



**Request for Proposals
Systems Improvement Initiative
for the
New York State Office for the Aging**

(RFP # 2014-01)

November 14, 2014

Revised 12.11.14

(Includes all items addressed in
Addendum #1, Addendum #2, and Addendum #3)

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Glossary of Terms

TERM	DEFINITION
AAA	Area Agencies on Aging. These agencies are comprised of 52 units of county government, 4 not-for-profits, 2 Indian Nations and the City of New York.
ACL	U.S. Administration for Community Living
ADLs	Activities of Daily Living
AIRS Taxonomy	The AIRS/211 LA County Taxonomy is the North American standard for indexing and accessing human services resource databases. The taxonomy can be accessed at: www.211taxonomy.org .
CAARS	Consolidated Area Agency Reporting System
COMPASS	Comprehensive Assessment for Aging Network Community-Based Long Term Care Services
HIICAP	Health Insurance Information, Counseling, and Assistance Program
HIPAA	Health Information Portability and Accountability Act
IADLs	Instrumental Activities of Daily Living
ITS	NYS Office of Information Technology Services
Long-Term Care Ombudsman Program (LTCOP)	Federally mandated ombudsman program for long-term facility residents
LTSS	Long-Term Services and Supports
MDS	Minimum Data Set; data elements for client information and services. www.aging.ny.gov/rfp/index.cfm
Most Favored Nation Clause	A Bidder guarantee that the pricing offered shall be no higher than that offered to other similar customers (See Section 7.2)
myBenefits	myBenefits is a tool for getting information on New York State’s programs and services.
NY Connects	NY Connects is designed to help individuals and their family caregivers gain access to the right services, at the right time, in the right setting. It has the capacity to serve people of all ages, disabilities, and income levels, including individuals interested in planning for or able to pay for their LTSS needs. It also streamlines eligibility determinations for individuals appropriate for public LTSS programs and increases access to lower cost community-based alternatives that can help avoid institutional care and preserve personal resources. In New York, NY Connects is the Aging and Disability Resource Center (ADRC) for all populations in need of LTSS, regardless of payor source.
NORS	National Ombudsman Reporting System
Procurement Personnel	Employees of NYSOFA, ITS, any other NYS employee or AAA staff involved in the planning for and execution of this RFP
NY Connects Resource Directory of LTSS	Web directory of providers of long-term services and supports in New York State; www.NYConnects.ny.gov
NY Connects I&A	Person-centered information and assistance (I&A) to help an individual make informed decisions and assist him/her in accessing available long-term services and supports to meet existing or future long-term services and supports needs
NYSOFA	New York State Office for the Aging
ORT	Ombudsman Reporting Tool
Piggybacking	Allows other governmental agencies and not-for-profits to use successful Bidder’s contract rather than separately bidding (See section 7.3)
Self-Assessment Screening	Web-based questionnaire to assist an individual in gauging his/her and/or caregiver’s general social, medical, and financial needs in order to identify available long-term services supports

Questionnaire	and options and direct the individual to the appropriate contact for more in-depth screening and assistance
SPR	State Program Report submitted annually to the Administration for Community Living
UAS-NY	New York State's Uniform Assessment System (UAS-NY) is a comprehensive assessment system within Medicaid home and community-based long-term care services and programs. See: http://www.health.ny.gov/health_care/medicaid/redesign/uniform_assessment_system/

SECTION 1. OVERVIEW

1.1 Purpose

It is the mission of the New York State Office for the Aging (NYSOFA) to assist older New Yorkers to be as independent as possible, for as long as possible, through the delivery of high quality, person- and family-centered, cost-effective programs and services. This mission is carried out through a network of 59 local Offices for the Aging and organizations providing home- and community-based programs offering older persons access to a well-planned, coordinated package of in-home and other supportive services designed to support and supplement informal care.

Through issuance of this Request for Proposals (RFP), NYSOFA seeks to award a contract for a Bidder-hosted system to: (1) replace and enhance NYSOFA's existing NY Connects Long Term Services and Supports Resource Directory; (2) enhance the system to provide a statewide integrated client information system for individuals and caregivers needing access to long-term services and supports (LTSS); and (3) provide an application for a Long Term Care Ombudsmen Program. These services will consist of separate and distinct deliverables.

Deliverable One: a) Replace and enhance NYSOFA's vendor-hosted NY Connects website and statewide NY Connects Long Term Services and Supports Resource Directory hereinafter called Resource Directory (<http://www.nyconnects.ny.gov>), including the migration of data contained in the current Resource Directory; and b) provide an interactive self-assessment screening questionnaire with printable results and data capture, interoperability and reporting functionality.

Deliverable Two: Provide a single, statewide application that will replace multiple independent applications managed by local Area Agencies for Aging for data collection, reporting, assessment, case management, and other functions related to assisting older adults and caregivers needing access to long-term services and supports, as well as capturing all required SPR data elements.

Deliverable Three: Provide a flexible application that will support the goals and functions of the New York State Long Term Care Ombudsman Program, as well as capture all required National Ombudsman Reporting System (NORS) data elements.

This RFP is limited to Bidders with existing Commercial Off-The-Shelf (COTS) service applications focused on meeting the needs of older individuals and those individuals with long-term services and supports needs, regardless of age (see SECTION 4).

1.2 Contact for Inquiries

This RFP is issued by NYSOFA, which is responsible for the requirements specified herein and for evaluating all proposals submitted. An electronic copy of this RFP can be found on the NYSOFA website at www.aging.ny.gov/rfp/index.cfm.

All inquiries concerning this RFP must be addressed to:

Barbara Allison, Associate Budgeting Analyst
New York State Office for the Aging

Email: Barbara.Allison@aging.ny.gov FAX: 518-474-7949

1.3 Procurement Lobbying Act Restrictions on Communications

Pursuant to State Finance Law §139-j and §139-k, this RFP includes and imposes certain restrictions on communications during the procurement process under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement between a Bidder and NYSOFA, or any other governmental entity other than the Legislature. Accordingly, during the period of RFP

issuance through final award and approval of the contract by NYSOFA and the Office of the State Comptroller (“restricted period”), all Bidders are restricted from making contacts with staff from NYSOFA, the NYS Office of Information Technology Services (ITS), or any other State Agency or Area Agency on Aging (AAA) about this procurement, with the single exception of contacts to staff designated in Section 1.2, unless such contacts are specifically allowed by this RFP and/or the New York State Finance Law §139-j(3)(a).

Employees of NYSOFA, ITS, and other State Agencies and AAAs involved in the procurement are also required to obtain certain information when contacted during the restricted period. NYSOFA will make a determination of the responsibility of the Bidder, pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts.

Further information about these requirements can be found at:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>

NYSOFA shall make its determinations regarding the awarding of contracts solely on the merits of the proposals, free from any improper lobbying influence.

The State prohibits the payment of any costs for outside lobbyists in the proposed contract price. Any proposal that includes in the contract price any payment for outside lobbyists shall result in the immediate exclusion of such proposal from further consideration.

A public notice for this solicitation has been issued; therefore, any contact concerning this RFP to other than designated staff by any employee, agent, or consultant of a Bidder (i.e., firms or individuals that submit an application) is prohibited, except as follows:

- In those instances where the contact is in response to Procurement Personnel and is for the sole purpose of providing information to Procurement Personnel to assist them in understanding and assessing the qualities, characteristics, or anticipated performance of a product or service offered by a Bidder, the designated NYSOFA contact person may contact or authorize other appropriate Procurement Personnel to have contact with a Bidder (i.e., those employees, agents, or consultants of a Bidder who are qualified by technical and professional training, education, or experience to explain, demonstrate, or clarify the characteristics and advantages of a product or service offered). These instances include the request for an oral presentation (Section 8.6 Oral Presentations) or the request for supplemental information (Section 8.1 Require Clarification).
- After the evaluation of proposals and selection of the contractor have been completed, appropriate contacts may be made between Procurement Personnel and the successful Bidder for the purpose of negotiating the terms of the contract.

While the designated contact for the purposes of this RFP is indicated in Section 1.2 Contact for Inquires, questions concerning the procurement lobbying policy or other issues related to contract integrity should be directed to Laura Beck, Procurement Integrity Officer for NYSOFA, at Laura.Beck@aging.ny.gov.

The submission of a proposal by a Bidder constitutes their understanding of, and agreement to comply with, the State's policies relating to improper lobbying influence.

1.4 Procurement Lobbying Act – Bidder’s Disclosure of Prior Non-Responsibility Determinations

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 (hereinafter referred to as Bidder) 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 (Bidder)” 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 (e.g., 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 a Bidder 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 Bidder that fails to disclose, in a timely manner, accurate or complete information under this section, unless a finding is made that the award of the procurement contract to the Bidder is necessary to protect public property or public health safety and that the Bidder 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).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its RFP or bid documents, or specifications or contract documents, as applicable, for procurement contracts. The Bidder Disclosure of Prior Non-Responsibility Determinations form (see Appendix G) is to be completed and submitted by the individual or entity seeking to enter into a procurement contract.

SECTION 2. MANDATORY BIDDER REQUIREMENTS

2.1 Qualifications of Prospective Bidders

Proposals are limited to Bidders currently providing Bidder-hosted service applications addressing the needs of organizations providing services to the aging community.

2.2 Complete and Comprehensive Proposal Submission

Each Bidder must submit a complete and comprehensive proposal consisting of three parts:

- A Cover Letter with required acknowledgements and signature by an individual who is authorized to bind the successful Bidder contractually; and a complete Cover Letter Packet of required attachments, all of which is defined in SECTION 5.
- Technical Proposal which will also include a completed Attachment 2 - Bidder's Experience form and a completed Attachment 3- Application Capabilities form. The Technical Proposal requires separate technical responses for each of the three Deliverables outlined in this RFP. See SECTION 6.
- Cost Proposal that will also include a completed Attachment 5 - Project Cost Form and Future Change Order Request job categories breakdown. See SECTION 7.
- NYSOFA will be placing copies of required attachments or forms for this RFP on the public web site landing page for this RFP. Bidders are required to use these documents in submitting their bids. Specific documents include: Appendix B; Appendix C; Appendix D; Appendix E; Appendix G; Appendix H; Appendix I; Attachment 1; Attachment 2; Attachment 3 (which is split into three documents, one for each deliverable); and Attachment 5.

2.3 Required Administrative Documents

The successful proposer will also be required to submit the following administrative form in order to enter into a contract with NYSOFA:

- *Contractor Certification Tax Form ST-220-TD and Contractor Certification to Covered Agency Form, ST-220-CA* (See SECTION 10.14 Tax Provision for additional information) Fillable forms can be found at: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf and http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

2.4 Non-Responsive Proposal Submission Determination

Failure to comply with the requirements of Section 2.2 will cause a Bidder's proposal to be deemed non-responsive to the RFP and removed from consideration.

2.5 Attachment 3: Application Capabilities

Attachment 3 - "Application Capabilities" is a required document that must be submitted by all bidders. The attachment is broken down into three separate files, one for each deliverable that will be posted on the NYSOFA web site. Bidders must submit the associated section of Attachment 3 with the technical proposal for each of the three deliverables. Bidders failing to submit the appropriate Attachment 3 in the respective deliverable section of their proposal will be deemed non-responsive to the RFP and their proposal will be removed from consideration.

SECTION 3. PROCUREMENT SCHEDULE

3.1 Notice of Intent to Submit Bid

Bidders are required to notify NYSOFA by Friday, December 19, 2014, of the Bidder's interest prior to proposal submission. A notification of interest form is included within this RFP as *Attachment 1*. Notice is mandatory. NYSOFA will only guarantee notification of any changes in the procurement schedule, requirements, and addenda to this RFP and responses to Bidders' questions to Bidders who notify NYSOFA of their interest in bidding by this date.

3.2 Closing Date for Bidders' Questions

Specific questions concerning the RFP shall be submitted by e-mail or by facsimile to the contact listed in Section 1.2 prior to the conference so that the questions can be answered at the conference. Each inquiry should cite the relevant proposal section and paragraph number. No telephone calls will be accepted. Written questions will be accepted no later than 9:00PM, Friday, November 28, 2014.

Additional questions will be permitted at the conference; however, answers may be deferred and subsequently sent to each Bidder attending the Pre-Bid Conference, as well as those Bidders who have submitted a Letter of Intent. A summary of the questions and answers will also be posted on NYSOFA's website at: www.aging.ny.gov/rfp/index.cfm.

3.3 Bidders Conference

A Bidders conference is scheduled for Friday, December 5, 2014, at 1:00 pm in a NYS office in the Capital District. Room number and directions will be provided to all interested and eligible Bidders or can be obtained by contacting Barbara Allison at 518-473-4808 or Barbara.Allison@aging.ny.gov. Bidders may also participate by phone, although NYSOFA does not guarantee, and takes no responsibility for, the audio quality or telephonic connection. A conference call-in number will be provided to Bidders who request participation by phone. Bidder attendance is not mandatory, either in person or by phone.

3.4 Anticipated Date for Response to Questions

The answers to all questions will be in the form of a formal addendum that will be annexed to and become part of this RFP and any ensuing contract. All answers to questions of a substantive nature, as well as copies of the questions, shall be provided to all Bidders that submit a Notice of Intent to Submit Bid by the date noted in Section 2.1, or attend the pre-bid conference, unless the question is of such a nature that it relates to proprietary information. The anticipated date for NYSOFA response to questions is Friday, December 12, 2014, close of business. A summary of the questions and answers will also be posted on NYSOFA's website at www.aging.ny.gov/rfp/index.cfm.

3.5 Bid Submission Due Date

Bidders must submit a complete response to this RFP, using the format and forms provided in the RFP, by 3:00PM on Thursday, January 8, 2015.

3.6 Product Demonstrations

Bidders with the highest scores will be invited to give a demonstration at the NYS office in the Capital District. See section 8.6 of this RFP for more detail. The RFP Coordinator will notify finalists of the date, time, and location of the product demonstration. The dates noted in this RFP are estimates and are subject to change at the discretion of NYSOFA. Each Bidder will be required to provide one or more on-site solution demonstration for NYSOFA evaluation.

3.7 Anticipated Date for Successful Bidder Notification

NYSOFA expects to complete bid evaluations and notify bidders of the successful candidate by Monday, February 9, 2015.

3.8 Anticipated Start Date

Subject to contract approval by the State, it is anticipated that the contract will commence on Monday, April 15, 2015.

3.9 Key Events/Dates

Issuance of Bid	November 14, 2014
Closing Date for Bidders' Initial Questions	November 28, 2014
Bidders' Conference	December 5, 2014
Anticipated Date for Response to Questions	December 12, 2014
Notice of Intent to Submit Bid	December 19, 2014
Bid Submission Due Date	January 8, 2015
Product Demonstrations by Highest Scoring Bidders are Anticipated to Occur.	January 26, 2015 (week of)
Anticipated Successful Bidder Notification	February 9, 2015
Anticipated Contract Start Date	April 15, 2015

SECTION 4. PROJECT SCOPE

This project will consist of three (3) deliverables for a bidder-hosted system:

- **Deliverable One:** Replace and enhance NYSOFA's vendor-hosted NY Connects website and statewide Resource Directory, including implementation of an interactive self-assessment screening questionnaire with printable results, data capture, and reporting functionality. A Resource Directory for long-term services and supports (LTSS) will be developed in accordance with policy goals. **This Deliverable requires full implementation by September 1, 2015.**
- **Deliverable Two:** Establish a single, statewide application for aging services that will replace multiple independent applications being managed by local Offices for the Aging. **This Deliverable requires full implementation by September 1, 2015.**
- **Deliverable Three:** Provide a flexible application that will support the goals and functions of the New York State Long Term Care Ombudsman Program, as well as capture all required NORS data elements. **This Deliverable requires full implementation by January 1, 2016.**

More detailed required and desired system functionality regarding the website, Directory services, user security, training, and system support are contained in Attachment 3 - Application Capabilities Form. Bidders must address the functionality listed in *Attachment 3* as a required part of their proposed solution.

4.1 Deliverable One: Replace and Enhance Existing NY Connects website and Resource Directory, and add Interactive Self-Assessment Screening Questionnaire

4.1.1 NY Connects Long Term Services and Supports Resource Directory

NYSOFA is seeking to replace and enhance its existing vendor-hosted NY Connects web service www.nyconnects.ny.gov, because the State's contract with the current vendor will be expiring. The current web service contains the searchable LTSS Resource Directory and short, descriptive information about types of services.

In addition, the searchable Resource Directory will be expanded statewide and is expected to grow exponentially. As the Resource Directory increases in scope, the short, descriptive information will also increase.

The vendor must:

- Migrate data from electronic-based provider systems. Data will be supplied by various sources in various formats, including but not limited to .csv, .txt, .xlsx, and .xml.
- Enter data from non-electronic information sources, such as paper-based provider resource directories.
- Add content per requests from NYSOFA.

4.1.2 Requested Bidder Solution

The Bidder's solution must include all functionality detailed in *Attachment 3*, which will expand on the current system.

4.1.3 Bidder-hosted Website

The successful Bidder must provide and maintain a public website that:

- **Supports the current information contained in the NY Connects website**, including a description of NY Connects: *Choices for Long-Term Care* with links to local program contact information, a searchable database of the service providers in New York State, and an online consumer feedback feature. This LTSS

site will provide comprehensive, objective information to be used by both the public and local NY Connects entities to provide support for individuals and their caregivers/families.

- **Enhances the current Directory functionality** to accommodate the inclusion of the routine data transfer of files of community services and supports from areas not currently included in the directory. The inclusion of this data will allow the State to achieve a single website for the public seeking information on community long-term services information.

The current Resource Directory data fields can be found at www.aging.ny.gov/rfp/index.cfm.

4.1.4 Self-Assessment Screening Questionnaire

The State is adopting uniform processes by agencies serving individuals in need of long-term community services and supports. The State envisions a process where individuals can utilize a web-accessible self-assessment tool that will assist in directing the individual to the appropriate contact for more in-depth screening for service needs if the individual so chooses. The plan is that the initial self-assessment tool will be developed and maintained by the successful Bidder of this RFP, with a more in-depth screening tool housed within a modular application housed on the same platform as the Uniform Assessment System (UAS-NY), which is accessible through the New York State Department of Health's Health Commerce System.

The Bidder's proposed solution must include development and hosting of the self-assessment screening questionnaire tool. See *Attachment 3* for functionality details.

4.1.5 Data Migration

NYSOFA will provide the successful Bidder a .csv file of provider and service information contained in the current directory. Additional data files will be furnished by the Department of Health, Office of Mental Health, Office for People with Developmental Disabilities, and other State Agencies as identified. It will be the Successful Bidder's responsibility to use these data files to populate the Bidder's proposed solution. Routine updates of these data files by State agencies will be transmitted to the Successful Bidder, with the Successful Bidder responsible for updating the NY Connects directory.

4.1.6 Training Plan

The contractor will be responsible for providing training to approximately 500 end users. As part of the training plan, the contractor will be required to provide webinars, on-site train-the-trainer, and on-line tutorials for all modules. The contractor must update the training plan and put it into action annually (See SECTION 6).

