertake part of the project's work or to procure equipment/materials/supplies.

Department of State may disqualify a Proposer as being non-responsive under the following circumstances:

- a) If a Proposer fails to submit an MWBE Utilization Plan; or
- b) If Department of State determines that the Proposer has failed to document good faith efforts; or
- c) Proposer fails to submit a statement that all work will be self-performed and certifying that, if subcontracting is required, Good Faith Efforts will be made to subcontract to certified MWBE firms.

If you are selected, you will be required to show due diligence to comply with all the MWBE contractual requirements, including meeting the goals for certified MWBE firms participation as stated in your Contract and in accordance with NYS Executive Law Article 15-A.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Proposer agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A. The respondent 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 respondent, to 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.

Additionally, successful Proposers will be required to submit the following documents and information within ten (10) business days after the Proposer receives notice from Department of State that the Contract is being awarded as evidence of compliance with the foregoing:

- A. A Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement (Form A).
- B. A staffing Plan (Form B) if the Contract is over \$250,000.
- C. A Workforce Utilization Report (Form C) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by Department of

State on a quarterly basis during the term of the Contract, to the Bureau of Fiscal Management at:

MWBE Unit

Email: dos.sm.mwbe@dos.ny.gov

Phone: 518-474-2754

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.

5.1.16–7.1.16 Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses

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

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

Contract Goals

A.DOS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB

participation goals should be directed to DOS at dos.sm.sdvob@dps.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see letter D under Waiver below).

Proposal Submittals

If Proposer is able to subcontract any of the work under this contract to certified SDVOB firms, the Proposer must submit a completed SDVOB Utilization Plan (Form 100) with their Proposal.

If Proposer will be subcontracting some of the work under this contract but only to non-SDVOB certified firms, the Proposer must submit documentation of their Good Faith Efforts as detailed below.

If Proposer will be self-performing all of the work under this contract, the Proposer must submit a statement to this effect and further certifying that, if subcontracting is required during the course of the contract, Good Faith Efforts will be made to subcontract to certified SDVOB firms.

SDVOB Utilization Plan

A. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any

modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to DOS.

B.If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

C.Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

DOS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

- a) If a Proposer fails to submit an SDVOB Utilization Plan; or
- b) If Department of State determines that the Proposer has failed to document good faith efforts;
or
- c) Proposer fails to submit a statement that all work will be self-performed and certifying that, if subcontracting is required, Good Faith Efforts will be made to subcontract to certified SDVOB firms.

Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to DOS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to DOS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: dos.sm.sdvob@dos.ny.gov.

Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

~~5.1.17~~ 7.1.17 **Iran Divestment Act**

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Proposers/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>. Proposers/Offerers further certify that they will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Proposer/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 DOS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOS 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 DOS 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.

DOS reserves the right to reject any proposal, 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.

~~5.1.18~~ 7.1.18 **Sexual Harassment Policy and Training**

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of [section two hundred one-g of the labor law](#).

~~5.1.19~~ 7.1.19 **Reserved Rights**

The Department of State Reserves the Right to:

- 1) Reject any or all proposals received in response to the RFP;
- 2) Withdraw the RFP at any time, at the agency's sole discretion;
- 3) Make an award under the RFP in whole or in part;
- 4) Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- 5) Seek clarifications and revisions of proposals;
- 6) Use proposal information obtained through site visits, management interviews and the state's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- 7) Prior to the proposal opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- 8) Prior to the proposal opening, direct Proposers to submit proposal modifications addressing subsequent RFP amendments;
- 9) Change any of the scheduled dates;
- 10) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Proposers;
- 11) Waive any requirements that are not material;
- 12) Negotiate with the successful Proposer within the scope of the RFP in the best interests of the State. DOS will negotiate the contract for services in fulfillment of the needs of this RFP on the basis of demonstrated competence and qualifications. Contract negotiations may include, but are not limited to, the selected Proposer's price proposals to ensure work is accomplished at fair and reasonable rates. DOS will negotiate the contract for services in which it reserves the right to:
 - a. Adjust the total amount of funding based on the program's success, funding source approval requirements, or any other relevant factors;
 - b. Terminate the contract at any time if the contractor is underperforming, or require the contractor to terminate staff that are underperforming;
 - c. Terminate the contract at any time with written notice not less than thirty (30) days;