4.1.7 System Maintenance

The contractor must deliver the system maintenance requirements outlined in *Attachment 3*. Support must include toll-free hotline.

4.1.8 Implementation Plan

The plan is comprised of two parts; (1) a work plan with delineated activities, tasks, milestones, and timetables; and (2) a narrative (See SECTION 6). **The Plan must accomplish the full implementation of this Deliverable by September 1, 2015.** The implementation plan must address the following:

- a. Assignment of an overall project manager
- b. Ongoing State and local consultations throughout the contract period to ensure that requested high-priority customizations are identified and implemented
- c. A Risk Management Plan
- d. Tools, Techniques, or Technologies to meet requirements

- e. Staffing levels and types of staff to meet requirements
- f. Identification of subcontractors if applicable
- g. Incorporation of State personnel into the project team and interaction with State subject matter experts as needed
- h. Project organization structure and a plan on how all the parties involved in the implementation and integration effort will be coordinated
- i. The extent to which the Bidder has user groups and/or advisory groups and the nature of their membership
- j. The frequency, timing, and extent to which the system will be updated

4.2 Deliverable Two: Statewide Client Information System

4.2.1 Background

NYSOFA administers a wide range of programs through its network of 59 AAAs. These agencies are comprised of 52 units of county government, 4 not-for-profits, 2 Indian Nations, and the City of New York. At the AAA level, almost 3,000 staff and volunteers are involved in the provision of services, together with more than 1,400 contractors. During federal fiscal year (FFY) 2012, almost 600,000 persons were served. Of these, almost 220,000 received one or more community-based in-home services.

To administer their local functions, most of the AAAs currently collect client data using one of two proprietary software packages (available through either Harmony and Peer Place) or through “in-house,” locally developed and maintained systems. Included in the data being collected is a minimum data set (MDS) established by NYSOFA that addresses standardized information for Community-Based Long-Term Care Services. AAAs are required to adhere to the Minimum Data Set (MDS) requirements for:

- Client Assessments
- Personal Care Levels 1 & 2
- Case Management
- Home Health Aide Services
- Home Delivered Meals
- Social Adult Day Services
- Consumer Directed In-Home Services
- Congregate Services (Congregate Meals, Nutrition Counseling, and Assisted Transportation)
- Aggregate client-level data reporting received, including information on Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs)

The MDS data elements are located at: www.aging.ny.gov/rfp/index.cfm.

The client data is collected locally and sent to NYSOFA every quarter, through the submission of text-based files meeting a prescribed format and through NYSOFA-designed web pages that allow for direct data entry. All of this information, plus expenditure and grants data, is stored by NYSOFA in a Microsoft SQL Server database. This format allows NYSOFA staff the ability to access data and produce reports to meet agency responsibilities. These data elements are essential to NYSOFA’s efforts to meet federal reporting requirements, as well as to monitor and assess program operations. It also provides NYSOFA with information necessary to meet numerous grant requirements.

The existing technical environment creates system limitations that make it difficult for NYSOFA to study client outcomes and respond quickly when other MDS data fields are required but not currently reported. System revisions are currently only done annually, to minimize disruption and cost to the AAA network. When system changes are proposed, they must be provided and reviewed by the two vendors and County staff that are responsible for maintaining the local systems. This creates duplication of effort and opens the door for possible inconsistencies in county data.

A unified system would eliminate many of these problems and make it easier to make revisions to the system, add data elements, and review client outcomes.

4.2.2 Bidder Solution

NYSOFA is seeking a single, statewide bidder-hosted application for use by NYSOFA, NYSOFA contractors, AAAs and AAA contractors. A unified system, which aligns with existing algorithms in other NYS systems, to eliminate many of the problems NYSOFA currently faces with data accuracy and consistency, duplicative efforts, limited integration of client information, and timeliness of system revisions. The Bidder's proposed solution must include COTS service applications, modified where necessary to incorporate the functionality requirements outlined in *Attachment 3*.

- a. **Information and Assistance Service (I&A):** Distinct functions of AAA Information and Assistance (I&A) and NY Connects I&A are included below, for purposes of specifying requirements for each. Where applicable, I&A functions in common are described together.

Information and Assistance (I&A): Information and assistance is person-centered assistance that helps an individual make informed decisions and either refers or assists him/her in gaining access to services and supports to meet existing or future needs.

AAA I&A: Individuals contacting the AAA for I&A require an information and assistance system that: (a) helps identify the reason for the contact and assesses the problems and capacities of the individuals; (b) provides individuals with relevant information on opportunities and services available within their communities; (c) links individuals to the opportunities and services that are available; and (d) to the maximum extent practicable, ensures that individuals receive the services needed by establishing adequate follow-up procedures.

Data collection and reporting: The Bidder's solution must include data fields for AAA I&A to capture brief information call data, including demographic information, purpose(s) for the call, and any follow-up information that is required to meet federal and state reporting requirements, including data captured in the Consolidated Area Aging Reporting System (CAARS).

The State is envisioning possibly incorporating the AAA I&A data elements into a modular application housed on the same platform as the Uniform Assessment System (UAS-NY), which is accessible through New York State Department of Health's Health Commerce System. In order to account for that possibility, the proposed Bidder's solution must allow for interoperability of data exchange between the Bidder's proposed solution data fields and UAS-NY data elements/data fields.

NY Connects I&A: Individuals contacting NY Connects for I&A require an LTSS information and assistance system that: (a) helps identify the reason for the contact, assesses the problems and capacities of the individuals; (b) provides individuals with relevant LTSS information on programs and services available within their communities; (c) provides individuals with relevant financial eligibility for Medicaid and non-Medicaid programs as appropriate; (d) links individuals to programs and services that are available; and (e) to the maximum extent practicable, ensures that individuals receive the services needed by establishing adequate follow-up procedures.

NY Connects must be able to capture: (a) brief information call data, including demographic information, purpose(s) for the call, and any follow-up information that may be required; and (b) NY Connects in-depth

Screening Tool and all other data to meet NY Connects reporting requirements, including actions taken, follow up, and narrative reporting requirements.

The State anticipates incorporating the NY Connects/ core data elements into an application housed on the same platform as the UAS-NY, which is accessible through New York State Department of Health's Health Commerce System. The Bidder's proposed solution must allow for interoperability of data exchange between the proposed solution data fields and the in-depth Screening Tool, UAS-NY data elements/data fields, case management and reporting systems.

For any CAARS, NY Connects I&A or in-depth Screening Tool data elements that may be unable to be incorporated into the application housed in the UAS-NY platform, the proposed solution will need to incorporate the identified data tables and fields, to be named later. The system will require data interface and connectivity with other data systems through web services; data will be text or binary in nature and shared between systems. Additional data elements may be added later. Cross data mapping between identified data systems is also envisioned. A data dictionary, documenting the cross-mapping between data fields across systems to ensure data consistency, will be required.

Additional processes include, but are not limited to, call timing and tracking, ongoing data clean up, identification of duplicate records, and possible data consolidation.

CAARS and current NY Connects I&A data elements can be found at www.aging.ny.gov/rfp/index.cfm.

- b. **Health Insurance Information, Counseling and Assistance Program (HIICAP):** HIICAP educates the public about Medicare, Medicaid, managed care, New York's Elderly Pharmaceutical Insurance Coverage (EPIC), and other health insurance options and issues. The program also assists people with Medicare to access needed healthcare and to apply for programs such as the Medicare Savings Programs.

NYSOFA coordinates HIICAP through a network of local HIICAP programs. These programs employ a HIICAP coordinator—a professional staff person in each county who recruits, interviews, trains, schedules, and supports counselors. The trained counselors in turn educate and assist people with Medicare and others in New York State. HIICAP functionality requirements can be found in *Attachment 3*.

The current HIICAP data fields can be found at www.aging.ny.gov/rfp/index.cfm.

- c. **Client Assessments:** Clients may undergo an assessment that will identify the needs of the consumer, evaluate consumer resources and available supports (e.g., caregiver, informal supports), and indicate the type of services and resources that may best meet the needs of the individual. At a minimum, the information contained in the Comprehensive Assessment for Aging Network Community-Based Long Term Care Services (COMPASS) instrument and the MDS (see instrument at www.aging.ny.gov/rfp/index.cfm) must be collected. The information collected is reviewed and utilized to assist the consumer with an appropriate choice of services. The Bidder's proposed solution must provide a system that will house assessment data, including narrative information, and provide tools to help providers consistently capture information about the individual.

The State envisions possibly implementing a UAS-NY application housed by the New York State Department of Health so that a core data set and assessment tools will align across State agencies serving individuals requiring long-term services and supports. The proposed solution must allow for interoperability of data exchange between the UAS-NY application and the Bidder's automated system for UAS-NY data elements contained in the Bidder's proposed solution data fields.

- d. **Service Plans:** A core component of the Bidder's proposed solution is a comprehensive automated Service Plan that summarizes a person's assessment needs and identifies the specific services and supports that will address assessment needs. The plan must be maintained in a manner that is usable to AAAs, NYSOFA, and the individual/guardian. The system should track any required consents by an individual/guardian. The plan must also provide linkages across organizations delivering service plan components. It is expected that the

Service Plan would be automated as part of the Bidder's solution, allowing for regular online entry, updating, and query of the plan.

- e. **Case Management:** The proposed solution must offer a comprehensive system of tracking planned and delivered services that may be provided by multiple providers, where available. This solution must allow AAAs all the Provider functions, as well as administrative functions outlined in *Attachment 3*.
- f. **Emergency Management:** The proposed solution must reflect the vulnerabilities of the aging population to disasters and emergencies and provide a technology solution to assist in addressing these vulnerabilities in the event of a disaster or emergency. Functionality is outlined in *Attachment 3*.
- g. **Financial Tracking and Billing:** The proposed software must be able to integrate financial assessment data with service data to establish on-line accounts that will provide the capability for processing bills and payments. The system must provide a secure environment that is capable of posting and displaying, on demand, an individual's account records, as well as generating and displaying a variety of transactions and reports, both on screen and in hard-copy format. Examples include, but are not limited to, accounts receivable ledgers, aging-account reports, uncollectible and bad-debt write-off transactions, payment data, and balances outstanding as of the end of the billing cycle. Functionality for the financial module can be found in *Attachment 3*.
- h. **Integration:** The proposed solution must include data warehouse functionality to allow for the integration of data from outside sources for use in standardized and ad hoc reporting. The Bidder will be responsible for integrating data extracts within the proposed solution's standard and ad hoc reports.
- i. To assist Bidders in identifying reporting requirements, the following required data fields, forms, and standardized reports are listed at : www.aging.ny.gov/rfp/index.cfm
 - 14-PI-02 Program Instruction for Revised Client - CAARS Forms and Instructions
 - Reporting Guide CAARS and Client Data System 2014COMPASS Form 2014.doc
 - COMPASS Instructions 2014.doc

MINIMUM DATA SET QUESTIONS AND ANSWERS

- Client Data Specifications 2014.xls - Provides description of the allowable file layout
- Client File Codes 2014.doc - Provides codes to be used in data reporting
- Sample Congregate Services Intake Form.doc (Race\Ethnic Additions)
- Examples of Case Managed and Non Case Managed Clients
- Sample III-E Registration Form
- 97-PI-01 – Assessment Data Collection Requirements for Community Based Long Term Care Services
- 97-PI-20 Program and Policy Changes Related to Implementation of MDS-Home Delivered Meals, EISEP, CSE Community Based LTC Services
- 12-PI-01 NY Connects Reporting System Updates and Improvements
- NY Connects PY 2012_13 Data Table 10.17.12 Color Coded_2 (*Includes data elements required to be collected.*)
- NAPIS SRT Requirements 2014 (Includes data elements required to be collected and reported to ACL annually.)
 - FY14 NAPIS SRT Data Edits Cell-by-Cell.docx

- XML Resources fy13.zip
- DBF Import Specs.zip
- FY12-13 SPR Import Template.xls14-PI-02 Standard Definitions of Service

4.2.3 **User Administration:**

User Access

The successful bidder will be required utilize the NYS DOH’s Health Commerce System (HCS) to govern user access to Deliverables One and Two of this RFP. Each Deliverable One and Two user will be given an HCS user ID. That HCS user ID will have associated properties, such as what applications the user may access, what role(s) the user has for each of those applications, and other characteristics associated with the user or role.

When a user starts the Deliverable One or Deliverable Two application, the HCS will provide to the application the user’s ID, assigned role, and any associated privilege data, per the above items. The State has the following related requirements for the proposed solution:

1. The State requires that the solution use the HCS for purposes of Deliverable One and Deliverable Two user log-in, authentication, and role assignment. Any and all users of the solution, regardless of role or type, must access the system via the HCS.

The final solution must not include any mechanism to directly access the solution outside of the HCS access protocols. The selected vendor will be required to take reasonable steps to ensure that no alternate, subversive, “back door,” or other system access mechanisms exist in the solution.

Note: The State recognizes that the selected vendor may have to implement capabilities which mimic the State’s technology environment—such as the State’s implementation of Security Assertion Markup Language SAML-based Single Sign-On (SSO) service with HCS accounts—in order to work in the development environment. In such cases, appropriate changes might need to be made when the solution runs in the State’s technology environment.

The Office of Information Technology Services (ITS) will work with the selected vendor to coordinate their integration efforts with the HCS.

2. The solution must be able to use Security Assertion Markup Language (SAML) with HCS for user authentication. When users sign into HCS, a signed and encoded SAML Response containing a SAML Assertion is included in the HTTP Request Header. The solution will need to decode the SAML Response, validate its signature, and read the values out of the SAML Assertion to determine the user that was authenticated by HCS and other associated properties with the user ID.
3. The solutions must enforce each user’s authority in the deliverable one and deliverable two respectively (i.e. access to data, actionable capabilities, limited values, default values, etc.) based on their assigned role, the access rules of that role, and other associated characteristics for the user or role.
4. The Deliverable One and Deliverable Two solutions must automatically recognize when a user is assigned local district jurisdictional authority (user profile-based) and enforce the rules of that authority.

5. The Deliverable One and Deliverable Two solutions must automatically recognize when a user is assigned provider administration authority (user profile-based) and enforce the rules of that authority accordingly.

Role Provisioning

The HCS will establish the roles applicable to the Deliverable One and Deliverable Two respectively. The bidder solution will be responsible for establishing the details defining each role - i.e. role provisioning.

1. The Deliverable One and Deliverable Two solutions must provide a means for configuring access rules for roles; the role configuration capability must include the ability to specify:
 - what data a given role may access (such as an entire assessment, an assessment domain, an assessment item, an assessment calculation or output);
 - what authority (e.g. add/edit/view) a given role has over the data,
 - what actions a given role has authority to trigger.
2. The Deliverable One and Deliverable Two solutions must enable a user (with the appropriate authority) to provision a new role based on settings of an existing role.
3. The Deliverable One and Deliverable Two solutions must provide a means of printing a summary of any given role.

4.2.4 HIPAA Security and Confidentiality

The successful Bidder will comply with federal Health Insurance Portability and Accountability Act (HIPAA) privacy and security standards and will certify such compliance.

The successful Bidder will comply with the terms of the New York State Information Security Policy: http://its.ny.gov/policy/Enterprise_Information_Security_Policy_v4.0.pdf and the New York State Information Security Breach and Notification Act (<http://www.ag.ny.gov/new-york-state-information-security-breach-and-notification-act>). The contract with the successful Bidder will also include provisions for notification of NYSOFA within two hours of any suspected breach of security involving an individual's personal or health information.

4.2.5 System Interface Requirements

The system will electronically accept and transmit data with applications maintained by NYSOFA and various systems that may be used by NYS agencies, local AAAs and providers of services. This includes but is not limited to the UAS-NY system.

4.2.6 Data Migration Requirement

Data is currently contained in both structured and unstructured formats in each AAA client system. The proposed solution must provide a migration strategy to allow this information, including historical data, to be incorporated into the selected vendor's database. The demographic and service data fields are referenced at www.aging.ny.gov/rfp/index.cfm.

4.2.7 Training Plan

The contractor will be responsible for providing training to approximately 3,000 end users. As part of the training plan, the contractor will be required to provide webinars, on-site train-the-trainer, and on-line tutorials for all modules. The contractor must update the training plan and put it into action annually (See SECTION 6).

4.2.8 System Maintenance

The contractor must deliver the system maintenance requirements outlined in *Attachment 3*. Support must include a toll-free hotline.

4.2.9 Implementation Plan

The plan is comprised of two parts: (1) a work plan with delineated activities, tasks, milestones, and timetables; and (2) a narrative (See SECTION 6). **The Plan must accomplish full implementation of this Deliverable by September 1, 2015.** The implementation plan must address the following:

- a. Assignment of an overall project manager
- b. Ongoing State and local consultations throughout the contract period to ensure that requested high-priority customizations are identified and implemented
- c. The extent and conditions to which any system enhancement paid by an individual entity is made available to all entities
- d. A Risk Management Plan
- e. Tools, techniques, or technologies to meet requirements
- f. Staffing levels and types of staff to meet requirements
- g. Identification of subcontractors if applicable

- h. Incorporation of state personnel into the project team and interaction with State subject matter experts as needed
- i. Project organization structure and a plan on how all the parties involved in the implementation and integration effort will be coordinated
- j. The extent to which the Bidder has user groups and/or advisory groups and the nature of their membership
- k. The frequency, timing, and extent to which the system will be updated

4.3 Deliverable Three: Long Term Care Ombudsman Program

4.3.1 Background

The Long Term Care Ombudsman Program (LTCOP) serves as an advocate and resource for persons who live in nursing homes, adult homes, and other licensed residential care facilities. Ombudsmen help residents and their families understand and exercise their rights to quality of care and quality of life. The program promotes and protects residents' health, safety, welfare, and rights, by receiving, investigating, and resolving complaints made by or on behalf of residents; supporting resident and family councils; and informing governmental agencies, providers, and the general public about issues and concerns impacting residents of long-term care facilities.

The Federal Older Americans Act (as amended) requires each state to establish an Office of the State Long Term Care Ombudsman and to employ a qualified, full-time person to serve as the State Ombudsman. The New York State LTCOP has been in existence since 1972. The primary activities of the ombudsman program include:

- Investigating and resolving long-term care facility residents' complaints
- Providing services to help protect residents' health, safety, welfare, and rights
- Assuring residents have regular and timely access to services provided through New York State LTCOP
- Promoting the development of resident and family councils in individual facilities
- Training both paid and volunteer representatives of New York State LTCOP
- Monitoring, analyzing, and commenting on the development and implementation of federal, state, and local long-term care laws and policies

The New York State LTCOP advocates for nearly 160,000 residents in 1,673 long-term care facilities across New York. These include 117,183 nursing home residents and 42,554 residents of adult care facilities, assisted living, and family-type homes.

In 2012, there were 896 certified volunteer ombudsmen providing a regular presence in facilities and helping protect the care, safety, and rights of residents. These volunteers donated 135,000 hours, valued at more than \$3.7 million, effectively doubling the program's annual capital resources.

The statewide program is comprised of 34 local ombudsman programs. In 2012, these local programs handled 3,626 complaints, achieving a successful resolution in 79% of cases; responded to 9,943 requests for information and consultation from residents, families, and caregivers; and responded to 2,540 requests for consultation from facilities.

In 2005, the local LTCOP agencies in NYS collectively agreed to pursue individual agreements for a COTS provider to assist the program in its everyday gathering of National Ombudsman Reporting System (NORS) required data elements as well as other key program management areas. These areas include case/complaint management, program activities management (non-complaint related Ombudsmen activities), volunteer management, and facility management. The system offers the capability of sorting and searching by facility,

resident, complainant, or other variables. It also offers some ability to generate various reports based on user-entered criteria.

The U.S. Administration for Community Living (ACL) requires the Ombudsman program of every state to submit an annual aggregate report in order to provide an overview of state/federal ombudsman program operations and analyze the quality of care for residents in long-term care facilities. These reports include calculations of key performance metrics which, in their totality, represent the foundation of the NORS (see **NORS details at www.aging.ny.gov/rfp/index.cfm**).

The New York State LTCOP utilizes a separate commercial, web-based, hosted data submission tool as the mechanism for the submission of annual reporting to ACL on all required NORS data elements. The tool is specifically designed to enable import of required NORS data from outside data sources, including LTCOP's current data capturing system.

4.3.2 Bidder Solution

NYSOFA seeks to replace the existing LTCOP systems as part of this RFP by obtaining an automated system that will support the goals and functions of the New York State LTCOP, including the 34 local LTCOP programs, as well as capture all required NORS data elements. NYSOFA is asking vendors to propose a system with the capacity to meet both ACL NORS data field requirements, as well as to have the ability for customization to meet the needs of both New York State LTCOP and its 34 local LTCOP programs. Specific functionality of the Long Term Care Ombudsman System can be found in *Attachment 3*.

A. Database Administration. The system must allow the provider database to be established through linkages or uploads of information from pre-established provider directories. The database must be customizable to allow for provider data fields unique to the Ombudsman program, including NORS compliant data elements including major/minor complaints, dispositions, verification, and journaling capabilities. (See Required LTCOP Data Elements at: http://www.aoa.gov/aoa_programs/elder_rights/Ombudsman/NORS.aspx). The solution must also allow authorized users to update or remove provider information, including the ability for an administrator to merge different providers or facilities and their data objects.

4.3.3 Data Migration

The vendor will be responsible for all data migration tasks to migrate existing data from the existing service provider to a new provider. Data migration tasks include, but are not limited to, data clean up, identification of duplicate records, possible data consolidation, all case and program activity related data, and facility and volunteer records.

4.3.4 Training Plan

The contractor will be responsible for providing training to approximately 1,000 or more end users. As part of the training plan, the contractor will also be required to provide webinars, train-the-trainer, and on-line tutorials for all modules. The contractor must update the training plan and put into action annually (See SECTION 6).

4.3.5 System Maintenance and Support Plan

The contractor must deliver the system maintenance requirements outlined in *Attachment 3*. Support must include a toll-free hotline.

4.3.6 Implementation Plan

The plan is comprised of two parts: (1) a work plan with delineated activities, tasks, milestones, and timetables; and (2) a narrative (See SECTION 6). **The Plan must accomplish this Deliverable by January 1, 2016.** The implementation plan must address the following:

- a. Assignment of an overall project manager
- b. Ongoing State consultations throughout the contract period to ensure that requested high-priority customizations are identified and implemented
- c. A Risk Management Plan
- d. Tools, techniques, or technologies to meet requirements
- e. Staffing levels and types of staff to meet requirements
- f. Identification of subcontractors if applicable
- g. Incorporation of State personnel into the project team and interaction with State subject matter experts as needed
- h. Project organization structure and a plan on how all the parties involved in the implementation and integration effort will be coordinated
- i. The extent to which the Bidder has user groups and/or advisory groups and the nature of their membership
- j. The frequency, timing, and extent to which the system will be updated

SECTION 5. COVER LETTER SUBMISSION

5.1 Cover Letter Requirement

A cover letter is an integral part of the proposal package. The cover letter must be signed by an individual who is authorized to bind the successful Bidder contractually. The letter must:

- A. Acknowledge that the Bidder has read the proposal, understands it, and agrees to be bound by all of the conditions therein.
- B. Include the Bidder's name, address, telephone and fax numbers, and the name(s), address(es), telephone number(s) and e-mail address(es) of the Bidder's contact(s) concerning the proposal.
- C. Acknowledge that the costs set forth in the Cost Proposal are firm costs that are binding and irrevocable for a period of not less than 180 days from the date of proposal submission.
- D. Acknowledge that the Bidder understands and accepts the provisions of this RFP and all attachments thereto
- E. Acknowledge that the bidder agrees if they are successful proposer they will submit the Contractor Certification Tax Form ST-220-TD and Contractor Certification to Covered Agency Form, ST-220-CA
- F. Explicitly set forth any questions or anticipated difficulty with any such contract provisions. NYSOFA reserves the right to reject any or all issues raised by a Bidder and require full acceptance of the terms of this RFP.
- G. Provide the Bidder's Federal Employer Identification number.
- H. Cover Letter Packet. The following shall be attached to the cover letter*:
 - i. Appendix B – The following Minority and Women Owned Forms:
 - a. Form MWBE 100 Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Program (MWBE-EEO) Policy Statement
 - b. Form MWBE 101 Staffing Plan
 - c. Form MWBE 103 MWBE Utilization Plan
 - ii. Appendix C - MacBride Fair Employment Principles
 - iii. Appendix D - Affidavit of Non-Collusion
 - iv. Appendix E - Bidder's Compliance with Communications During Restricted Period
 - v. Appendix F - Vendor Responsibility Questionnaire if the Bidder is not enrolled in the Office of the State Comptroller's VendRep System (http://www.osc.state.ny.us/vendrep/vendor_index.htm)
 - vi. Appendix G - Offerer Disclosure of Prior Non-Responsibility Determinations
 - vii. Appendix H - Use of New York State Businesses
 - viii. Appendix I -Iran Divestment Act Certification

*Although these documents are not part of the bid evaluation process, they are required in order to enter into a contract with the successful proposer.

5.2 Checklist of Submission Requirements

A Checklist of Submission Requirements is found as *Attachment 4* of this RFP. The Checklist may be of value to the Bidder in ensuring compliance with RFP requirements. It is recommended that the Checklist be completed and submitted with the proposal package. Submission of this checklist, however, is **not** mandatory, so the failure to submit the Checklist will not result in the rejection of the proposal.

SECTION 6. TECHNICAL PROPOSAL SUBMISSION

Technical Proposal. (Scoring Weight – 70 percent of the evaluation)

Proposal must, at a minimum, contain the following sections and be organized as specified below:

Bidders must provide separate technical responses for each of the three deliverables. Responses should clearly identify integration of system components between deliverables and how all three deliverables will be implemented over the required timeframe.

6.1 Technical Proposal

Each Bidder must submit a complete and comprehensive Technical Proposal that addresses all factors, including the phasing of tasks, methods to be utilized, and scheduling of resources necessary to complete the requirements of the Scope of Project satisfactorily.

The technical proposal must reflect an understanding of NYSOFA's needs summarized in SECTION 4, PROJECT SCOPE and detailed in *Attachment 3 Application Capabilities*.

The Technical Proposal must, at a minimum, contain the following sections and be organized as specified below:

6.2 Bidder Experience and Qualifications

NYSOFA intends to enter into a contract with a qualified Bidder who is knowledgeable about automated systems for managing services described for each Deliverable in this Request for Proposal. In order to fulfill all of the necessary roles required by this contract, the qualified Bidder must:

- 6.2.1** Complete Attachment 2 and Vendor Experience Forms for each of the Deliverables to distinguish and demonstrate expertise in the development and hosting of web-based applications that are similar in scope to NYSOFA's requirements.
- 6.2.2** Provide the background and experience of the Project Manager and each of the key identified professional staff (e.g., Bidder's Executive Sponsor, Tech Architect) who shall be assigned to the project. Brief biographical sketches of Bidder's key staff are to be appended to each proposal to demonstrate the capability of the Bidder, through its employees or sub-contractors, to meet the requirements of Attachment 3 Application Capabilities and needs summarized in SECTION 4, Project Scope. If specific individuals have not been identified for the positions, then job descriptions and minimum staff qualifications for the positions must be submitted.
- 6.2.3** Identify the respective roles and specific expertise of any subcontractor involved in the Bidder's proposal. The Bidder submitting the successful proposal pursuant to the RFP must assume full responsibility for the performance under the resultant contract. NYSOFA retains the right and privilege to approve the use of the subcontractors under the agreement resulting from this RFP. In any event, the prime contractor (the successful Bidder) shall be responsible for all contract performance, whether or not subcontractors are employed.
- 6.2.4** Provide three or more specific work references, as outlined on Attachment 2, of similar systems where implementation is in progress or fully completed, whom NYSOFA may contact to assist in judging past Bidder's performance. Each reference should include the name, business address, and current telephone number of an individual who is qualified to judge the Bidder's past or current work. NYSOFA reserves the right to contact references should NYSOFA, in its sole discretion, deem necessary.
- 6.2.5** Describe the status of all litigation in which the Bidder is presently involved or in which it anticipates becoming involved and how, if at all, it impairs the Bidder's ability to perform under the proposed contract.

- 6.2.6** A project organization structure and a plan on how all the parties involved in the implementation and integration effort will be coordinated. This structure and plan must include:
- A description of the Bidder staffing level that is anticipated to accomplish the work, including support staff dedicated to the implementation of proposal. For each project component, identify the title of staff that will be involved and an estimate of staff time to complete the component.
 - A description of the Bidder's use of subcontractors, if applicable.
 - A listing of roles the Bidder expects of State personnel to be involved in the implementation and a description of how these personnel will be incorporated into the project team.

6.3 Application Capabilities of Proposed Solution

As part of the proposed application software solution, each proposal must describe the approaches that will be taken to address requirements specified in *Attachment 3*.

- 6.3.1** Clearly identify the name(s) and version(s) of the software package(s) or modules being proposed.
- 6.3.2** Provide detailed responses as specified in *Attachment 3 –Application Capabilities*.
- 6.3.3** Describe warranty period and customer service provisions, including minimum response times.
- 6.3.4** Describe the level of support available during the development of, and transition to, the proposed software. If there are optional levels of support, these options must be clearly noted.
- 6.3.5** NYSOFA anticipates that modification or custom development may be necessary to satisfy some of its unique requirements that cannot be accommodated by the proposed software packages. Bidders must clearly indicate the customization services that they provide to satisfy requirements that are not supported by their proposed software. Bidder should also discuss the methodology and/or tools that are used to facilitate such product enhancement. Bidders should note where they have previously assisted clients in this manner. They should also define the effect that such customization or modification will have on their warranty provisions and future releases of the proposed application software.
- 6.3.6** Identify the technical documentation that is available to support data conversion and user procedures.
- 6.3.7** Bidder must describe its computer environment, data security measures, description of the physical security of the computer center, hours of operation, backup and recovery procedures, transaction response time for when staff are using the application, guarantees of system availability and response times for resolving problems, and disaster recovery plans.
- Bidders must describe the network requirements, protocols, and end user equipment necessary to operate the proposed application software effectively. This should include a description of the communication interfaces and network architecture required to interface the proposed software with NYSOFA.

6.4 System Maintenance Proposed Solution

The Bidder's proposed solution must be based upon the requirements outlined in *Attachment 3*.

Bidders must also identify the nature and extent of system support activities offered by the Bidder. Included in the documentation must be:

- 6.4.1** Identification of the Bidder's proposed support hours (specify time zone) and location of support staff.
- 6.4.2** The typical response time for problems reported: (1) during regular business hours; and (2) off-hours. The range and average for system downtime (scheduled and unscheduled) for your clients' systems and the backup plan to be used during downtime.

- 6.4.3** The process for evaluating and fixing “bugs” or problems in your software, as well as other system maintenance.
- 6.4.4** The frequency, timing, and extent to which the system will be updated.
- 6.4.5** Identification of backup and recovery routines for both programs and data.
- 6.4.6** The extent to which the following support features are available:
 - Toll-free hotline
 - Remote monitoring
 - Remote diagnostics
 - Web-based support tracking

6.5 Proposed Implementation Plan

Bidders are required to provide a narrative and work plan clearly describing their approach to this project and, specifically, how the Bidder will accomplish the deliverable. Each proposal must provide a management plan that identifies and describes how the project will be planned, directed, and controlled, including:

- 6.5.1** A work plan (in MS Project or similar software) with delineated activities, tasks, milestones, and timetables for system implementation and integration work. Work plan should also include a description of all work anticipated in implementing the scope of services.
- 6.5.2** A project organization structure including an overall assigned project manager and a plan on how all the parties involved in the implementation and integration effort will be coordinated. This structure and plan must include:
 - A description of the Bidder staffing level that is anticipated to accomplish the work, including support staff dedicated to the implementation of the proposal. For each project component, identify the title of staff that will be involved, who will provide an onsite presence, as outlined in Table A, and an estimate of staff time to complete the component.
 - A description of the Bidder’s use of subcontractors, if applicable.
 - A description of how State personnel will be incorporated into the project team.
- 6.5.3** A method for status reporting and periodic status meetings.
- 6.5.4** The quality assurance measures and the plan that will be utilized to monitor the project and address issues.
- 6.5.5** The approach to risk management and what the bidder considers key risks to the success of this implementation, as well as how those risks should be addressed.
- 6.5.6** A description of any proprietary tools, techniques, or technologies that your firm uses for such implementation work.
- 6.5.7** A description of the extent and conditions to which any system enhancement paid by an individual entity is made available to all entities.
- 6.5.8** A description of how high-priority customizations will be identified and implemented.

NYSOFA will be responsible for providing the Contracted Bidder with access to a limited amount of office space and access to conference rooms for onsite project-implementation staff. There is no expectation that vendor staff will need to be onsite at NYSOFA offices all the time; however, the vendor is expected to come onsite as needed for project management meetings, requirement clarification sessions, JAD sessions, etc. The vendor will also be expected to facilitate remote communication through collaboration software, remote meeting software, conference call services, etc. NYSOFA will provide access to subject matter experts (SMEs) associated with the project, as needed.

6.6 Training Plan

The Bidder's proposed solution must include the following components. These must be described separately for each of the three training Deliverables (3.1.4, 3.2.4, 3.3.4):

- 6.6.1** Describe the on-line training modules and the extent to which they will be provided. Describe how you will record and provide access to end-user training materials via a web link or website.
- 6.6.2** Describe the on-site train-the-trainer approach and the extent to which it will be provided, including the number of classes that will be offered, how often (as needed, or on a set calendar schedule), duration of classes, and the maximum number of participants.
- 6.6.3** Describe the extent to which webinar trainings will be provided, including the number of classes that will be offered, how often (as needed, or on a set calendar schedule) duration of classes, and the maximum number of participants. Describe how you will record and provide access to end-user training materials via a web link or website.
- 6.6.4** For online modules, on-site train-the-trainer, and webinars, describe how you will track the number of enrollees and completers.
- 6.6.5** Identify who will provide the proposed product training to each discipline.
- 6.6.6** The extent that the Bidder provides a "Help Desk" or technical support to end users.
- 6.6.7** A description of the types of reference materials (e.g., Quick Reference Guide, Data Dictionary) and how they will be made available and accessible.
- 6.6.8** The extent that training reflects NYSOFA's customizations made to the bidder's generic product.
- 6.6.9** A description of how online trainings will comply with New York State Accessibility Standards. (<http://www.its.ny.gov/policy/NYS-P08-005.pdf>)

SECTION 7. COST PROPOSAL REQUIREMENTS

Project Cost. (Scoring Weight – 20 percent of the evaluation)

The Bidder needs to be prepared to provide Software as a Service (SaaS), a software licensing and delivery model in which software is licensed on a subscription basis and hosted centrally. This is also often referred to as “on-demand software.”

The Cost Proposal identifies the Bidder’s total cost for providing services as identified in this RFP. The Bidder is required to use the format presented in *Attachment 5– Project Costs*, of the cost for each task and an overall cost. Responses to this RFP must identify:

7.1 Project Cost

7.1.1 Total cost of proposal

7.1.2 Completed cost forms for Project Scope deliverables 1, 2, and 3

7.1.3 Completed Future Change Order Requests job categories breakdown

Costs must incorporate all Bidder costs associated with providing the services required within this RFP, including travel and administrative overhead.

7.2 Most Favored Nation Clause

The successful Bidder guarantees that the pricing offered to the State shall be the same as, or lower than, that offered to other customers under the same or similar terms and conditions. If, for any reason during the term of the contract, the successful Bidder reduces the pricing due to special offers to a similarly situated entity, the State shall receive an equivalent reduction in pricing for the product or services delivered to the State.

7.3 Extension of Use (Piggybacking)

This agreement may be extended to additional New York State governmental agencies, not-for-profit provider agencies, and/or municipal or local government entities upon mutual written agreement between NYSOFA and the given jurisdiction. New York State reserves the right to negotiate additional discounts based upon any increased volume generated by such an extension.

SECTION 8. EVALUATION OF PROPOSALS

8.1 Evaluation Method

The method of evaluation will be “best value,” based on the optimization of quality, costs, and efficiency. The Technical and Cost Proposals will be evaluated separately, and the State shall award the assignment to the Bidder with the highest composite score. The technical and cost components will be weighted in accordance with the “best value” evaluation methodology bearing the weight assigned below:

Technical component.....70 percent
Cost component.....20 percent
Oral Presentation.....10 percent

Upon review of a Bidder’s submitted proposal, NYSOFA may submit to the Bidder, at its discretion, a request for clarification relating to its proposal. A Bidder will be provided the period of time in which the written responses to NYSOFA’s requests for clarification must be completed. Other than to provide clarifying information as may be requested by NYSOFA, no bidder will be allowed to alter its proposal.

8.2 Evaluation Process

The evaluation process will consists of four levels:

- Level 1: Mandatory Bidder Requirements (pass/fail)
- Level 2: Technical Evaluation (Maximum score of 70%)
- Level 3: Cost Evaluation (Maximum score of 20%)
- Level 4: Oral Presentation (Maximum score of 10%)

A Bidder’s proposal score will be converted to a weighted score, with the highest scoring bid on the technical, cost, and oral components receiving the maximum score for that level. The formulae for this conversion are:

Technical: Points = (bid being evaluated divided by highest bid score) x evaluation points

Cost: Points = (lowest dollar amount bid divided by the bid being evaluated) x cost points

Oral: Points = (bidder presentation being evaluated divided by highest bidder presentation score) x oral points

The Bidder with the highest composite score of technical, cost, and oral components will be deemed the successful bidder.

8.3 Level 1: Mandatory Requirements

Proposals submitted in response to this RFP shall first undergo a completeness review. This review shall determine minimal compliance with the RFP. If a proposal fails to include all requirements listed in SECTION 2 MANDATORY BIDDER REQUIREMENTS, it shall be deemed non-responsive and removed from consideration. (Note: NYSOFA reserves the right to eliminate any mandatory requirement that cannot be met by all Bidders.)