- d. Incorporate necessary program changes by modifying or adding to the services required;
 - e. Tailor the services as needed within the scope of the contract; and
 - f. Interview Proposers or individuals assigned to work on the desired contracting services as a secondary stage in the selection process, if determined necessary by DOS.
- 13) If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the state;
 - 14) Utilize any and all ideas submitted in the proposals received;
 - 15) Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the proposal opening;
 - 16) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the solicitation;
 - 17) Waive or modify minor irregularities in applications received;
 - 18) Not fund an application that fails to submit a clear and concise work plan or budget;
 - 19) Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the Department of State and the State Comptroller;
 - 20) Award more than one contract resulting from this RFP; and
 - 21) In its sole discretion, determine the total number of awards to be granted pursuant to this RFP.
 - 22) In the event that a workplan submitted post award during contract negotiations is substantially different from the application submitted through the procurement process, DOS reserves the right to require modifications to the workplan to bring it into conformance with the application. If no such modifications are made and approved within a reasonable time period, DOS may rescind the award and make funding available to the next highest scoring application.

Attachment 1: Technical Proposal Transmittal Sheet

New York State Department of State - RFP #20-OPD-4

| | |
|---|--|
| TECHNICAL PROPOSAL FOR _____ <i>(insert working group subject area)</i> | |
| <i>Name of Proposer Organization (Legal name as it would appear on a contract)</i> | |
| <i>Mailing Address (Street address, P.O. Box, City, State, ZIP Code)</i> | |
| Federal Employee Identification Number: | |
| If NYS Certified: | |
| Minority Business Enterprise (MBE) <input type="checkbox"/> | Woman Business Enterprise (WBE) <input type="checkbox"/> |
| Person authorized to act as the contact for this firm in matters regarding this proposal: | |
| Printed Name <i>(First, Last)</i> : | Title: |
| Telephone number: | Fax number: |
| E-mail: | |
| Person authorized to obligate this firm in matters regarding this proposal or the resulting contract: | |
| Printed Name <i>(First, Last)</i> : | Title: |
| Telephone number: | Fax number: |
| E-mail: | |
| (CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board: | |
| Printed Name <i>(First, Last)</i> : | Title: |
| Signature of Proposer or Authorized Representative | Date: |

By signing this form below, you certify that:

- you are authorized on behalf of the applicant and its governing body to submit this application and to bind the Proposer to comply with the requirements listed in this RFP;
- the Proposer agrees to all terms and conditions contained in the draft contract attached hereto as Attachment ~~11+0~~;
- all of the information contained in this application and in all statements, data and supporting documents are true, correct and complete to the best of your knowledge and belief;
- the proposal price submitted on the Pricing Proposal will remain valid for a minimum of 365 days from the date of submission.
- by submission of this proposer, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Signature of Authorized Representative

Date

Attachment 2: Non-Collusive Bidding Certification

RFP #20-OPD-4

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

1. The prices of this proposal 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 Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Proposer's Name

By:

Signature Date

Print:
Name: _____

Title: _____

Attachment 3: Lobbying Form

RFP #20-OPD-4

**Offerer's Affirmation of Understanding of and Agreement Pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)**

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name:

Title:

Contractor Name:

Contractor Address:

1. Offerer Disclosure of Prior Non-Responsibility Determinations

Note: Government Entities may wish to consider integrating this language in their existing forms.

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

Offerer Disclosure of Prior Non-Responsibility Determinations (Continued)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form:

Contract Procurement Number: 20-OPD-4

Date: _____

1. Has any Government 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 question.

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

NO

YES

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

NO

YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

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

NO

YES

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Offerer's Certification of Compliance with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity. While the nature of the Procurement Contract will determine how to obtain the certification and when the certification should be obtained, the following documents have been identified for consideration:

- solicitation documents (such as an Invitation for Bids or Requests for Proposal);
- procurement contract; and
- other/stand alone certification.