8.4 Level 2: Technical Evaluation (Maximum score of 70 pts.)

Proposals that pass the review of the mandatory requirements will undergo a Technical Evaluation conducted by the Evaluation Team. This technical evaluation will identify the proposals that have the highest probability of best serving the needs of NYSOFA. The following criteria will be used:

- **Bidder's Experience and Qualifications:** The Bidder's experience and performance with similar projects in the public and private sector. Background checks may be conducted. NYSOFA may contract the references provided in the proposal, as well as communicate with other clients of which NYSOFA may be aware.
- Effectiveness of Proposed Project Application Solution in Meeting NYSOFA's Needs.
- Project Management Structure and Plan.
- Training Proposal.

8.5 Level 3: Cost Evaluation (Maximum score of 20 pts.)

All costs listed on the *Attachment 5 – Project Cost* schedule will be included in the cost evaluation. The lowest-cost workable solution will be given the highest score. Other workable but more expensive solutions will be awarded points proportionally.

8.6 Level 4: Oral Presentation (Maximum score of 10 pts.)

After completion of the Technical and Cost Evaluation, a composite score will be assigned to each proposal, with a technical score weighted at 70% and a cost score weighted at 20% to determine finalists for oral presentations. **The top three Bidders as well as all other Bidders within 10 points of the top Bidder's** composite score will be considered as finalists and will be required to deliver a demonstration of the Bidder's product to the Evaluation Team. The format of the oral presentation will be provided prior to the presentation. This presentation will be geared to assess the Bidders' full understanding of the project requirements and functionality of the application. Up to ten points will be awarded for a Bidder's oral presentation.

SECTION 9. ADMINISTRATIVE PROPOSAL REQUIREMENTS

9.1 Responsiveness

Bidders must submit a complete response to this RFP using the format and forms specified in this RFP.

9.2 Proposal Format, (A) Cover Letter packet, (B) Technical Proposal and (C) Cost Proposal

Bidders MUST supply:

- A. Cover Letter packet: See Section 5.1 H
- B. Technical Proposal: Each copy is to identify clearly on the cover the Bidder's name, the title of the Request for Proposal, and the wording, "Technical Proposal."
- C. Cost Proposal: All copies of the Cost Proposal must be packaged separately from copies of the Technical Proposal and labeled "Cost Proposal."

9.3 Number of Copies and Electronic Submission

Bidders must submit one original and ten copies of their proposal and required RFP Appendices and Attachments; additionally, two copies of the Cost Proposal are required. The original and each copy of the Cover Letter must have original signatures. In addition, two electronic copies of only the Technical Proposal must be submitted on USB flash drives (one copy on each drive) in a Microsoft Office compatible format.

9.4 Confidential/Trade Secret Materials

Information contained in any proposal submitted in response to this RFP will not be divulged to any other Bidder during the proposal review process. Upon execution of a contract for services to be provided pursuant to this RFP, all documents, including bid proposals and the terms of the contract, become public. If a Bidder submitting a proposal believes that public disclosure of the proposal would result in substantial injury to the competitive position of the Bidder's firm, it must be clearly marked "Proprietary Information – Not for Public Release." NYSOFA cannot guarantee that such submissions will be immune from disclosure in all cases.

9.5 Proposal Delivery Instructions

Submission of the Bidder's proposal, with submission of a cover letter, shall be construed by NYSOFA as the Bidder's acceptance of the procedures, evaluation criteria, and other administrative instructions in the RFP.

Complete proposals must be submitted by 3:00PM on Monday, January 5, 2015. Any proposal package received by NYSOFA after this 3:00pm deadline will NOT be considered, regardless of the reason(s) for the delay.

Mail proposal packages OR hand-deliver, express/overnight mail, or other carriers (e.g., FedEx or UPS) to the following address:

Barbara Allison, Associate Budgeting Analyst
New York State Office for the Aging
2 Empire State Plaza – 3rd Floor
Albany, NY 12223-1251

Complete proposals must have a label on the outside on the package itemizing the following:

PROPOSALS ENCLOSED (PREFERABLY BOLD, LARGE PRINT, ALL CAPITAL LETTERS), TITLE OF THIS RFP, BIDDER'S NAME and ADDRESS and PROPOSAL SUBMISSION DATE.

If using a commercial delivery company that requires that you use their shipping package or envelope, your proposal must be placed in a sealed envelope labeled as detailed above and this envelope put into the commercial delivery company's envelope. This will ensure that your proposal is not prematurely opened. Non-Compliance with the submission of proposals as required by this section may result in disqualification of the offering.

Bidders must allow sufficient time for mail delivery to ensure proposal receipt by the deadline. It is recommended that certified or registered mail (return receipt requested) be used. It is the responsibility of the Bidder to follow up with carriers to ensure that the proposal package is received by NYSOFA in accordance with the listed deadline. Bidders may send an e-mail to NYSOFA's authorized contact listed in Section 1.2 Contact for Inquires prior to the deadline to confirm that NYSOFA has received the proposal package.

No bids submitted via Facsimile or E-mail will be accepted.

9.6 Late Bids

Proposals not received by the time indicated in Section 9.5 will not be opened. In addition, if a partial proposal package is received at NYSOFA prior to the submission deadline, but additional portions of the proposal package are received after the deadline, only the portions of the proposal package received on or before the deadline will be considered.

9.7 Timeframe for Offers

Every offer is firm and not revocable for a period of 180 days from the bid opening. The RFP cover letter must state this requirement.

9.8 Bidder Covenant

In submitting a proposal, the Bidder covenants that the Bidder will not make any claims for, or have any right to, damages for any misinterpretation or misunderstanding of the specifications or because of any lack of information.

9.9 Proposals

All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The proposal shall be submitted with the understanding that only the acceptance, in writing by a designated duly authorized NYSOFA representative, with the approval of the Attorney General, the Office of the State Comptroller and, when appropriate, the Division of the Budget, shall constitute a contract between the Contractor and the State of New York.

9.10 New York State Procurement Rights

NYSOFA reserves the right to:

- 9.10.1** Amend, prior to the bid opening, the RFP specifications to correct errors or oversights, or to supply additional information as it becomes available;
- 9.10.2** Direct Bidders, prior to the bid opening, to submit proposal modifications addressing subsequent RFP amendments;
- 9.10.3** Change any of the scheduled dates;
- 9.10.4** Reject proposals that fail to meet mandatory requirements;
- 9.10.5** Withdraw the RFP at any time, at the agency's sole discretion;
- 9.10.6** Eliminate any specifications that cannot be complied with by all of the prospective bidders;
- 9.10.7** Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;

- 9.10.8** Require clarification, at any time during the procurement process, and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal, and/or to determine a Bidder's compliance with the requirements of the solicitation.
- 9.10.9** Use proposal information obtained through site visits, management interviews, and the State's investigation of a Bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- 9.10.10** Make an award under this RFP, in whole or in part; and
- 9.10.11** Utilize any and all ideas submitted in the proposals received.

SECTION 10. CONTRACT AWARD

10.1 Period of Contract Award

The contract will be awarded for a period of five years, with an option to renew for an additional five-year period.

10.2 Contract Renewal

Upon mutual agreement of the parties, the contract may be extended for an additional five (5) year period. The Bidder must detail costs for years 6 – 10 in the bid. Revisions in prices or associated charges may be accepted upon contract renewal. The Contractor will agree to demonstrate the need for such revisions through written documentation. Approval will be at the sole discretion of NYSOFA and the Office of the State Comptroller.

10.3 Notification of Award

The successful Bidder will be advised of its selection by NYSOFA through the issuance of a “Notification of Award Letter.” Public announcements or news releases pertaining to this proposal or contract shall not be made public without prior approval from NYSOFA.

10.4 Debriefing Unsuccessful Bidders

Bidders will be notified, by letter, of the conditional award and possibility that a failed negotiation could result in an alternative award. Debriefings will also be offered, although the discussion will be limited to only the evaluation results as they apply to the proposal of the Bidder receiving the debriefing.

10.5 Expenses Prior Contract

Under no circumstances will NYSOFA be responsible for any expenses incurred by the successful Bidder occurring prior to the completion of a fully executed contract.

10.6 Contract Negotiations and Approval

A contract containing terms and conditions will be negotiated with the successful Bidder based on this RFP and the successful proposal. The contract will include, but not be limited to, standard clauses for all New York State contracts, the RFP, the proposal received, and appendices, exhibits, and any other attachments.

During contract negotiations, NYSOFA expects to have direct access to Bidder’s personnel who have full authority to make commitments on behalf of the Bidder. Bidders must include, as part of their proposal, any restrictions under which their primary negotiations will operate.

Any negotiated contract must conform to the laws of New York State and the provisions of this RFP and will be subject to approval by the Office of the Attorney General and the Office of the State Comptroller. The contract will not be considered fully executed until formal approval has been granted by both of these State Control Agencies.

10.7 Order of Precedence

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) the order of precedence shall be: (1) Appendix A- Standard Clauses for All Contracts with New York State; (2) the contract and appendices; (3) RFP; and (4) Bidder’s proposal.

10.8 Subcontracting

Subcontracting by the contractor shall not be permitted, except by prior written approval of NYSOFA. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of

this Contract Award, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the Award between NYSOFA and the contractor.

10.9 Rights to Materials Produced

All products, data and written materials developed pursuant to this contract shall be and remain the sole property of NYSOFA. The contractor must secure written permission from NYSOFA to use any such materials for purposes other than those specified in the Project Scope of Work.

The State of New York shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed or improved, or furnished by the contractor under the resulting contract. All files containing any New York State information are the sole and exclusive property of the State. With regard to Deliverable One, the contractor shall produce the data (in a format acceptable to the State) in the Resource Directory upon the State's request at any time during the contract or upon termination of the contract. The contractor shall not use such data for any purposes not directly related to the contract without prior written permission from the State.

10.10 Award Contract in Event of Unsuccessful Negotiation

Should NYSOFA be unsuccessful in negotiating a contract with the selected Bidder within a reasonable time as determined by NYSOFA, then NYSOFA may begin contract negotiations with the next ranked Bidder in order to serve the best interest of the State of New York.

10.11 Workers' Compensation Contract Requirements

The Workers' Compensation Law requires that the State obtain evidence that all contracting organizations maintain the required Workers' Compensation and Disability Benefits Insurance for their employees. The successful Bidder will need to supply NYSOFA with a copy of form C-105.2, Certificate of Workers' Compensation Insurances, and a copy of form DB-120.1, Disability Benefits Insurance, or a copy of form CE-200, Attestation of Exemption. These forms can be obtained from your insurance carrier. The name and address of NYSOFA must appear as the entity requesting proof of coverage (listed as the certificate holder) on form C-105.2 and DB-120.1.

10.12 Consultant Disclosure Information

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State. Information on this legislation can be found at the Guide to Financial Operations, Chapter XI, Procurement and Contract Management 18.C Consultant Disclosure Legislation (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>). The winning bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

Winning Bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each State fiscal year included in the resulting contract. This report must be submitted annually to NYSOFA, the Office of the State Comptroller, and Department of Civil Service. Employment categories with specific occupational classifications can be found at <http://online.onetcenter.org/find/>.

Both of these consultant disclosure forms may be found at the websites linked above.

10.13 Vendor Responsibility Status

Procurement laws and guidelines require the award of New York State contracts to responsible contractors. Vendor responsibility generally means that a contractor has the integrity to justify the award of public dollars and the capacity to perform fully the requirements of the contract. Instructions for documenting vendor responsibility are included in Appendix F.

During the period of the contract, the successful bidder shall notify NYSOFA of any changes in vendor responsibility disclosures. The State reserves the right to terminate the contract for non-responsibility or failure to of the successful bidder to disclose accurately.

10.14 Tax Provisions

Purchases made by the State of New York are not subject to State or local sales taxes or federal excise taxes. The official State of New York Voucher for materials, equipment, supplies, and services is sufficient evidence to exempt the transaction from sales tax under section 1116 (a)(1) of the Tax Law.

Section 5-a of the Tax Law, as amended and effective April 26, 2006, requires certain contractors awarded certain contracts valued at more than \$100,000 to certify to the NYS Department of Taxation and Finance (hereinafter referred to as Tax and Finance) that they are registered to collect New York State and local sales and compensating use taxes if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 for the four (4) completed sales tax quarters in which the certification is made. In addition, contractors must certify to Tax and Finance that each affiliate and subcontractor exceeding such sales threshold during the period previously indicated is registered to collect New York State and local and compensating tax.

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 Tax and Finance that each affiliate and subcontractor exceeding such sales threshold is registered with Tax and Finance to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to a Bidder meeting the registration requirements but who is not so registered in accordance with the law.

The Bidder that is awarded the contract as a result of this RFP will be required to complete and submit to Tax and Finance the Contractor Certification Form, ST-220-TD (Part IV-2). The selected Vendor must also submit the Contractor Certification to Covered Agency Form, ST-220-CA (Part IV-2) to NYSOFA certifying that they filed Form ST-220-TD and that the information contained on Form ST-220-TD was correct and complete as of the date it was filed. These forms, as fillable PDF documents, can be found at: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf and http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. Vendors may call Tax and Finance at 1-800-698-2931 for contractor sales tax information. For additional information and frequently asked questions, please refer to Tax's website: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Bidders may call Tax and Finance at 1-800-972-1233 for questions relating to Tax Law §5-a and relating to a company's registration status with Tax and Finance.

10.15 Security Breach Notification

If the Contractor breaches the confidentiality of a person's HIPAA or State-protected information, the Contractor must (i) promptly cure any deficiencies; and (ii) comply with any applicable federal and State laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within two hours after becoming aware of the use or possible disclosure.

10.16 Submission of Invoices

Payments by the State shall be made on a *monthly basis*, approved by NYSOFA. Invoices shall be submitted to the NYSOFA Finance Unit for verification, approval, and payment. Invoices shall be submitted to:

NYS Office for the Aging
c/o NYS OGS Business Services Center
P.O. Box 2117
Albany, NY 12220-0117

Or by e-mail to:

accountspayable@ogs.ny.gov

10.17 Termination

The State and the Contractor agree and stipulate that NYSOFA shall have the sole right, in its discretion, at any time, to terminate a resulting contract by giving written Notice of Termination to the Bidder, and that such Notice of Termination shall in no event constitute or be deemed a breach of this Agreement, and no liability shall be incurred by or arise against the State, its agents, or employees therefrom.

The State shall have the right to terminate the contract early, for:

- unavailability of funds
- cause
- convenience
- contractor non-responsibility

The State may only invoke its right to terminate for convenience on each annual anniversary date of the contract (except for the contract expiration date), provided that the State has given written notice to the Contractor no later than 30 days prior to the date of termination, except with respect to contracts that gives the State a general right to terminate at any time.

10.18 Contractor Transition Responsibilities

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires, or is rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of services to the State or a third party designated by the State. The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must provide the State with data generated from the inception of the Contract through the date on which the Contract is terminated in a comma-delineated format, unless otherwise requested by the State.

10.19 Minority and Women Owned Business Enterprises (MWBE) and Equal Opportunity Employment

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.

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

- 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.

- 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.
- The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

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](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
[email: mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)
<http://esd.ny.gov/MWBE/directorySearch.html>

It is the NYS goal that contractors will expend a minimum of 20% of the contract amounts, which are not excluded or exempt, in utilization of MWBE contractors. Exempt expenditures are amounts paid for staff, utilities, facility ownership, or rent and other expenses where contractors do not procure goods or services from a marketplace that includes MWBE vendors and contractors. Excluded expenditures are amounts spent on goods or services where MWBE contractors may exist but none were available. NYSOFA expects that bidders could reasonably contract out for programming, training, and perhaps other areas of their proposal.

For purposes of this Contract, NYSOFA hereby establishes an overall goal of 20% for MWBE participation, with a recommended breakdown of 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”). Contractors are encouraged to fulfill the suggested 10% goal for both MBE and WBE vendors; however, strict adherence to the suggested MBE and WBE percentages is not mandatory, as long as the overall 20% goal is met.

10.20 Employment Opportunities for New York State Residents

The Contractor must agree 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 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.

SECTION 11. STANDARD TERMS AND REQUIREMENTS

Appendix A
Standard Clauses for New York State Contracts

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said

statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION.

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

8. INTERNATIONAL BOYCOTT PROHIBITION.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this

contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland,

or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the

New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT

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

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

false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the

award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity

that is awarded a contract and appears on the Prohibited Entities list after contract award.

Appendix A-1 Agency Specific Clauses

Please note that the order in which each part of this Appendix A-1 is set forth, corresponds directly to that of the State of New York Agreement. The provisions of this Appendix A-1 shall apply to all New York State Office for the Aging (NYSOFA) contracts unless expressly superseded by the corresponding provisions of Appendix A-2.

I. Conditions of Agreement

- A. **Laws, Rules, Regulations:** The Contractor shall comply with any provisions of the Older Americans Act of 1965, as amended, determined applicable by the State, and all rules and regulations pertaining thereto promulgated by the Administration on Aging, United States Department of Health and Human Services, which are in effect or become effective during the term of this Agreement. The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.
- B. **Charitable Organization Requirements:** The Contractor shall comply with the registration and reporting provisions required of charitable organizations by Section 8-1.4 of the Estates, Powers and Trusts Law (EPTL) and Article 7-A of the New York State Executive Law.
- C. **Age Discrimination:** The Contractor shall comply with the Age Discrimination in Employment Act of 1967 (Pub. L. 90-202) (ADEA), as amended (29 U.S.C. § 621 *et seq.*), the Equal Pay Act of 1963 (Pub. L. 88-38) (EPA), as amended (29 U.S.C. § 206(d)) and the NYS Human Rights Law, Article 15 of the New York State Executive Law.
- D. **Federal Non-Discrimination Statutes:** The Contractor shall comply with Titles VI and VII of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto, and all rules and regulations pertaining thereto promulgated by the United States Department of Health and Human Services which are in effect or become effective during the term of this Agreement. In addition to the above protections, the Contractor shall comply with Titles I, II and III of the Americans with Disabilities Act of 1990, and any amendment thereto, which protects qualified individuals with disabilities from discrimination in employment and provides access to public services. If reasonable accommodations are required for any older New Yorker (i.e., New Yorkers aged sixty {60} or older) with a disability desiring to participate in services funded under this Agreement, no fees can be charged to the participant for such accommodation.
- E. **State Monitoring:** The Contractor shall comply with the program management and assessment requirements of the State, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related fiscal records and development of a corrective action plan if required by the State in a program assessment report.
- F. **Program Changes:** The Program Workplan (Appendix D) shall not be modified without approval from the State. If modification to the Program Workplan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.
- G. **Budget Changes:** Any proposed modification to the contract which results in a change of 10 percent to any budget category must be submitted to OSC for approval.
- H. **Subcontracts:** The Contractor may enter into subcontracts for the provision of the services described in the Program Workplan. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.

- I. **Funding Source Recognition:** The Contractor agrees that any public information materials or other printed or published materials will give due recognition to the fact that the program is supported with State Funds and such recognition will be in a form prescribed by the State. Where the Contractor acknowledges the funding source for and/or assistance in acquiring equipment, the acknowledgment must give due recognition to the fact that the acquisition was made possible by a grant of State funds and such recognition will be in a form prescribed by the State.
- J. **Ageing Network Cooperation:** The Contractor shall work cooperatively with and consult with the Area Agencies on Ageing in the region to be served by this Agreement.
- K. **Community Cooperation:** The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.
- L. **Contract Personnel:** The Contractor shall assume responsibility for recruitment, retention, and/or dismissal of all personnel to be employed in the conduct of this Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.
- M. **Supplement of Existing Funding:** The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.
- N. **Minority and Women-Owned Business Enterprises (MWBE):** NYSOFA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to NYSOFA, to fully comply and cooperate with the NYSOFA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Payment and Reporting

A. **Minority and Women-Owned Business Enterprises (MWBE):**

1. For purposes of this procurement, NYSOFA hereby establishes an overall goal of 20% for MWBE participation with a recommended breakdown of 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation. Contractors are encouraged to fulfill the suggested 10% goal for both MBE and WBE vendors; however, strict adherence to the suggested MBE and WBE percentages is not mandatory as long as the overall 20% goal is met.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II. A hereof, Contractor should reference the directory of New York State Certified MBWEs found at <http://www.esd.ny.gov/mwbe.html> . Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers

in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to NYSOFA for liquidated or other appropriate damages, as set forth herein.

B. Equal Employment Opportunity (EEO):

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
2. Contractor shall comply with the following provisions of Article 15-A:
 - a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - b. The Contractor shall submit an EEO policy statement to NYSOFA within seventy two (72) hours after the date of the notice by NYSOFA to award the Contract to the Contractor.
 - c. If Contractor or Subcontractor does not have an existing EEO policy statement, NYSOFA may provide the Contractor or Subcontractor a model statement (see Form MWBE 100 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - d. The Contractor's EEO policy statement shall include the following language:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - iii. 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.
 - iv. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
 - e. Form MWBE 101 - Staffing Plan - To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.
 - f. Form MWBE 102 - Workforce Employment Utilization Report ("Workforce Report"):

- i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to NYSOFA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - ii. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- g. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (form MWBE 103) either prior to, or at the time of, the execution of the contract.
2. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
3. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, NYSOFA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

D. Waivers

1. For Waiver Requests Contractor should use Form MWBE 104 – Waiver Request.
2. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, NYSOFA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
3. If NYSOFA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, NYSOFA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

- E. Quarterly MWBE Contractor Compliance Report:** Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE 105) to NYSOFA by the 10th day following each end of quarter

over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

F. Liquidated Damages - MWBE Participation

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

III. Terminations

- A. **State's Rights:** Unless modified as provided herein, this contract shall begin and end in accordance with the period specified on the contract cover page that is part of this Agreement. The State shall have the right to terminate this contract early for: (i) unavailability of funds; (ii) cause; (iii) convenience; or (IV) non-responsibility.
- B. **Procurement Lobbying:** For contracts in excess of fifteen thousand dollars which are subject to the provisions of State Finance Law §§139-k and 139-j, the State reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor.
- C. **Contractor Responsibility:**
 1. **General Responsibility Language** The Contractor shall at all times during the contract term remain responsible. The Contractor agrees, if requested by the Director or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
 2. **Suspension of Work (for Non-Responsibility)** The Director or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Director or his or her designee issues a written notice authorizing resumption of performance under the contract.
 3. **Termination (for Non-Responsibility)** Upon written notice to the contractor, and a reasonable opportunity to be heard with appropriate New York State Office for the Aging officials or staff, the contract may be

terminated by the Director or his or her designee at the contractor's expense where the contractor is determined by the Director or his or her designee to be non-responsible. In such event, the Director or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

- D. **Notice:** The State retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least 60 days notice of its intent to cancel. The State may only invoke its right to terminate for convenience provided that the State has given written notice to the Contractor at least 60 days prior to the date of termination, except with respect to contracts that give the State a general right to terminate at any time. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing State agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.
- E. **Final Accounting:** The Contractor shall make a full and final accounting of all funds received under this Agreement within sixty (60) days of receipt or issuance of a notice of termination.

IV. Indemnification

- A. **Claims or Lawsuits:** The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

V. Property

- A. **Materials:** The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution, sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.
- B. **Equipment:** Equipment (those items having an acquisition cost of \$1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.
- C. **Equipment Use:** The Contractor understands and agrees that all equipment purchased by the Contractor and its subcontractors under this Agreement will only be used to benefit older New Yorkers. Further, the Contractor agrees that all such equipment will be used for non-sectarian purposes.

VI. Safeguards for Services and Confidentiality

- A. **Serve All Older New Yorkers:** The Contractor shall utilize these State funds to provide services to any older New Yorker that may wish to avail themselves of the service, subject to the availability of funding. This does not preclude a contractor from establishing uniformly applied, non-discriminatory service eligibility criteria or prioritizing the provision of services based on a standardized determination of older New Yorkers' needs, subject to the State's approval.
- B. **Non-Partisan Programs and Services:** The Contractor shall:
- 1) assure equal access for participation, services, activities and informational sessions without regard to race, color, religion, disability, sex, national origin, partisan affiliation or sexual orientation even if the contractor's organization operates primarily to serve a particular ethnic, religious or other specific population or special interest group;
 - 2) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for public office;
 - 3) assure there is no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities;
 - 4) assume that services provided are secular in nature and in no event state funds be used for religious/sectarian purposes or activities or to benefit a religious institution.
- C. **Program Income:** The Contractor shall use all program income (including voluntary participant contributions, cost sharing and fees collected) for services funded under this Agreement to expand services under this Agreement and incorporate them into the budget accordingly.
- D. **Confidentiality:** The Contractor agrees to maintain the confidentiality of all personal information pertaining to older New Yorkers served under this Agreement, including contributions; disclosure of such information may be made only when necessary to the provision of services, unless the older New Yorker or his/her authorized representative gives his/her informed consent to disclose such information, disclosure is required by court order, or such information is provided in summary, statistical, or other form, which does not identify particular individuals. However, nothing herein is intended to require any provider of legal assistance to reveal any information that is protected by the attorney-client privilege.

Appendix B

Minority and Women Owned Business Standardized Forms

A complete list of all standardized forms and form letters utilized by the MWBE Program are contained herein.
(See attachments)

MWBE Unit Forms Applicable ONLY when Goals Assigned to Contract and Subcontractors Solicited -

- MWBE 100*: Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Program (MWBE-EEO) Policy Statement
- MWBE 101*: Staffing Plan
- MWBE 102: Workforce Employment Utilization Report
- MWBE 103*: MWBE Utilization Plan
- MWBE 104: Waiver Request
- MWBE 105: MWBE Quarterly Contractor Compliance Report
- MWBE 106: Non-Compliance Checklist
- MWBE 107: Contractor Bid Solicitation Letter
- MWBE 108: MWBE Subcontractors and Suppliers Letter of Intent to Participate
- MWBE 109: MWBE Contractor Participation Bid/Proposal
- MWBE 110: MWBE Contractor Unavailable Certification

** Denotes forms required at the time bid documents are submitted to agency.*

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING**

MWBE AND EEO POLICY STATEMENT

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

MWBE

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

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

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in each solicitation or advertisement 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.
- (c) At the request of NYSOFA this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this policy statement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Adopted this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Contractor's Minority Business Enterprise Liaison

_____ is designated as the Contractor's Minority Business Enterprise
(Name of Designated Liaison)
Liaison responsible for administering the Minority and Women-Owned Business Enterprises-Equal
Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

**STAFFING PLAN
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING**
Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled (M) (F)		Veteran (M) (F)		
		Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)										
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal to: NYS Office for the Aging, 2 ESP, Albany, NY 12223-1251 MWBE 101 (Rev 9/12)

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

Enter the Solicitation number that this report applies to along with the name and address of the Offeror.

Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.

Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.

Enter the total work force by EEO job category.

Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'

Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the NYSOFA staff person designated in the solicitation if you have any questions.

Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.

Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE) a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

DISABLED INDIVIDUAL any person who: has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or - is regarded as having such an impairment.

VIETNAM ERA VETERAN - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

GENDER Male or Female

WORK FORCE EMPLOYMENT UTILIZATION FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to: NYS Office for the Aging, 2 ESP, Albany, NY 12223-1251 MWBE 102 (Revised 9/12)	

General Instructions: The work force utilization (MWBE 102) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the MWBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.

Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.

Check off the box that corresponds to the reporting period for this report.

Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.

Enter the total work force by EEO job category.

Break down the total work force by gender and enter under the heading 'Work force by Gender'

Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the MWBE Program Management Unit at (518) 474-5513 if you have any questions.

Enter information on any disabled or veteran employees included in the work force under the appropriate heading.

Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE) a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

DISABLED INDIVIDUAL - any person who: has a physical or mental impairment that substantially limits one or more major life activity(ies)

- has a record of such an impairment; or
- is regarded as having such an impairment.

VIETNAM ERA VETERAN a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

GENDER Male or Female

MWBE UTILIZATION PLAN - FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING

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 (MWBE) under the contract. Attach additional sheets if necessary. Utilization of certified minority and woman owned business enterprises for non-commercially useful functions may not be counted toward utilization of certified minority and woman owned business enterprises identified in this utilization plan.

Offeror's Name: _____ **Federal Identification No.:** _____
Address: _____ **Solicitation No.:** _____
City, State, Zip Code: _____ **Project No.:** _____
 Telephone No.: _____ **MWBE Goals in the Contract:** MBE % WBE %
 Region/Location of Work: _____

1. Certified MWBE 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			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (MWBE 104).

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 MWBE 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 MWBE USE ONLY	
Please submit to: NYS Office for the Aging, 2 ES Plaza, Albany, NY 12223-1251 MWBE 103 (Revised 9/12)	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: _____	

REQUEST FOR WAIVER FORM FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.		
Offeror/Contractor Name:	Federal Identification No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	MWBE Goals: MBE % WBE %	
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote MWBE participation pursuant to the MWBE requirements set forth under the contract.		
Contractor is requesting a:		
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified MWBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____		
PREPARED BY (Signature):	Date:	
<small>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</small>		
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award submit to:	***** FOR MWBE USE ONLY *****	
	REVIEWED BY:	DATE:
	Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:	
New York State Office for the Aging Deputy Director, Division of Finance and Administration 2 Empire State Plaza Albany, New York 12223-1251		

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

A statement setting forth your basis for requesting a partial or total waiver.

The names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals.

A list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications.

A list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified MWBE participation levels.

Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified MWBEs.

Provide copies of responses made by certified MWBEs to your solicitations.

Provide a description of any contract documents, plans, or specifications made available to certified MWBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.

Provide documentation of any negotiations between you, the Offeror/Contractor, and the MWBEs undertaken for purposes of complying with the certified MWBE participation goals.

Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.

Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by AGENCY, to determine MWBE compliance.

MWBE 104 Instructions (9/12)

Failure to submit this form will result in non-compliance

Is this a final report? Check One
 Yes _____ No _____

MWBE Quarterly Report
 of

NYSOFA Contract No. _____ **Project No.** _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified MWBE subcontractor on this project. The payments as shown made are in compliance with contract documents for the above referenced project.

Contractors Name and Address		Federal ID#		Goals/\$ Amt. MBE _____%= _____ WBE _____%= _____		Contract Type _____				
		Project Completion Date		Work Location		Reporting Period: ___ 1 st Quarter (4/1-6/30) ___ 3 rd Quarter (10/1-12/31) ___ 2 nd Quarter (7/1-9/30) ___ 4 th Quarter (1/1-3/31)				
Paid to Contractor This Quarter _____		Total Paid to Contractor To Date _____								
MWBE Subcontractor/Vendor	Product Code*	Work Status This Report	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payment Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Name: FED ID#		___ Active ___ Inactive ___ Complete								
Total										

*See Reverse Side for Product Codes

Date _____ **Name** _____ **Title** _____ **Signature** _____

Failure to submit this form will result in non-compliance

PRODUCT KEY CODE

- A = Agriculture/ Landscaping (e.g., all forms of landscaping services)
- B = Mining (e.g., geological investigations)
- C = Construction
 - C15 = Building Construction – General Contractors
 - C16 = Heavy Construction (e.g., highway, pipe laying)
 - C17 = Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
- D = Manufacturing
- E = Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
- F/G = Wholesale/Retail Goods (e.g. hospital supplies and equipment, food stores, computer stores, office supplies)
- G52 = Construction Materials (e.g., lumber, paint, law supplies)
- H = Financial, Insurance and Real Estate Services
- I = Services
- I73 = Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
- I81 = Legal Services
- I82 = Education Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
- I83 = Social Services (Counselors, vocational training, child care)
- I87 = Engineering, architectural, accounting, research, management and related services

CONTRACTOR BID SOLICITATION LETTER

MBE/WBE
Main Street
Anywhere, New York 00000

Re: CONTRACT # _____
COUNTY _____
Project Title _____

Dear MBE/WBE:

We are the successful bidder on Project/Contract # _____ which involves [type of contract(s)] _____ in the city/town/village/county of _____ in the State of New York. We are currently soliciting bid quotations or proposals from NY State certified MWBE firms for any tasks of the work contained in this contract. The specialty items contained include the following:

ITEM(S)	DESCRIPTION	QUANTITY	PROJECTED START DATE

The Work Plan and specifications are currently available at our office for your review. If you are interested in participation on this project, please complete and submit a copy of the MBE/WBE Contractor Participation Bid/Proposal (Attachment # 7) no later than thirty (30) days from the (due date) _____.

If you need additional information and assistance, or need to review the Work Plan and specifications, please contact (authorized representative) of our office at (telephone).

In the event that you can not bid on this contract please complete the attached Minority/Women's Contractor Unavailability Certification Form (See Attachment # 8).

Thank you for your interest as we look forward to a successful project.

Sincerely,

**MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING**

Recipient/Contractor: _____ Contract/Project No.: _____

Address: _____

Federal ID#: _____ Project/Contract # _____ Location of Work: _____

Dear Recipient/Contractor:

I, _____ intend to perform work for _____
(Name of Subcontractor/Vendor's Firm) (Name of Consultant/Contractor)

located at _____ in connection with the above project. My Minority/Women Business Enterprise (MWBE) status as a MBE () and/or WBE () is certified as of _____
(Check all as applies) (cert. date)

_____ is prepared to do the following:
(Name of Subcontractor/Vendor's Firm)

(Describe work to be performed on the above project)	Unit Price	Total Amount

Such work is projected to start on _____.
(Commencement Date)

_____ will sign a formal contract for the above work conditioned upon the
(Name of Subcontractor/Vendor's Firm)

approval of an executed contract with the recipient/contractor.

MBE: Subcontractor or Supplier or
WBE: Subcontractor or Supplier (Please circle one)

Company Official's Name _____ Title: _____

Company Official's Signature: _____

Address: _____

Consultant/Contractor (Please circle one)

Company Official's Name: _____ Title: _____

Company Official's Signature _____ Date: _____

Telephone Number: () _____ Fax Number: () _____

**MWBE CONTRACTOR PARTICIPATION BID/PROPOSAL
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING**

Prime Contractor _____
Address _____

Re: CONTRACT # _____
COUNTY _____
Project Title _____

TO: _____
(Name of Prime Contractor)

_____ proposes to perform the work as follows:
(Name of MWBE Firm)

(Specify in detail the particular work items to be performed thereof and associated dollar mounts)

TYPE OF WORK	UNIT PRICE	DOLLAR AMOUNT

NAME OF MWBE CONTRACTOR

SIGNATURE OF MWBE CONTRACTOR

DATE

**MWBE CONTRACTOR UNAVAILABILITY CERTIFICATION
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING**

PROJECT/CONTRACT # _____

I, _____
(Principal or Prime Consultant/Contractor)

_____ of _____
(Title) (Name of Consultant's/Contractor's Firm)

_____ (Address) _____ (Telephone Number)

certify that on (Date) _____ I contacted the following New York State Certified Minority/Women Business Enterprises by registered mail to obtain bids for work to be performed on the above-mentioned contract.

List of names of MWBEs, and type of work that bids were requested

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was unavailable for work on this project, or unable to prepare a bid for the following reasons: Pease check appropriate reasons given by each MBE/WBE firm contacted above.

- _____ It did not have the capability to perform the work
- _____ Contract too small
- _____ Remote location
- _____ Received solicitation notices too late
- _____ Did not want to work for this contractor
- _____ Other (give reason) _____

Signature of Prime Consultant/Contractor

Title Date

Appendix C

Nondiscrimination in Employment in Northern Ireland

MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable)

(1) has business operations in Northern Ireland

Yes _____ No _____

If Yes,

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ No _____

Appendix D
Non-Collusive Bidding Certification Required By
Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, 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 bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, _____ as the act and deed of said corporation or partnership.

IF BIDDER(S) IS (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS/PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____

IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

(Continued)

IDENTIFYING DATA

Potential Contractor _____
Street Address _____
City, State and Zip Code _____
Telephone _____ Title: _____
Fax _____

If applicable, Responsible Corporate Officer

Name Title

Signature Date

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

By _____
Name

Title

Street Address

City, State, Zip Code

Appendix E

Bidder's Compliance with Communications During Restricted Period

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

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

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

Bidder Name: _____

(Officer Signature) (Date)

(Officer Title) (Telephone)

(e-mail Address)

Appendix F

Bidder's Responsibility Questionnaire

Procurement laws and guidelines require the award of New York State contracts to responsible contractors. Vendor responsibility generally means that a contractor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is the State's responsibility to evaluate the responsibility of a prospective contractor. A responsibility determination, wherein the State determines that it has reasonable assurances that a contractor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting State agency and the State of New York against failed contracts.

The following factors are considered in making a responsibility determination:

- legal authority to do business in New York State
- integrity
- capacity - both organizational and financial
- previous performance

NYSOFA is required to conduct a review of a prospective contractor to provide reasonable assurances that the contractor is responsible. The Office of the State Comptroller (OSC) maintains the VendRep system, which allows business entities (vendors) to enter and maintain their Vendor Responsibility Questionnaire (VRQ) information in a secure, centralized database. It is recommended that all potential vendors prepare their VRQ on-line as follows: http://www.osc.state.ny.us/vendrep/vendor_index.htm. For direct VendRep user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672, or by e-mail at: ITServiceDesk@osc.state.ny.us. To complete the on-line VRQ, all vendors must register with the NYS Comptroller's Office and obtain a Vendor Identification number. Vendor Identification numbers can be obtained by contacting the OSC Helpdesk. To be sure that you complete and certify your VRQ by the bid submission deadline, we recommend that you begin the process of obtaining a Vendor ID number as soon as possible.

If a bidder opts to use the VRQ paper copy, forms can be downloaded from the website:

http://www.osc.state.ny.us/vendrep/forms_vendor.htm

Appendix G

Offerer Disclosure of Prior Non-Responsibility Determinations

See instructions on next page before completing this form.

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____ Date: _____

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

No Yes

If yes, please answer the next questions:

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 of 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: _____

Signature

Instructions for Completing the DCA-3

Offerer Disclosure of Prior Non-Responsibility Determinations

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:

NYSOFA includes this 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, Supplement or Change Order. It shall be submitted to NYSOFA.

This document must accompany the Proposal submitted by a bidder.