It is recommended that the certification be obtained as early as possible in the process, such as when an Offerer submits its proposal, bid or other form of offer.

Offerer Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name:

Title:

Contractor Name:

Contractor Address:

Attachment 4: Consultant Disclosure Form A

(Attached separately)

Attachment 5: ST-220-CA

(Attached separately)

Attachment 6: MWBE Utilization Plan

FORM D

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Project/Contract No.:

M/WBE Goals in the Contract: MBE % WBE %

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

| | | | | |
|-----------|--|--|--|--|
| E. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| F. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| G. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| H. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| I. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |

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

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

Attachment 7: SDVOB Form 100

SDVOB UTILIZATION PLAN – FORM 100 Initial Plan Revised plan Contract/Solicitation # _____

| | | | |
|--|--|--------------------------------|--------------------------------|
| <p>INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.</p> <p>This form must be submitted within ten (10) business days after the Bidder/Contractor receives notice of award from Department of State. Submit your Utilization Plan to the DOS SDVOB Program at dos.sm.sdvob@dos.ny.gov</p> | | | |
| BIDDER/CONTRACTOR INFORMATION | | | SDVOB Goals In Contract |
| Bidder/Contractor Name: | | NYS Vendor ID: | |
| Bidder/Contractor Address (Street, City, State and Zip Code): | | | % |
| Bidder/Contractor Telephone Number: | | Contract Work Location/Region: | |
| Contract Description/Title: | | | |
| CONTRACTOR INFORMATION | | | |
| Prepared by (Signature): | | Name and Title of Preparer: | |
| | | Telephone Number: | |
| | | Date: | |
| Email Address: | | | |
| <i>If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.</i> | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | |
| | | Telephone No.: | |
| Address: | | Email Address: | |
| Detailed description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | |
| | | Telephone No.: | |
| Address: | | Email Address: | |

| |
|---|
| Detailed Description of work to be provided by subcontractor/supplier: |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% |

| | | | | |
|---|---------------------|-----------------------------------|--|---|
| FOR DOS USE ONLY | | | | |
| DOS Authorized Signature: | | <input type="checkbox"/> Accepted | <input type="checkbox"/> Accepted as Noted | <input type="checkbox"/> Notice of Deficiency |
| NAME (Please Print): | SDVOB %/\$ _____ | _____ | Date Received: | Date Processed: |
| Comments: | | | | |
| NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://online.ogs.ny.gov/SDVOB/search | | | | |
| <i>Note: Any listed Subcontractors/Suppliers may be contacted and verified by DOS.</i> | | | | |

ADDITIONAL SHEET – FORM 100

| | |
|-------------------------|-------------------------------|
| Bidder/Contractor Name: | Contract/Solicitation # _____ |
|-------------------------|-------------------------------|

| | | | |
|------------------------------------|--|--|--|
| SDVOB Subcontractor/Supplier Name: | | | |
|------------------------------------|--|--|--|

| | | |
|---|-----------------------------|----------------|
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
|---|-----------------------------|----------------|

| | |
|----------|----------------|
| Address: | Email Address: |
|----------|----------------|

| |
|--|
| Detailed Description of work to be provided by subcontractor/supplier: |
|--|

| |
|---|
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% |
|---|

| | | | |
|------------------------------------|--|--|--|
| SDVOB Subcontractor/Supplier Name: | | | |
|------------------------------------|--|--|--|

| | | |
|---|-----------------------------|----------------|
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
|---|-----------------------------|----------------|

| | |
|----------|----------------|
| Address: | Email Address: |
|----------|----------------|

| |
|--|
| Detailed Description of work to be provided by subcontractor/supplier: |
|--|

| |
|---|
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% |
|---|

| | | | |
|------------------------------------|--|--|--|
| SDVOB Subcontractor/Supplier Name: | | | |
|------------------------------------|--|--|--|

| | | |
|---|-----------------------------|----------------|
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
|---|-----------------------------|----------------|

| | | | |
|---|--|-----------------------------|----------------|
| | | | |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |

Attachment 8: Cost Proposal Transmittal Sheet

New York State Department of State, RFP #20-OPD-4

| | |
|---|--|
| COST PROPOSAL FOR _____ <i>(insert working group subject area)</i> | |
| Name of Proposer <i>(Legal name as it would appear on a contract)</i> | |
| Mailing Address <i>(Street address, P.O. Box, City, State, ZIP Code)</i> | |
| Federal Employee Identification Number: | |
| If NYS Certified: | |
| Minority Business Enterprise (MBE) <input type="checkbox"/> | Woman Business Enterprise (WBE) <input type="checkbox"/> |
| Person authorized to act as the contact for this firm in matters regarding this proposal: | |
| Printed Name <i>(First, Last):</i> | Title: |
| Telephone number: | Fax number: |
| E-mail: | |
| Person authorized to obligate this firm in matters regarding this proposal or the resulting contract: | |
| Printed Name <i>(First, Last):</i> | Title: |
| Telephone number: | Fax number: |
| E-mail: | |
| (CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board: | |
| Printed Name <i>(First, Last):</i> | Title: |
| Signature of Proposer or Authorized Representative | Date: |

By signing this form, the above Proposer or Authorized Representative attests that the proposal price submitted on the Bid Detail Sheet will remain valid for a minimum of 365 days from the date of submission.

Attachment 9: Cost Proposal Bid Form

RFP #20-OPD-4

| Cost Category | Amount |
|-------------------------|---------------|
| A. Salaries | |
| B. Travel | |
| C. Supplies | |
| D. Equipment | |
| E. Contractual Services | |
| F. Other | |
| Total Budget: | |

Proposer's Name: _____

Representative: _____

Signature

Date

Name: _____

Title: _____

Attachment 10: Diversity Practices Questionnaire

DIVERSITY PRACTICES QUESTIONNAIRE

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or noncontract- related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?²

4. Does your company provide technical training³ to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such

² Do not include onsite project overhead.

³ Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or no

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

**VENDOR CONTRACT
AGREEMENT
NYS DEPARTMENT OF STATE**

Contract Number: _____

This AGREEMENT, by and between the New York State Department of State, with its principal offices at One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231 (hereinafter referred to as STATE, AGENCY or DEPARTMENT) and [] (hereinafter referred to as CONTRACTOR) WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the documents listed below. In the event of a conflict between the terms of the documents, such conflicts will be reconciled in the order of precedence in which they are listed:
1. Appendix A, Standard Clauses for NYS Contracts
 2. Appendix X, Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
 3. Vendor Contract and Face Page
 4. Appendix B, Budget and Program Work Plan
 5. Appendix C, Payment and Reporting Schedule
 6. Appendix D, Notices
 7. Exhibit 1, the Request for Proposals (RFP #) issued by the Department on [DATE] attached thereto and made a part hereof
 8. Exhibit 2, Contractor's Proposal, together with all attachments and appendices submitted to the Department and opened on [DATE], attached hereto and made a part hereof
- B. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- C. Funding for the entire contract period shall not exceed the amount specified as "Funding Amount for Initial Period" on the face page hereof. To modify the AGREEMENT, the parties

shall revise or complete Appendix X and any appropriate form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the STATE.

- D. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall meet the program objectives summarized in the Budget and Program Work Plan (Appendix B) in accordance with: provisions of the AGREEMENT; relevant laws, rules, and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program, and conditions of applicable permits, administrative orders and judicial orders. Subcontracting by the CONTRACTOR shall not be permitted except by prior written approval of the STATE. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT.
- E. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C).

II. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may terminate this AGREEMENT without cause by thirty (30) days prior written notice.
- D. The STATE may, in its discretion, order the CONTRACTOR to suspend performance for a reasonable period of time. In the event of such suspension, the CONTRACTOR shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONTRACTOR shall comply with the particulars of the notice. The STATE shall have no obligation to reimburse CONTRACTOR'S expenses during such suspension period. Activities may resume at such time as the STATE issues a formal written notice authorizing a resumption of performance under the Agreement.
- E. Non-Responsibility: In accordance with the provisions of Sections V (F) and (G) herein, the STATE may make a final determination that the CONTRACTOR is non-responsible (Determination of Non-Responsibility). In such event, the STATE may terminate the Master Contract at the CONTRACTOR'S expense, complete the contractual requirements in any manner the STATE deems advisable and pursue available legal or equitable remedies for breach.

- F. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the CONTRACTOR where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the CONTRACTOR that are not subject to allowable costs already incurred by the CONTRACTOR shall be returned to the State Agency. In any event, no liability shall be incurred by the STATE (including the State Agency) beyond monies available for the purposes of the Contract. The CONTRACTOR acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the CONTRACTOR'S responsibility.
- G. Force Majeure: The STATE may terminate or suspend its performance under the Contract immediately upon the occurrence of a "force majeure." For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the STATE which render the performance of its obligations impossible.
- H. Notice of Termination: a) Service of notice: Written notice of termination shall be sent by: (i) personal messenger service; or (ii) certified mail, return receipt requested and first class mail. b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the CONTRACTOR, and shall be established as follows: (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the CONTRACTOR or by affidavit of the individual making such hand delivery attesting to the date of delivery; or (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.
- I. Effect of Notice and Termination on State's Payment Obligations: a) Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE. b) The STATE shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the STATE be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

III. Confidentiality

- A. All the reports, information, data, and other papers and materials in whatever form prepared or assembled by the CONTRACTOR under this AGREEMENT are confidential, and the CONTRACTOR shall not discuss them with or make them available to any individual or organization, other than in connection with the performance of duties and responsibilities under this AGREEMENT, without the prior written approval of the STATE. These provisions

do not apply to information that is in the public domain nor shall they restrict the CONTRACTOR from giving notices required by law or complying with an order to provide information or data when such order is issued by a court of competent jurisdiction. If disclosure of confidential information is required of the CONTRACTOR by judicial subpoena or other court process, the CONTRACTOR agrees to immediately notify the STATE of such process and allow the STATE to inspect any such data or information and interpose objections prior to delivery to the court. The CONTRACTOR shall ensure that all confidential or privileged records are kept in appropriately secured areas, and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

- B. Unless the STATE designates otherwise in writing, all information or data and all other documents generated or collected by the CONTRACTOR in the scope of its work under this AGREEMENT shall be deemed to be the exclusive property of the State of New York. No one else shall have any right, including, but not limited to, intellectual property rights (including trademark and copyright rights) in those items. No use of such materials or information shall be made without permission of the STATE. Consistent with these provisions, the CONTRACTOR shall have the right to keep and use all copies of its work product, including memoranda, notes, briefs, depositions and other transcripts. CONTRACTOR warrants to the STATE that it has sufficient title or interest in such works to license pursuant to this AGREEMENT. Such warranty shall survive the termination of this AGREEMENT.

IV. 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. Neither party shall be liable for losses, defaults, or damages under this AGREEMENT which result from delays in performing, or the inability to perform, all or any of the obligations or responsibilities imposed upon either party pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy; earthquake, floods, typhoons, civil strife, force or any other cause beyond the reasonable control of the party that was delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
- C. 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 claim, demand or application to or for any right based upon any different status.

V. Non-Assignment Clause

A. 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.

Contract No. _____

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

CONTRACTOR

By: _____

Printed Name _____

Title: _____

Date: _____

STATE AGENCY

By: _____

Printed Name _____

Title: _____

Date: _____

State Agency Certification:

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF _____)

County of _____) ss: _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary Public) _____

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.