Appendix H

Encouraging Use of New York State Businesses in Contract Performance

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

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

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

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

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

Will New York State Businesses be used in the performance of this contract? _____
Yes No

If yes, identify New York State businesses that will be used and attach identifying information.

Appendix I

Bidder's Certification of Compliance with Iran Divestment Act

Background

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

During the term of the Contract, should NYSOFA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, NYSOFA 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 NYSOFA 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. NYSOFA 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.

Bidder Certification:

The Bidder certifies that it is not listed as a non-responsive bidder/offerer pursuant to the New York State Divestment Act of 2012 nor that it will utilize on this Contract any subcontractor that is identified on the list.

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

SECTION 12. ATTACHMENTS

Attachment 1	Notice of Intent to Submit Bid
Attachment 2	Bidder's Experience Form
Attachment 3	Application Capabilities Form
Attachment 4	Checklist of Submission Requirements
Attachment 5	Project Costs Form

Attachment 1
Notice of Intent to Submit Bid

Ms. Barbara Allison, Associate Budgeting Examiner
New York State Office for the Aging
2 Empire State Plaza
Albany, NY 12223-1251

RE: RFP

Dear Ms. Allison:

This letter of intent is to notify NYSOFA of intent to submit a bid in response to the above RFP.

Our main point of contact for the purpose of this bid will be:

Name of Organization _____

Contact Name: _____

Mailing Address: _____

Phone Number _____

Email Address: _____

Attachment 2 Bidder's Experience and References

BIDDER'S EXPERIENCE (must also complete Bidder's Experience and References Forms on following pages)

Item #	Function	Bidder's Response
A1	Number of years in business	
A2	Case Management System: Release date of current software version	
A3	Case Management System: Number of Facility/Site/Agency Installations (Note: this is regardless of the specific modules installed)	
A4	Case Management System: Number of installations with clients similar in size to NYSOFA or individuals served	
A5	Ombudsman System: Release date of current software version	
A6	Ombudsman System: Number of Facility/Site/Agency Installations (Note: this is regardless of the specific modules installed)	
A7	Ombudsman System: Number of installations with clients similar in size to NYSOFA or individuals served	
A8	Number of years hosting Software-as-a-Service	
A9	Number of clients receiving hosted Software-as-a-Service	
A10	Detail bidder experience developing, deploying, and supporting a resource directory, case management and long term care ombudsman system as described in this IT RFP. Complete a Bidder Experience form for each Deliverable project.	

BUSINESS LINE APPLICABILITY

Item #	General System Features Functionality Requirement	Required /Nice Feature	Existing feature (Yes, No)	Proposed Customization (Yes/No)	Not included in Bidder's Proposal
B1	Website development with search engine functionality	Required			
B2	Website hosting	Required			
B3	Aging Case Management System, including:	Required			
B4	Home Health/Home Care	Required			
B5	Adult Day Service	Required			
B6	Assisted Living	Required			
B7	Home Delivered Meals	Required			
B8	Congregate Care Services	Required			
B9	Financial Management	Required			
B10	Ombudsmen Application	Required			
B11	Application hosting service	Required			

Bidder's Experience Form

Detail Bidder's experience developing, deploying, and supporting a resource directory, case management and long term care ombudsman system similar to the three deliverables described in this IT RFP. Provide at least one example of experience for each of the three Deliverables of this RFP.

Project System Name				
Brief Description (i.e. database and operating system and versions, and whether it was web-based. Provide URL.) Also note which deliverable under this RFP your system is similar to.				
Company				
Address				
City/State/Zip				
Site Contact Name				
Contact Phone				
Contact Email				
Project was cancelled or failed to implement? Y or N				
Describe the reason if the project was cancelled or failed to be implemented				
Project was completed on time? Y or N				
Describe the reason if project not completed on time				
Project was completed within budget? Y or N				
Describe the reason if project not completed within budget?				
Year deployed?				
Still in Use? Y or N				
Data Center Services Provided? Y or N				
Number of concurrent users accessing system?				
Was Training provided? Y or N				
Describe how the training provided was similar to the training requested by NYSOFA.				
Was support provided? Y or N				
Describe how the support provided was similar to the support requested by NYSOFA including password reset.				
NYSOFA Use				
Web Based Dev.	Deployment	Data Center	Training	Support

Bidder References

(Required to provide 3, plus subcontractors if applicable)

(NYSOFA staff shall not be used as references)

Reference 1

Current Date
Bidder's legal company name
Company street address
Company city, state, zip
Company phone
Company fax

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

Reference 2

Current Date
Bidder's legal company name
Company street address
Company city, state, zip
Company phone
Company fax

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

Reference 3

Current Date
Bidder's legal company name
Company street address
Company city, state, zip
Company phone
Company fax

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

12.1.1 Subcontractor (add additional pages as needed)

Subcontractor's legal company name
Company street address
Company city, state, zip
Company phone
Company fax

Subcontractor Reference

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

Attachment 3 Application Capabilities

Application Capabilities identify specific processing features requiring specific Bidder response.

Required Features must be addressed as an existing feature or as a customization.

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
Deliverable One: Replace and Enhance Existing NY Connects LTSS Resource Directory					
DELIVERABLE ONE: PUBLIC WEB SITE					
1.	The reading level of website text must not exceed the 8 th grade level.	Required			
2.	The reading level of the website text will not exceed the 6 th grade level.	Preferred			
3.	System will be an integrated website containing all current long term services and supports, and will be enhanced to include those LTSS offered under the auspices of the New York State Department of Health and Office of Mental Health and Office for People with Developmental Disabilities.	Required			
4.	Enhances the current website to include additional content web pages, external hyperlinks, icons, and navigational bar identifiers to other informational sites as identified by NYSOFA.	Required			
5.	System based on AIRS Taxonomy	Required			
6.	Allows users to create new taxonomy terms linked to underlying AIRS taxonomy	Required			
7.	Allows for the updating of the taxonomy system with AIRS taxonomy changes	Required			
8.	Updated AIRS taxonomy changes also changes old taxonomy terms in previous records.	Required			
9.	Provider Search Directory will contain identified data fields	Required			
10.	Search results will span levels of the taxonomy tree, when appropriate, to improve the data provided to the user.	Required			
11.	Search results will provide 'see also' taxonomy terms that the user may find helpful.	Preferred			
12.	The system will have the ability to search on all fields.	Required			
13.	The system will be searchable by multiple criteria simultaneously.	Required			
14.	Search listing shall be randomized each time unless user defines specific sort order.	Required			
15.	The system will allow the user to order provider/program search results based on user-defined sort order.	Preferred			
16.	The system will support both AIRS taxonomy and keyword searches.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
17.	The system will maintain compliance with AIRS taxonomy updates.	Required			
18.	The system will automatically assign, based on the taxonomy definition, the appropriate keyword for the service when a provider service is assigned a taxonomy definition.	Required			
19.	Searches on multiple criteria can return result in list format by City.	Required			
20.	City results can be returned by mapping functionality.	Required			
21.	Searches on multiple criteria can return results on Payor Source.	Required			
22.	Searches on multiple criteria can return result by County.	Required			
23.	County results can be returned by mapping functionality.	Required			
24.	Searches on multiple criteria can return result by Town.	Preferred			
25.	Town results can be returned by mapping functionality	Preferred			
26.	Searches on multiple criteria can return result statewide.	Required			
27.	Statewide results can be returned by mapping functionality.	Required			
28.	Searches on multiple criteria can return result by proximity to user entered address or ZIP Code.	Required			
29.	Address and ZIP Code proximity results can be returned by mapping functionality.	Required			
30.	The system will allow users to export a list of providers in a predefined format.	Required			
31.	The system will be able to accommodate NYS standards and branding. http://www.its.ny.gov/policy/s05-00/NYS-S05-001.pdf	Required			
32.	Web pages meet New York State Accessibility Standards. (http://www.its.ny.gov/policy/NYS-P08-005.pdf)	Required			
33.	The system will have the ability to send web-mail.	Preferred			
34.	A disclaimer and privacy policy will be inserted on or linked from every page.	Required			
35.	Conversion and Analytics Tracking. The system should incorporate a conversion tracking tool to measure and analyze consumer actions such as who visited the website, what areas of the website are they most frequently navigating, and identifying the completing/dropping out of the self-assessment form, etc. Vendor must provide to NYSOFA staff access to a daily Website Activity Log.	Required			
36.	Web-crawler tools using AIRS taxonomy or other directory terms to identify public websites of organizations that are not currently included in the Directory but should be considered for relevancy by individuals authorized to update the Directory.	Required			

DELIVERABLE ONE: AUTHORIZED USER ADMINISTRATION - For allowing the updating of website information and provider directories.

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
37.	System will allow for batch update of provider information maintained by OMH, OPWDD, and DOH, and other state agencies as identified.	Required			
38.	System supports various levels of administrator-assigned user rights.	Required			
39.	User access roles are customizable.	Required			
40.	Local providers to update their own data which must be approved by an authorized local Area Agency on Aging (AAA), by the State Office for the Aging (NYSOFA) or other authorized entities designated by NYSOFA before being published in the directory.	Required			
41.	Local Area Agencies on Aging have the ability to update provider information within the local AAA's jurisdiction.	Required			
42.	Authorized users at the State Office for the Aging to be able to update all directory information	Required			
43.	Other authorized users as designated by NYSOFA granted the ability to update or approve updates prior to data being published in the directory.	Required			
44.	A user management process allows authorized users to generate, modify and delete user accounts.	Preferred			
45.	A user management process allows for the reporting and printing of individuals granted access based upon specific roles.	Preferred			
46.	Permits user ability to reset their password online.	Preferred			
47.	System can automatically require password changes at predetermined intervals.	Preferred			
48.	Each provider/program record will be associated with a designated local area agency on aging that will own the record; unless NYSOFA designates another entity with responsibility for that record.	Preferred			
49.	The system will provide a mechanism to restrict full access to the database except for authorized users.	Required			
50.	The system will allow the NYSOFA Project Manager to assign a statewide interval for the system to schedule service provider update reminders based on date of last update.	Preferred			
51.	The system will have the ability to provide alerts to appropriate users.	Preferred			
52.	The system will provide notification to area agencies on aging and the provider to update their record based on date of last update	Preferred			
53.	The system will support an automated approval process.	Required			
54.	Completed on-line adds/updates will be posted to an approval queue.	Preferred			
55.	The system will send e-mail/notification prompt to users with approval authority when new add/update forms are posted to approval queue.	Preferred			
56.	The system will display changes in update information	Preferred			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
	for approval.				
57.	The system will allow authorized users to inactivate provider records.	Preferred			
58.	The system will allow authorized users to import and export a list of providers in a predefined format.	Required			
59.	The system will provide report generation tool which supports the creation of ad hoc queries.	Required			
60.	Users will be able to select data fields on which they want to report/query.	Required			
61.	The system will support exporting of query results to: PDF and Text.	Required			
62.	The system will support exporting of query results to: MS Word, MS Excel	Preferred			
63.	The system will provide print preview capability.	Preferred			
64.	Users will be able to direct reports to a user-selected printer.	Required			
65.	The system will include multiple pre-defined report types and formats that are easily selected by users.	Preferred			
66.	The system will include page-formatting features.	Preferred			
67.	The system will support a minimum of two (2) levels sorting in ascending and descending order.	Preferred			
68.	The system will include the capability to include header information, date and run time, and page numbers on reports.	Preferred			
69.	System will support subtotaling and grand totaling in reports.	Preferred			
70.	Users are able to store report specifications in a central report repository.	Preferred			
71.	Report specifications that are filed in the central report repository will include the following descriptive information: report name and report description	Preferred			
72.	The system will support the creation of on-line and printed directories of provider and program services to be used for other purposes.	Preferred			
DELIVERABLE ONE: SELF ASSESSMENT					
73.	Provides a self-assessment tool for individuals seeking services.	Required			
74.	Provides the ability of a user to go back to earlier self-assessment answers.	Required			
75.	Allows users to save partially completed self-assessments and return via a unique ID and password.	Required			
76.	Allows users to print the document.	Required			
77.	Allows users to provide informed consent to share self-assessment if the user so chooses.	Required			
78.	Identifies appropriate organizations who would work with user on more in-depth screening and assessments as appropriate.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
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79.	Can transmit by web services self- assessment data to an in depth Screening Tool housed on State Uniform Assessment System (UAS-NY) platform.	Required			
80.	Conversion Web analytics software to identify the percentage of visitors that may drop out of the self-assessment at each field while completing the form.	Required			
81.	Ability to capture data and report aggregate data from completed self-assessment questionnaires.	Required			
82.	Allowing for periodic update of self-assessment instrument as authorized by NYSOFA	Required			
DELIVERABLE ONE: TRAINING					
<i>Proposed Responses must also include narrative questions outlined in Section 6</i>					
83.	Provides on-line tutorials for all modules that meet all NYS accessibility requirements	Required			
84.	Training modules customized to address system customizations made for Bidder's proposed solution for NYSOFA.	Required			
85.	Provides Training Webinars that meet all NYS accessibility requirements	Required			
86.	Provides onsite Train the Trainer	Required			
87.	Users can be tracked as to training modules completed.	Preferred			
88.	Users provided certification for modules completed.	Preferred			
89.	Offers support for Listserv and/or user groups	Preferred			
90.	Other training options (Please list)	Preferred			
91.	Business hours support for technical problems.	Required			
92.	Daytime/ weekend support for technical problems.	Preferred			
93.	Offers 24-hours technical support	Preferred			
94.	Business hours Help Desk support for end-users	Preferred			
95.	Daytime/ weekend support for end-users.	Preferred			
96.	Provide backup and recovery routines for both programs and data.	Required			
DELIVERABLE ONE: SYSTEM MAINTENANCE					
<i>Proposed Responses must also include narrative questions outlined in Section 6</i>					
97.	A website, directory service and self-assessment tool uptime of 99.671 percent 24 x 7.	Required			
98.	Business hour support for technical problems.	Required			
99.	Daytime weekend support for technical problems.	Preferred			
100.	24- hour Help Desk support provided for technical problems	Preferred			
101.	Provide backup and recovery routines for both programs and data.	Required			
102.	Periodic confirmation of the validity of hyper-links.	Required			
103.	A maximum two-hour response time for problems reported during regular business hours, and maximum four-hour response time during off-hours	Required			
104.	Remote monitoring; Remote diagnostics; and Web based support tracking.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
DELIVERABLE ONE: SECURITY					
105.	Complies with privacy standards equivalent to Federal HIPAA and Hi-Tech privacy standards.	Required			
106.	Meets or exceeds HIPAA security standards.	Required			
107.	Complies with NYS Information Security Policy (http://www.its.ny.gov/policy/Enterprise_Information_Security_Policy__v4.0.pdf)	Required			
108.	Complies with the New York State Information Security Breach and Notification Act (http://www.ag.ny.gov/new-york-state-information-security-breach-and-notification-act)	Required			
109.	Complies with industry standards for security, including backup and recovery, as outlined in the National Institute of Standards and Technology Special Publication 800-123, "Guide to General Server Security"	Required			
110.	Provide backup and recovery routines for both programs and data.	Required			
DELIVERABLE ONE: HARDWARE/SOFTWARE FUNCTIONALITY					
111.	System must have ability to add new modules (i.e. provider quality and performance measures, caregiver assessment, etc.) to existing architecture. Modules should also have capability to integrate existing data elements from other modules as needed and identified.	Required			
112.	A mobile-optimized website that will allow the NY Connects website, Resource Directory to be viewed, and individuals to complete the self-assessment using a mobile browser on the various display sizes of phones, tablets, and other mobile devices.	Preferred			
113.	Mobile OS – Android (Yes/No answer)				
114.	Mobile OS – Blackberry (Yes/No answer)				
115.	Mobile OS – Windows (Yes/No answer)				
116.	Mobile OS – Apple (Yes/No answer)				
117.	Network Specifications				
118.	Wireless Specifications				
119.	Browser Requirements				
120.	Internet/Bandwidth Requirements				

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
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Deliverable Two: Statewide Client Information System					
GENERAL FEATURES					
121.	Able to integrate service directory developed in Deliverable One with Deliverable two functionality.	Required			
122.	Browser is neutral.	Required			
123.	Web pages meet New York State Accessibility Standards. (http://www.its.ny.gov/policy/NYS-P08-005.pdf)	Required			
124.	Returns pages in under three seconds over a standard residential high speed internet connection. Search results for the average result set should be less than five seconds.	Preferred			
125.	Provides direct secured e-mail capabilities within the system.	Preferred			
126.	Routine upgrades through an established version control process.	Required			
127.	Disaster Recovery Time Objective (RTO) – 3 days	Required			
128.	Disaster Recovery Point Objective (RPO) – 12 hours	Required			
129.	System includes all data elements from the current and any updates to NYSOFA MDS	Required			
130.	Screen layout and views can be customized based on user preferences	Preferred			
131.	System includes a unique client identifier field.	Required			
132.	Allows for the merging of records if individual is erroneously assigned two client IDs.	Required			
133.	System allows NYSOFA authorized users to change data field requirements.	Preferred			
134.	Integrating currently independent local AAA applications into the single state-wide system.	Required			
135.	Allows for a certain amount of customization of screen by local entities. Local entities should have the ability to add or turn off/on fields on the data screens that are not required by State.	Preferred			
136.	Readily view required tasks in order of priority through a single shared platform showing user and member information as well as input of other care team members' tasks, which automatically populate.	Preferred			
137.	Provides template-based, configurable tools.	Preferred			
138.	Shares information across systems and organizations, thus avoiding duplicate entry and helping to ensure consistent and up-to-date information.	Required			
139.	System must align with existing algorithms to provide financial eligibility for Medicaid and non-Medicaid programs (e.g. "myBenefits" system https://www.mybenefits.ny.gov/)	Required			
140.	Create and share customized data forms to gather information.	Preferred			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
141.	The system will support exporting of query results to: PDF and Text.	Required			
142.	The system will support exporting of query results to: MS Word, MS Excel	Preferred			
143.	The system will provide print preview and print capability.	Preferred			
144.	Users will be able to have print capability and direct reports to a user-selected printer.	Required			
DELIVERABLE TWO: AUTHORIZED USER ADMINISTRATION					
145.	System supports various levels of administrator-assigned user rights.	Required			
146.	User access roles are customizable.	Required			
147.	Assigns a unique name and/or number for identifying and tracking user identity and establish controls that permit users to only access authorized information.	Required			
148.	System will allow local office of the aging users to access a specific client's data served by another local office if so authorized.	Preferred			
149.	A user permission process allows authorized users to generate, modify and delete user permissions within the system.	Preferred			
150.	A user permission process allows for the reporting and printing of individuals granted access to the system based upon specific roles.	Preferred			
151.	The system supports an automated approval process of user authorizations.	Preferred			
152.	The system has the ability to "activate" and "deactivate" users and volunteers.	Required			
DELIVERABLE TWO: USER ACCESS					
153.	System is available to end users 24 by 7.	Required			
154.	Provides a web-enabled application with graphic user interface	Required			
155.	Terminates an electronic session after a predetermined time of inactivity.	Preferred			
156.	Provides off-line functionality (functions on a pc/device during internet outage with subsequent uploading of data)	Preferred			
157.	Permits user ability to reset their password online.	Required			
158.	System automatically requires password changes at predetermined intervals.	Preferred			
159.	Provides single sign on for all modules that are authorized for an end user.	Preferred			
160.	Allow authorized provider users to: <ul style="list-style-type: none"> o Search for clients and review their information o Share information on client among the client's service providers o Add / Update a new client o Add / Update a service to a client o Add / Update monthly service totals for client 	Required			