TABLE OF CONTENTS

| | Page |
|--|-------------|
| 1. Executory Clause | 3 |
| 2. Non-Assignment Clause | 3 |
| 3. Comptroller's Approval | 3 |
| 4. Workers' Compensation Benefits | 3 |
| 5. Non-Discrimination Requirements | 3 |
| 6. Wage and Hours Provisions | 3-4 |
| 7. Non-Collusive Bidding Certification | 4 |
| 8. International Boycott Prohibition | 4 |
| 9. Set-Off Rights | 4 |
| 10. Records | 4 |
| 11. Identifying Information and Privacy Notification | 4 |
| 12. Equal Employment Opportunities For Minorities and Women | 4-5 |
| 13. Conflicting Terms | 5 |
| 14. Governing Law | 5 |
| 15. Late Payment | 5 |
| 16. No Arbitration | 5 |
| 17. Service of Process | 5 |
| 18. Prohibition on Purchase of Tropical Hardwoods | 5-6 |
| 19. MacBride Fair Employment Principles | 6 |
| 20. Omnibus Procurement Act of 1992 | 6 |
| 21. Reciprocity and Sanctions Provisions | 6 |
| 22. Compliance with Breach Notification and Data Security Laws | 6 |
| 23. Compliance with Consultant Disclosure Law | 6 |
| 24. Procurement Lobbying | 7 |
| 25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors | 7 |
| 26. Iran Divestment Act | 7 |
| 27. Admissibility of Contract | 7 |

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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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
28. 633 Third Avenue
29. New York, NY 10017
30. 212-803-2414
31. email: mwb certification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Appendix B
Budget and Program Work Plan

Contract:

Recipient Organization Name:

Type:

Office:

Fax:

Cell:

Email:

BUDGET:

| Cost Category | Amount |
|-------------------------|---------------|
| A. Salaries | |
| B. Travel | |
| C. Supplies | |
| D. Equipment | |
| E. Contractual Services | |
| F. Other | |
| Total Budget: | |

WORK PLAN:

Task 1: Project Kickoff Meeting and Project Advisory Committee Establishment

The Contractor and the Department shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, State Environmental Quality Review Act (SEQRA) compliance requirements (if required), MWBE requirements, and any other information which would assist in project completion. The meeting will either be in-person in Albany or via Webinar. In addition, the composition of a project advisory committee shall be discussed and a list of proposed members will be supplied by DOS and reviewed during the project initiation meeting. The Contractor shall prepare and distribute a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Deliverable(s): Project kickoff meeting held in Albany or via Webinar. List of final members of the Project Advisory Committee. Written meeting summary outlining agreements reached.

Task 2: Initial Assessment and Review of The Monitoring Framework Report

As described in the project background section, the proposed project will fulfill a next step in refinement of the Monitoring Framework protocols and database. The Contractor shall read and demonstrate a thorough understanding of the full Monitoring Framework report. The selected contractor shall thoroughly review Section 4, Strategies for Continued Framework Development and Implementation, for a better understanding of limitations and desirable next steps for the Monitoring Framework. A more in-depth analysis will take place on the protocols/field worksheets. The contractor shall conduct a preliminary assessment of the 17 protocols/worksheets and consider the suggestions made in Section 4 in the Final Framework report, in addition to, but not limited to, the following:

- d) Level of expertise/effort required to employ protocols
- e) Missing information/information requiring more detail (e.g., QA/QC procedure completeness)
- f) Consistency within and across protocols as it relates to data outputs/formats and management requirements. Data output consistency and universal compatibility
- g) Any foreseen implementation issues

Based on the initial assessment, the contractor shall outline potential areas for protocol/worksheet improvements.

Deliverable(s): Draft initial assessment of The Monitoring Framework protocols/worksheets, including proposed revisions with supporting documentation of changes.

Task 3: Initial Assessment and Review of Database product

Part 1: Database Evaluation: Contractor will evaluate the existing Monitoring Framework Microsoft Access database for consistency:

- Consistency in field naming conventions
- Consistency in field types (e.g. text, data, numeric)
- Consistency in relational structure

Part 2.: Develop field data collection application for the Monitoring Framework protocols/worksheet

Application should be mobile friendly, compatible with the existing database, and allow for accurate and reliable input of information collected in the field.

Deliverable(s): Evaluation of existing database structure and relationships with any recommended changes or updates. Optional electronic field data collection application.

Task 4: PAC Meeting

The contractor shall organize a web-meeting with PAC members to present initial assessment results from Tasks 2 and 3. The contractors shall develop and distribute the webinar invitation and arrange a date/time that works for all participants. The contractor shall develop a presentation that includes initial assessment results and next steps. During the meeting and in a follow-up correspondence, the contractor shall elicit and document feedback from the PAC members. The contractor shall consider and incorporate comments received into the remaining project tasks and final products.

Deliverable(s): PAC meeting presentation, telephone/webinar access for participants, meeting summary notes, follow-up e-mail soliciting any further comments.

Task 5: Monitoring Data Collection

With DOS approval, the contractor collects data using the approved protocols, including original and refined protocols. If the data outputs of the refined protocols match the original data outputs/format, the refined protocols may be solely applied. However, if the data outputs/format vary from the original, both the original and refined protocols must be applied. The protocols will be applied at a minimum of 8 sites, which cover two geographic regions of the State: Long Island and Lake Ontario. For each region, 4 sites have been pre-selected for data collection: two nature-based feature sites, one natural site, and one structural site. Substitute sites may be appropriate if extenuating circumstances do not allow for data collection at a particular site. If time and funds allow, DOS, in coordination with the contractor, shall select additional sites for data collection.

Deliverable(s): DOS approved finalized list of project sites; Summary of field experience (similar format to Monitoring Framework pilot field data collection sites and approach); raw data from a minimum of 8 sites.

Task 6: Development of data-entry screen

Development of Graphical-User Interface (data entry screen) for Microsoft Access Database, and incorporation of revisions from the worksheets developed in Task 2 and from any field experience, if applicable.

- Interface must provide user-friendly navigation between fields, with use of logical tab orders which follow the order/flow of the field collection worksheets

- The system will define mandatory fields
- The application should have warnings for use of non-standardized naming conventions (e.g., QA/QC clauses for ensuring data integrity and reduction of human error)
- Data entry should maximize the use of drop downs, or fields should use auto-fill capabilities wherever possible

Deliverable(s): Data entry screen(s) that follows field worksheets with appropriate on-error functionality.

Task 7: Final Report (Edits to Monitoring Framework Protocols/worksheets), Final Database and summary document of project process and next steps.

Upon completion of Task 5, the contractor shall make any final revisions to the protocols/worksheets and the database based on field testing. The contractor shall deliver a summary report on the project process and include any recommended next steps for refinement. Prior to finalization, the revisions and draft report will be shared with the Project Advisory Committee.

Deliverable(s): Final revised protocols/worksheets, Final database, and Final Summary Report.

Task 8: Outreach Materials

The contractor shall develop outreach materials (such as one-pagers, tri-folds, posters, etc.) on the project. Content, which may include development and incorporation of graphics and infographics, shall be developed for a general audience to be shared by OPDCI at events, on the OPDCI website, etc. Examples of such content could include one-pager case studies on monitoring sites, benefits of monitoring using the Framework, and general information on the updated Framework protocols and database. Outreach materials will be developed in coordination with OPDCI, not to exceed three (3) separate outreach products.

Deliverable(s): Electronic files of outreach materials (either Adobe Illustrator 2019 or Adobe InDesign 2019).

Task 9: Final Webinar Presentation

The contractor shall organize a final webinar presentation to PAC members/stakeholders to share project results and gather final feedback. The contractor will develop a meeting invitation, track RSVPs, deliver the presentation, and document feedback received.

Deliverable(s): Presentation slides, presentation invite to stakeholders, telephone/webinar access for participants, meeting summary notes (including feedback received).