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	<ul style="list-style-type: none"> ○ Add / Update a site/route/worker code ○ Modify provider agency information ○ View / Print Provider specific reports ○ Import Service Data 				
161.	<p>Allow authorized Area Agencies on Aging all Provider functions listed above, with the addition of these administrative functions:</p> <ul style="list-style-type: none"> ○ Add / Modify Area Details ○ Add / Update Area Provider Contract Segments 	Required			
DELIVERABLE TWO: DATA ENTRY AND EDITING					
162.	Includes spell check functionality in text fields.	Preferred			
163.	Data once entered into system populates all relevant modules.	Required			
164.	Ability to bring old notes forward and modify	Preferred			
165.	The system will detect missing required data in add/update response and flag incomplete responses.	Required			
166.	Ability to correct errors while retaining information about correction.	Preferred			
167.	System accommodates multiple mechanisms for service unit entry--individual client record, service unit rosters for bulk entry; service unit uploads; scan-codes, etc.	Preferred			
168.	Ability to create and save draft documents.	Preferred			
169.	System allows for the scanning of documents that can be attached to a person's record.	Required			
170.	System provides document management functionality that manages the creation, storage and control of documents.	Preferred			
171.	System permits annotating, and "mark up" of scanned documents.	Preferred			
172.	System can remove a document from an individual's record if document erroneously attached to wrong record.	Required			
173.	Has an OCR capability to allow querying scanned documents.	Preferred			
174.	<p>Provides speech recognition which converts oral language to written text form that can be saved, accessed and reviewed, edited, emailed, or transmitted with command and control features.</p> <p>(1) Ability to capture dictation on a mobile device on an on-line or off-line mode.</p> <p>(2) Has an option to dictate while navigating through an individual record.</p> <p>Has a dictation management system with intelligent routing and tracking of the status of each dictation job.</p>	Preferred			
175.	Allows users to easily configure, customize, and generate accurate, comprehensive, and relevant template-driven letters; for both internal and external audiences.	Preferred			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
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DELIVERABLE TWO: WORKFLOWS AND ALERTS					
176.	Provides workflow processes.	Required			
177.	Workflow processes can be customized by users.	Preferred			
178.	Ability to see all chart activity since employee last worked on the chart.	Preferred			
179.	Allows for multiple simultaneous user viewing of same individual's record.	Required			
180.	Workflow design including an inbox	Preferred			
181.	Provides for alerts and notifications with priority coding or features.	Preferred			
182.	Customizable to-do lists by users.	Preferred			
183.	Scheduling system that schedules both client and staff time.	Preferred			
DELIVERABLE TWO: DATA WAREHOUSE					
184.	Provides a data warehouse for reporting and data analysis	Required			
184.1	Functionality for the integration of data from outside sources for use in standardized and ad hoc reporting	Required			
185.	Stores current and historical data for trend analysis	Required			
186.	Uses data virtualization methods or extract-transform-load (ELT) for staging, raw data extracted from outside data sources	Required			
187.	Contains data integration processes to ensure that only clean data is loaded into data bases used for reporting	Required			
188.	Provides data mining and business intelligence tools for the analysis of data.	Preferred			
DELIVERABLE TWO: ANALYTICS AND REPORTING					
189.	Provides Dash Board functionality at multiple user levels.	Preferred			
190.	Users can electronically transmit an individual's record within the enterprise.	Required			
190.1	Vendor platform must be able to send and receive feeds using secure data transfer protocols	Required			
191.	Generate assessments, progress notes, service plans.	Required			
192.	User can print the entire care coordination record for an individual.	Required			
193.	Permit printing of forms in PDF.	Required			
194.	Provides a robust list of standardized reports.	Required			
195.	Provides the ability for ad hoc report creation.	Required			
196.	When data is changed, reports reflect the change in "real time".	Required			
197.	Provides GIS mapping functionality for reporting client populations and services.	Required			
198.	Report information is based on user access rights with providers able to print only their provider data.	Required			
199.	Users are able to store report specifications in a central	Preferred			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
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	report repository.				
200.	Users will be able to select data fields on which they want to report/query.	Required			
201.	The system will support exporting of query results to: PDF and Text.	Required			
202.	The system will support exporting of query results to: MS Word, MS Excel.	Preferred			
203.	The system will include multiple pre-defined report types and formats that are easily selected by users.	Required			
204.	The system will include page-formatting features.	Preferred			
205.	The system will support a minimum of two (2) levels sorting in ascending and descending order.	Preferred			
206.	The system will include the capability to include header information, date and run time, and page numbers on reports.	Preferred			
207.	Users will be able to have print capability and direct reports to a user-selected printer.	Required			
208.	The system will provide print preview and print capability.	Preferred			
209.	Allow for the ability to look at client changes/trends over time using historical data.	Preferred			
210.	Create all files necessary for the State Performance Report (SPR) and other reports required by ACL.	Required			
DELIVERABLE TWO: INFORMATION AND ASSISTANCE					
211.	Includes data fields for NY Connects data elements for the recording of call.	Required			
212.	Includes identified data fields from an in-depth Screening Tool that are unable to be incorporated into the UAS-NY Platform	Required			
213.	System should include data fields and functionality to capture brief information and assistance caller information and services requested.	Required			
214.	Information and Assistance call timing and tracking functionality	Preferred			
DELIVERABLE TWO: HIICAP PROGRAM					
215.—	Incorporates a program to manage volunteer info	Preferred			
216.	Provides data entry screens for recording information on requests for HIICAP services.	Required			
217.	Provides data entry screens for recording public and media outreach conducted.	Required			
218.	The system must be State Health Insurance National Performance Reporting (SHIP NPR) Compatible.	Required			
219.	Provides customizable reports on services and clients.	Preferred			
DELIVERABLE TWO: VOLUNTEER MANAGEMENT					
219.1	Incorporates a program to manage volunteer info	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
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220.	Allows for the registration of volunteers, including key demographic information and services volunteers can provide.	Required			
221.	Tracks the time volunteers donate to the program, including date and time spent, travel time; their start dates; certification dates.	Required			
DELIVERABLE TWO: CLIENT ASSESSMENTS					
222.	Allow for program specific intake, registration, and assessment screens designed to share common data fields.	Required			
223.	Accepts electronically submitted data from external sources.	Required			
224.	Accept and maintain scanned reports as part of the individual's record.	Required			
225.	Be able to see if a consumer is already in the system or in UAS, or is a new entry.	Required			
226.	If client is already in system or in UAS, automatically imports relevant stored information.	Required			
227.	Incorporate logic based on data entered (e.g., to direct the user to other category specific screens for mental health, etc.); and allow roles to be set so that users will only have access to information that they need.	Required			
228.	Maintain pre-established admission criteria on the system.	Preferred			
229.	Match pre-established admission criteria with data stored on the resource allocation list to identify candidates for admission and admission date.	Preferred			
230.	Permit variation in the data maintained and admission criteria.	Preferred			
231.	Create notification letter, including admission date, for individual accepted for admission.	Preferred			
232.	Report lists of resources allocated and candidates by status, e.g. awaiting additional information, accepted for admission, admitted, etc., on a "from-to" date basis.	Preferred			
233.	Allow authorized users to add/modify templates: <ul style="list-style-type: none"> o Add/Modify Region Details o Add/Update Region Budget o Add/Update Region Expenditures o Add/Update Provider Contract Segments 	Preferred			
234.	The ability to access client information, including: <ul style="list-style-type: none"> o Client's name and address o Building type, single family, apartment, high rise (elevator dependent) o Client lives alone or with others o Language preference o Services client receiving o Client's medical condition: o List of medications (prescription & over 	Required			

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	<ul style="list-style-type: none"> ○ counter) ○ Medical Service Providers ○ Primary Care Physician ○ Pharmacy ○ Hospital ○ Chronic health conditions ○ Conditions requiring immediate action ○ Assistive devices which are energy dependent ○ Mobility Issues ○ Allergies (Food, Medicines, Mold, etc.) ○ Service animals 				
235.	Allows users to build local office of the aging specific assessments.	Preferred			
DELIVERABLE TWO: SERVICE PLANS					
236.	Provides template-based, configurable care planning tool.	Required			
237.	Documents all resources available to an individual.	Required			
238.	Determines which programs and resources will be most beneficial to the member utilizing structured and configurable initial, general, and specialty assessments.	Preferred			
239.	Creates customized care plans that allow for the documentation of the problems, goals and interventions required.	Required			
240.	Allow users to individualize care plans for member-specific conditions, while driving program consistency.	Required			
241.	Access evidence-based guidelines at the point of care to improve treatment and deliver more personalized information and services to members.	Preferred			
242.	Contain measurable treatment goals.	Preferred			
243.	Contain the rationale for identified goals.	Preferred			
244.	Maintain a schedule an individual's activities.	Required			
245.	Schedule activities and staff assignments for direct person involvement.	Preferred			
246.	Tracks required consents by an individual/guardian.	Required			
247.	Allows the sharing of the service plan and services delivered with all caregivers from various providers to ensuring that each member of the care team has access to accurate, up-to-date and comprehensive information about the individual.	Preferred			
248.	Allows services to be terminated either completely or by individual service.	Required			
DELIVERABLE TWO: STATEWIDE CLIENT INFORMATION SYSTEM					
249.	Provides for the issuance of client IDs.	Required			
250.	Offers barcode and scanner technology for the tracking of client participation and services provided.	Required			
251.	Tracks the types of services provided on a day-by-day basis for each individual and relate such services to the	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
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	individual's assessment and Service Plan.				
252.	Identifies staff assigned to provide the service, the amount of time the individual is was involved in the service, and the amount of time staff spent providing the service.	Preferred			
253.	Identifies a care or service coordinator as well as the list of participants who received services by day.	Preferred			
254.	Tracks member programs and services in one place.	Preferred			
255.	Identifies high-risk, high-cost members for case management.	Preferred			
256.	Tracks progress toward goals.	Preferred			
257.	Provides real-time access to the documentation, structured data and analytics required to make complex decisions.	Required			
258.	Maintain case notes on a client's case and care plan including all pertinent comments, updates, visits, etc.	Required			
259.	Manage multiple sites and post records against each site of a plan.	Required			
260.	Allows case records to be locked by management upon management review or at specific time interval.	Required			
Home Delivered Meals Functionality					
261.	Creates menus by client preference, ethnic groups and meal types.	Required			
262.	Tracks client food restrictions, whether they're medical, texture or preference restrictions	Required			
263.	Schedules meals and delivery, including weekend schedules,	Required			
264.	Set up delivery routes and schedules using GIS functionality	Required			
265.	Create maps and directions, with helpful details for drivers	Required			
266.	Uses bar code and scanner technology for tracking meal deliveries.	Required			
267.	Integrates with financial functionality to manage payments, including details on whether cash or check payments were made and full audit trail accountability	Required			
Emergency Management					
268.	Provides access to client demographic, medical and service need information.	Required			
269.	Provides access to information to local Area Agencies on Aging (e.g. client contact information)	Required			
270.	Can import information on non-registered clients from other sources, such as tax rolls, voter registrations, etc.	Required			
271.	Ability to rate and prioritize clients by need.	Required			
272.	The ability to access provider information including: <ul style="list-style-type: none"> o Services provided o Contact information 	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
273.	Can import or access information from other systems on emergency shelters	Required			
274.	Contains GIS geographic functionality to allow for the mapping of clients and services	Required			
275.	Records information generated by an event or incident and to provide reports containing this information.	Required			
276.	Produces reports (lists of clients etc.) that can be shared electronically and/or a printable form.	Required			
Financial Functionality Requirements					
277.	Contains unique local office of aging ID codes.	Required			
278.	Contains unique provider codes.	Required			
279.	Accessible by local providers for tracking client services, invoices.	Required			
280.	Ability to generate, in format acceptable to payors, bills for services, including hardcopy bills to payors that will not accept electronic format.	Required			
281.	Provides site/route/worker codes for budgeted services and clients.	Required			
282.	Offers a comprehensive series of financial reports.	Required			
Budget Functionality					
283.	Tracks funding and grants available to Area Agencies on Aging.	Required			
284.	Tracks local provider contract budgets	Required			
285.	Tracks local provider contract deliverable requirements.	Required			
286.	Tracks local Office of the Aging expenditures.	Required			
287.	Tracks local provider expenditures	Required			
288.	Tracks local provider delivery of contracted units of service.	Required			
Services and Support Data Interface Functionality Requirement					
289.	Integrates with previously identified client demographic and assessment information needed for billing purposes.	Required			
290.	Maintain data gathered during a financial assessment interview as to potential sources of payment.	Preferred			
291.	Provide ability to use assessment data in the creation of the EISEP Financial Agreement and produce letters which include cost share amount.	Preferred			
292.	Provide ability to use assessment data in the creation of the Financial Agreement and produce letters which include cost share amount.	Preferred			
293.	Tracks funding sources by provider and service.	Required			
294.	Track units of service for each client including service date, grant/funding source, contact type, contact reason and comments	Required			
Accounts Receivable					
295.	Identifies units of service received for reimbursement.	Required			
296.	Identifies units of service distributed by funding	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
	source.				
297.	Tracks non-unit based reimbursements.	Required			
298.	Tracks consumer contributions.	Required			
299.	Maintain an open item account for each individual.	Required			
300.	Provide units of service to be billed based on the actual units of service the individual received services.	Required			
301.	Provide system controls such that all units of service for a billing period are billed or otherwise accounted for.	Required			
302.	Create the following accounts receivable reports: <ul style="list-style-type: none"> ○ Accounts receivable ledger ○ Aged accounts receivable report ○ Uncollectible and bad debt write-off report ○ Payment posting report 	Required			
303.	Generate electronic bills centrally based on units of service.	Required			
304.	Allow for correction of billing data rejected by a payor upon initial submission, and the subsequent resubmission of the bill for full or adjusted payment.	Required			
305.	Maintain complete account receivable ledgers, reflecting payments made and balances outstanding as of the end of the billing period.	Required			
306.	Maintain an accounts receivable "aging" feature that displays account balances outstanding for 60 days, 90 days, 120 days and more than 120 days.	Preferred			
307.	Enable the write-off of uncollectible accounts and bad debts, as appropriate, and produce individual and summary reports on screen and in hard copy.	Required			
308.	Produce full-cost bills for submission to primary and secondary third party payors, including health insurance and managed care providers.	Required			
309.	Generate third party bills that display the full cost on the bill and the full cost and anticipated payment amounts on the accounts receivable record. The system should automatically write off the unpaid balance upon receipt of the correct anticipated payment amount. The system should hold open any accounts with discrepancies until such discrepancies are resolved.	Preferred			
310.	Generate both full cost and partial-rate bills to private parties.	Preferred			
311.	Carry forward unpaid balances until paid or written off maintaining open item detail, such that the system must produce new bills each month for all unpaid private party accounts, in the amount of the unpaid balances.	Preferred			
312.	Generate a report that lists uncollectible amounts and bad debt write-offs and the reason for each such write-off.	Required			
313.	Enable crediting private party payors with third party payments received, with the credited amount displayed	Preferred			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
	on the bill and the net amount reflected on the accounts receivable record.				
DELIVERABLE TWO: CONSUMER PORTAL and COMMUNICATIONS					
314.	Provides individuals/guardians with assessment information.	Preferred			
315.	Provides individuals/guardians with service plan.	Preferred			
316.	Provides individuals/ guardians with information on services delivered.	Preferred			
317.	Provides individual-specific education resources according to an individual's service plan.	Preferred			
318.	Utilizes technology to support health and wellness: <ul style="list-style-type: none"> Scheduling assistant to increase potential for attending appointments. Sends reminders to attend appointments. Utilizes alerts. Tracks satisfaction with services and progress toward their self-identified outcomes. Ability to alert provider if their needs or status changes. Reminders to take medication or to fill prescriptions. Track completion of activities. 	Preferred			
319.	Creates customized mailing lists of individuals.	Preferred			
DELIVERABLE TWO: INTEROPERABILITY					
320.	Allow for the data sharing with NYSOFA and other Health and Human Services agencies.	Required			
321.	Can receive and transmit by web service client data from and to UAS	Required			
321.1	Secure daily import and integration of client data from NYSOFA identified providers that are not part of the COTS solution	Required			
322.	Can use information received by UAS to populate relevant fields to eliminate double entry of same information.	Required			
323.	Provides send FAX capabilities (e.g. for referrals, discharge summaries, etc.).	Preferred			
324.	Provides receipt FAX capabilities	Preferred			
325.	Supports industry accepted import/export standards (e.g., ODBC (Open Database Connectivity)).	Preferred			
326.	Includes Wellness Monitoring Technologies	Preferred			
327.	Includes Safety Monitoring Technologies	Preferred			
328.	Includes Telehealth /Telemonitoring technologies	Preferred			
DELIVERABLE TWO: TRAINING					
<i>Proposal must also include each required training that is outlined in Section 6</i>					
329.	Provides on-line tutorials that meet all NYS accessibility requirements.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
330.	Training modules customized to address system customizations made for Bidder's proposed solution for NYSOFA.	Required			
331.	Provides onsite Train-the-Trainer	Preferred			
332.	Provides Training Webinars that meet all NYS accessibility requirements.	Required			
333.	Users can be tracked as to training modules completed.	Preferred			
334.	Users provided certification for modules completed.	Preferred			
335.	Offers support for Listserv and/or user groups	Preferred			
336.	Other training options (Please list)	Preferred			
337.	Business hours support for technical problems.	Required			
338.	Daytime/ weekend support for technical problems.	Preferred			
339.	Offers 24-hours technical support	Preferred			
340.	Business hours Help Desk support for end-users	Preferred			
341.	Daytime/ weekend support for end-users.	Preferred			
342.	Provide backup and recovery routines for both programs and data.	Required			
DELIVERABLE TWO: SYSTEM MAINTENANCE					
<i>Proposed Responses must also include narrative questions outlined in Section 6</i>					
343.	Has a Statewide Client Information System tool uptime of 99.671 percent 24 x 7.	Required			
344.	Business hour support for technical problems	Required			
345.	Daytime weekend support for technical problems	Preferred			
346.	24-hour Help Desk support provided for technical problems	Preferred			
347.	Provide backup and recovery routines for both programs and data.	Required			
348.	A maximum two-hour response time for problems reported during regular business hours, and maximum four-hour response time during off-hours	Required			
349.	Remote monitoring; Remote diagnostics; and Web based support tracking.	Required			
DELIVERABLE TWO: SECURITY					
350.	Complies with privacy standards equivalent to Federal HIPAA and Hi-Tech privacy standards.	Required			
351.	Meets or exceeds HIPAA security standards.	Required			
352.	Complies with NYS Information Security Policy http://www.its.ny.gov/policy/Enterprise_Information_Security_Policy_v4.0.pdf	Required			
353.	Complies with the New York State Information Security Breach and Notification Act (http://www.ag.ny.gov/new-york-state-information-security-breach-and-notification-act)	Required			
354.	Provide backup and recovery routines for both programs and data.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
355.	Complies with industry standards for security, including backup and recovery, as outlined in the National Institute of Standards and Technology Special Publication 800-123, "Guide to General Server Security"	Required			