Appendix C: Payment and Reporting Schedule

This contract is a true cost reimbursement AGREEMENT. The CONTRACTOR may claim and be reimbursed for eligible project costs incurred and paid for by the CONTRACTOR. Eligible project costs must be incurred and goods and services must be received and accepted by the CONTRACTOR within the contract period. The total of such reimbursement shall not exceed the funding amount for this AGREEMENT as outlined in the most recently approved Appendix B and shall be claimed by the CONTRACTOR in accordance with the approved contract.

I. Payment Terms and Conditions

- A. Payment requests must be certified by a duly authorized representative of the CONTRACTOR as accurately representing such accomplishments and expenses as recorded in the CONTRACTOR'S accounting records, including where goods or services are provided by third parties not party to this AGREEMENT, a certification that any payment obligations arising from the provision of such goods or services have been paid by the CONTRACTOR and do not duplicate reimbursement or costs and services received from other sources.
- B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
- C. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the approved Appendix B. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Secretary of State, in the Secretary'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. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Secretary of State has expressly authorized payment by paper check as set forth above.
- D. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit complete and accurate vouchers to the State's designated payment office located at the following address:

Ms. LuAnn Hart, Director of Fiscal Management
NYS Department of State
1 Commerce Plaza
99 Washington Avenue, Suite 1110

If work concludes early, a voucher may be submitted for the remaining contract value as described in Appendix B. All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Reporting Terms and Conditions

- A. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in Appendix C. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- B. The Contractor shall provide to the Department project status updates by teleconference on an approximate weekly basis, and upon request by the Department. The Contractor will develop and electronically mail an agenda prior to each such teleconference. The Contractor will prepare a monthly status report covering all project tasks performed during the month. All monthly project status reports are due by 4:00 p.m. on the last business day of the month.

III. Other

- A. The DEPARTMENT shall have the right to conduct on-site progress assessments and reviews of the project and CONTRACTOR'S records during the life of the AGREEMENT and for a reasonable time following the issuance of the final payment. The CONTRACTOR shall furnish proper facilities, where necessary or useful, for such access and inspection at the DEPARTMENT'S convenience.
- B. The DEPARTMENT shall be entitled to disallow any cost or expense, or terminate or suspend this AGREEMENT if found that the CONTRACTOR has misrepresented any expenditure(s) or project activities in the AGREEMENT, or in any progress reports(s) or payment requests made pursuant hereto.
- C. The CONTRACTOR is required to keep separate books and records for all funds received and activities conducted under the AGREEMENT, and to make such books and records available for inspection and audit for 6 years following termination of the AGREEMENT.

Appendix D: Notices

1. 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 State

Name: Carolyn Fraioli, Contract Management Specialist II
Address: One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231
Telephone Number: (518) 474-9235
Facsimile Number: (518) 473-2464
E-Mail Address: Carolyn.fraioli@dos.ny.gov

| | |
|-------------------------|--|
| Contractor Name: | |
| Name of Contact Person: | |
| Title: | |
| Address: | |
| Office Number: | |
| Cell Number | |
| Facsimile Number: | |
| E-Mail Address: | |

2. 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.
3. 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 representatives 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 X

Agency Code:
Contract Period _____

Contract Number:
Funding for Amendment \$ _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of State, having its principal office in Albany, New York (hereinafter referred to as the STATE), and _____; (hereinafter referred to as the CONTRACTOR), for modification of contract number noted above, as amended herein and noted below.

Type of contract modification:

- Renewal
- No Cost Time Extension
- Amendment: _____
- Attached Appendices: _____

Revised total contract value: \$ _____

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

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

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

(print name)

(print name)

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification: "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On this ____ day of _____, in the year 20__, before me personally appeared _____, to me known and known to me to be the person who is the _____ of _____, the organization described in and which executed the above instrument; and that he/she has the authority to sign on behalf of said organization; and that he/she executed the foregoing agreement for and on behalf of said organization.

NOTARY PUBLIC