DELIVERABLE TWO: *HARDWARE/SOFTWARE REQUIREMENTS*

356.	Desktop/Laptop Specifications (Please identify)				
357.	Operating System – Windows (Yes/No answer)				
358.	Operating System – Apple (Yes/No answer)				
359.	Mobile OS – Android (Yes/No answer)				
360.	Mobile OS – Blackberry (Yes/No answer)				
361.	Mobile OS – Windows (Yes/No answer)				
362.	Mobile OS – Apple (Yes/No answer)				
363.	Network Specifications				
364.	Wireless Specifications				
365.	Browser Requirements				
366.	Internet / Bandwidth Specifications				
367.	Applets/ miscellaneous software needed (e.g., Citrix)				
368.	Reporting software requirements (e.g., Crystal Reports)				
369.	Requires third-party software/ interfaces for any functionality				
370.	List third party software/interfaces required.				
371.	Remote Access (Yes/No answer)				
372.	VPN Device Requirements				
373.	Data Transfer Mechanisms (Identify)				

Deliverable Three: Long Term Care Ombudsman Program

DELIVERABLE THREE: GENERAL SYSTEM FUNCTIONALITY

374.	Able to integrate with the service directory developed in Deliverable One.	Required			
375.	Web pages meet New York State Accessibility Standards. (http://www.its.ny.gov/policy/NYS-P08-005.pdf)	Required			
376.	Ability to accept regularly scheduled data transfers through batch process from NYS Department of Health or other outside data sources identified by NYSOFA to maintain updated provider data covered by the NYS LTCOP program.	Required			
377.	New York State LTCOP must have capabilities to access and edit all identified data fields to both provide this oversight and evolve with ACL data requirements.	Required			
378.	Must have capability to "hide" those fields potentially provided in the COTS product, but not utilized by New York State LTCOP and its 34 local LTCOP programs	Required			
379.	Offers complete case tracking capabilities, including all NORS compliant data elements including major/minor complaints, dispositions, verification, and journaling	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
	capabilities. See complete list at http://www.aging.ny.gov/rfp/index.cfm				
380.	System must mirror LTCOP data capturing forms for ease of data entry.	Required			
381.	The system must allow for the registration of volunteers serving as ombudsmen, including key demographic information.	Required			
382.	The system must track the time volunteers donate to the program, including date and time spent; travel time; their start dates; certification dates; "activate" and "inactivate" status; and assigned facilities.	Required			
383.	The system must be able to track all ombudsman program activities including, but not limited to resident visitations, information and consultations, training, and systems advocacy.	Required			
384.	It must have capability to capture the time ombudsman spend conducting program activities and, for certain activities, the topics related to them.	Required			
385.	Provide a system that offers administrative oversight and editing capabilities for use by authorized New York State LTCOP staff that includes access to all local programs data.	Required			
386.	System must offer complete Case Management capabilities.	Required			
387.	Ability to receive complaints, including via the web	Required			
388.	Ability for system to acknowledge complaints received	Required			
389.	Ability to manage complaints, including: recording notes, set reminders, assign tasks.	Required			
390.	Ability to send emails, generate letters using automated templates.	Required			
391.	System must have ability to attach documents to files	Required			
392.	Track the complaint review process and record outcomes.	Required			
393.	Establish milestones to address complaints	Required			
394.	Tracking completion of milestones through use of workflows and alerts	Required			
395.	Is ORT compatible to assure accurate and timely annual federal reporting by New York State LTCOP.	Required			
396.	The Bidder requests an exemption to accessibility standards as authorized by above Accessibility Policy for application web pages. (Yes/No) Unless an exemption is requested, the bidder's proposal must comply, even it requires customizations.	Required			
397.	Routine upgrades through an established version control process.	Required			
DELIVERABLE THREE: SECURITY					
398.	Complies with privacy standards equivalent to Federal HIPAA and Hi-Tech privacy standards.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
399.	Meets or exceeds HIPAA security standards.	Required			
400.	Complies with NYS Information Security Policy http://www.its.ny.gov/policy/Enterprise_Information_Security_Policy_v4.0.pdf	Required			
401.	Complies with the New York State Information Security Breach and Notification Act (http://www.ag.ny.gov/new-york-state-information-security-breach-and-notification-act)	Required			
402.	Complies with industry standards for security, including backup and recovery, as outlined in the National Institute of Standards and Technology Special Publication 800-123, "Guide to General Server Security"	Required			
403.	Provide backup and recovery routines for both programs and data.	Required			
DELIVERABLE THREE: AUTHORIZED USER ADMINISTRATION					
404.	System supports various levels of administrator-assigned user rights.	Required			
405.	User access roles are customizable.	Required			
406.	Assigns a unique name and/or number for identifying and tracking user identity and establish controls that permit users to only access authorized information.	Required			
407.	A user management process allows authorized users to generate, modify and delete user accounts.	Required			
408.	A user management process allows for the reporting and printing of individuals granted access based upon specific roles.	Preferred			
409.	The system will support an automated approval process of user authorizations.	Preferred			
410.	The system has the ability to "activate" and "inactivate" users and volunteers.	Required			
411.	Long Term Care facilities served by the program must also be able to be added or removed and have identifying information such as license number, name, address, phone number, and bed count attached to them.	Required			
DELIVERABLE THREE: USER ACCESS					
412.	System is available to end users 24 by 7.	Required			
413.	Provides a web-enabled application with graphic user interface	Required			
414.	Provides process for users to obtain forgotten user ID or password information	Required			
415.	Permits user ability to reset their password online.	Preferred			
416.	System automatically requires password changes at predetermined intervals.	Preferred			
417.	Terminates an electronic session after a predetermined time of inactivity.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
418.	Allows for access to, and reporting of information in the field with smart client and web services technologies.	Preferred			
419.	Provides off-line functionality (functions on a pc/device during internet outage with subsequent uploading of data)	Preferred			
420.	Permits user ability to reset their password online.	Preferred			
421.	Provides single sign-on for all modules that are authorized for an end user.	Required			
DELIVERABLE THREE: DATA ENTRY AND EDITING					
422.	Open/flexible licensing that would allow LTCOP volunteers to enter data in "real time" (potentially 1,000 + users)	Required			
423.	Provide word processing capabilities in text fields	Required			
424.	Includes spell check functionality.	Required			
425.	Data once entered into system populates all relevant modules.	Required			
426.	Ability to bring old notes forward and modify	Preferred			
427.	The system will detect missing required data in add/update response and flag incomplete responses.	Required			
428.	Ability to correct errors while retaining information about correction.	Preferred			
429.	Ability to create and save draft documents.	Required			
430.	System allows for the scanning of documents that can be attached to a person's record.	Required			
431.	System provides document management functionality that manages the creation, storage and control of documents.	Preferred			
432.	System permits annotating, and "mark up" of scanned documents.	Preferred			
433.	System can remove a document from an individual's record if document erroneously attached to wrong record.	Required			
434.	Has an OCR capability to allow querying scanned documents.	Preferred			
DELIVERABLE THREE: WORKFLOWS AND ALERTS					
435.	Provides workflow processes.	Required			
436.	Allows workflow processes to be customized.	Preferred			
437.	Provide capabilities whereby the system electronically assists the completion of predefined work steps.	Preferred			
438.	Allows for multiple simultaneous user viewing of same individual's record.	Preferred			
439.	Workflow design including an inbox	Preferred			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
440.	Provides for alerts and notifications with priority coding or features.	Preferred			
441.	Customizable to-do lists by users.	Preferred			
442.	Scheduling system that schedules both client, volunteer and staff time.	Preferred			
DELIVERABLE THREE: REPORTING AND ANALYTICS					
443.	Provides Dash Board functionality at multiple user levels.	Preferred			
444.	System makes all data contained or entered in the database available to authorized users for reporting purposes.	Required			
445.	Provides GIS mapping functionality for reporting client populations and services.	Required			
446.	System has robust inventory of standardized reports.	Required			
447.	Authorized users can create new standardized reports.	Required			
448.	System allow authorized users the ability to create ad hoc reports	Required			
449.	User can print the entire record for an individual.	Required			
450.	Permit saving of forms in PDF.	Required			
451.	Users are able to store report specifications in a central report repository.	Required			
452.	Users will be able to select data fields on which they want to report/query.	Required			
453.	The system will support exporting of query results to: MS Word, MS Excel and Text.	Required			
454.	The system will provide print preview capability.	Required			
455.	The system will include page-formatting features.	Preferred			
456.	The system will include the capability to include header information, date and run time, and page numbers on reports.	Preferred			
457.	Users will be able to direct reports to a user-selected printer.	Required			
458.	Supports industry accepted import/export standards (e.g., ODBC (Open Database Connectivity)).	Required			
DELIVERABLE THREE: TRAINING					
<i>Proposal must also answer narrative questions outlined in Section 6.</i>					
459.	Provides on-line tutorials that meet all NYS accessibility requirements.	Required			
460.	Training modules customized to address system customizations made for Bidder's proposed solution for NYSOFA.	Required			
461.	Provides on-site Train-the-Trainer	Preferred			
462.	Provides Training Webinars that meets all NYS accessibility requirements.	Required			

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
463.	Users can be tracked as to training modules completed.	Preferred			
464.	Users provided certification for modules completed.	Preferred			
465.	Listserv and/or user groups	Preferred			
466.	Other training options (Please list)	Preferred			
467.	Business hours support for technical problems.	Required			
468.	Daytime/weekend support for technical problems.	Preferred			
469.	Offers 24-hour technical support	Preferred			
470.	Business hours Help Desk support for end-users	Preferred			
471.	Daytime/weekend support for end-users.	Preferred			
472.	Provide backup and recovery routines for both programs and data.	Required			
DELIVERABLE THREE: SYSTEM MAINTENANCE					
<i>Proposed Responses must also include narrative questions outlined in Section 6</i>					
473.	Has a Long Term Care Ombudsman Program tool uptime of 99.671 percent 24 x 7.	Required			
474.	Business hour support for technical problems	Required			
475.	Daytime weekend support for technical problems	Preferred			
476.	24-hour Help Desk support provided for technical problems	Preferred			
477.	Provide backup and recovery routines for both programs and data.	Required			
478.	A maximum two-hour response time for problems reported during regular business hours, and maximum four-hour response time during off-hours	Required			
479.	Remote monitoring; Remote diagnostics; and Web based support tracking.	Required			
DELIVERABLE THREE: HARDWARE/SOFTWARE REQUIREMENTS					
480.	Desktop/Laptop Specifications (Please identify)				
481.	Operating System – Windows (Yes/No answer)				
482.	Operating System – Apple (Yes/No answer)				
483.	Mobile OS – Android (Yes/No answer)				
484.	Mobile OS – Blackberry (Yes/No answer)				
485.	Mobile OS – Windows (Yes/No answer)				
486.	Mobile OS – Apple (Yes/No answer)				
487.	Network Specifications				
488.	Wireless Specifications				
489.	Browser Requirements				
490.	Internet / Bandwidth Specifications				
491.	Applets/ miscellaneous software needed (e.g., Citrix)				
492.	Requires third-party software/ interfaces for any functionality				
493.	List third party software/interfaces required.				
494.	Reporting software requirements (e.g., Crystal				

Item #	System Functionality	Required/ Preferred/ Feature	Check one:		
			Existing Feature (Yes, No)	Included in Bidder's Proposal as Customization	Not included in Bidder's Proposal
	Reports)				
495.	Remote Access (Yes/No answer)				
496.	VPN Device Requirements				
497.	Data Transfer Mechanisms (Identify)				

Attachment 4

Checklist of Submission Requirements

Cover Letter

- Representative of Bidder for this proposal (name, title, name of company, address, telephone/fax numbers, and e-mail address)
- Signed by an official authorized to bind Bidder to all provisions
- Three specific work references including contact name, business address and current telephone number. **Staff of the New York State Office for the Aging shall not be used as references.**
- Statement that the bidder that offer is firm and not revocable for a minimum period of 180 days from the bid opening.
- Statement that the bidder agrees if they are successful proposer they will submit the Contractor Certification Tax Form ST-220-TD and Contractor Certification to Covered Agency Form, ST-220-CA

Attachments to Cover Letter:

- Appendix B – Minority and Women Owned Forms 100, 101 and 103
- Appendix C – MacBride Fair Employment Principles
- Appendix D – Affidavit of Non-Collusion
- Appendix E – Compliance with Restricted Period Communications
- Appendix F – Vendor’s Responsibility Questionnaire *(If submitting the paper questionnaire.)
Electronic questionnaires may be submitted in lieu of this required document but they must be entered or updated and certified in the OSC Vendor Responsibility system between this RFP’s release date and the due date for proposals.*
- Appendix G - Offerer Disclosure of Prior Non-Responsibility Determinations
- Appendix H – Encouraging New York Business Statement
- Appendix I – Compliance with Iran Divestment Act

Proposal

- One original and ten complete copies of Technical Proposal.
- Two copies of Technical Proposal on separate USB flash drives.
- Each set includes Bidder’s Experience and References Forms (Attachment 2)
- Each set includes Application Capabilities (Attachment 3)
- Each set identified on cover with Bidder’s name, name of RFP and phrase: “Technical Proposal”
- All copies of a technical proposal packaged together, separate from cost proposal, and sealed.
- Outside of package identified with name of RFP and phrase: “Technical Proposal”

Original and **two** complete sets of Cost Proposal

- Each set identified on cover with Bidder’s name, name of RFP and phrase: “Cost Proposal”
- Each set includes Project Cost and Future Change Orders breakdown (Attachment 5)
- All copies of cost proposal packaged together, separate from technical proposal, and sealed
- Outside of package identified with name of RFP and phrase: “Cost Proposal”

Attachment 5 Project Cost

The successful Bidder will be responsible for software installation, customization, maintenance and NYSOFA, NYSOFA Contractors, AAA and AAA Contractor staff training in use of application. The Bidder must include all Bidder-related expenses in the bid, including travel and lodging as necessary for meetings in Albany with NYSOFA project staff.

TOTAL COST for ALL THREE DELIVERABLES

	Cost for Proposed Scope of Project
Bidder-hosted software application with NYSOFA services accessing the system via Internet.	\$

COMPONENTS OF TOTAL COST REFERENCED ABOVE

1. Deliverable One: NY CONNECTS

Deliverable One's Total Cost: _____

Application Software Module	Cost for Proposed Scope of Project
Application Software Cost – One-Time Cost	\$
Software-as-a-Service Cost per Year (<i>including data conversions, training costs, customizations necessary to meet requirements referenced in Attachment 3</i>)	
Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$
<<< Optional Extension Period >>>	
Year Six	\$
Year Seven	\$
Year Eight	\$
Year Nine	\$
Year Ten	\$

1. Deliverable Two: Statewide Client Information System
 Deliverable Two Total Cost: _____

Application Software Module	Cost for Proposed Scope of Project
Application Software Cost – One-Time Cost	\$
Software-as-a-Service Cost per Year (including data conversion, training and customization costs necessary to meet Bidder’s proposed solution as referenced in Attachment 3)	
Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$
<<< Optional Extension Period >>>	
Year Six	\$
Year Seven	\$
Year Eight	\$
Year Nine	\$
Year Ten	\$
For Deliverable Two costs, Please provide a percentage of the total costs that each of the following function groupings represent:	
Function Grouping	Percentage of Del. Two Total Cost
Integration with Deliverable One’s Directory Services, Consumer Portal, and System Interface Requirements	
Information and Assistance Referral Service, Health Insurance Information, Counseling and Assistance Program, Client Assessments, Emergency Management, HIPPA Security and Confidentiality	
Service Plans, Case Management	
Volunteer Management	
User Administration, Analytics and Reporting, Data Warehouse, Financial Tracking and Billing	

2. Deliverable Three: Ombudsman Program

Deliverable Three Total Cost: _____

Application Software Module	Cost for Proposed Scope of Project
Application Software Cost – One-Time Cost	\$
Software-as-a-Service Cost per Year <i>(including data conversion, training and customization costs necessary to meet Bidder’s proposed solution as referenced in Attachment 3.</i>	
Year One	\$
Year Two	\$
Year Three	\$
Year Four	\$
Year Five	\$
<<< Optional Extension Period >>>	
Year Six	\$
Year Seven	\$
Year Eight	\$
Year Nine	\$
Year Ten	\$

Future Change Orders: As New York State implements health care and managed care reforms there may be future customizations required that are not currently known. Bidders are requested to identify consulting rates for future product customization. Costs must be broken down into daily fee for differing levels of consultant staff if applicable. Hours per job category are only estimates. Actual hours per category and amount spent may vary depending on need as long as the total change order amount awarded is not exceeded.

For all three Deliverables, we estimate a total of 6,250 hours will be needed for Future Change Orders under the 5 year contract. Bidders need to provide the fully loaded rate per hour for onsite, offsite, and off-shore for future change order requests.

Provide an hourly rate for each of the following Job Categories

Job Categories*	Exp. Level	Fully Loaded Hourly Rate Onsite	Fully Loaded Hourly Rate Remote Within US	Fully Loaded Hourly Rate Off-Shore
Project Manager	Junior			
Project Manager	Mid Level			
Project Manager	Senior			
Project Manager	Expert			
Business Analyst	Junior			
Business Analyst	Mid Level			
Business Analyst	Senior			
Business Analyst	Expert			
Technical Writer	Junior			
Technical Writer	Mid Level			

Technical Writer	Senior			
Technical Writer	Expert			
Tester	Junior			
Tester	Mid Level			
Tester	Senior			
Tester	Expert			
Programmer	Junior			
Programmer	Mid Level			
Programmer	Senior			
Programmer	Expert			
Specialist	Junior			
Specialist	Mid Level			
Specialist	Senior			
Specialist	Expert			
Database Administrator	Junior			
Database Administrator	Mid Level			
Database Administrator	Senior			
Database Administrator	Expert			
System Administrator	Junior			
System Administrator	Mid Level			
System Administrator	Senior			
System Administrator	Expert			

Notes:

- Job Categories are described in the Job Category Definitions below.
- Out-year rates may be adjusted annually by the CPI or 1.5%, whichever is lower, subject to current market conditions.

Job Category Definitions*

Business Analyst	<ul style="list-style-type: none"> ▪ Manages small to medium-scale business analysis work or projects with distinct deliverables to a solution
Project Manager	<ul style="list-style-type: none"> ▪ Overseeing projects comprised of multiple deliverables ▪ Delegating and coordinating of tasks ▪ Project status, meetings, scope changes, issues
Tester	<ul style="list-style-type: none"> ▪ Develops and maintains user and technical documentation and project process documentation for Application Teams ▪ Understand the user’s view of applications and /or technology and are able to put procedures in a logical sequence
Programmer	<ul style="list-style-type: none"> ▪ Analysis, design, coding, component and assembly testing of all application code owned by the Application Team ▪ Maintenance (including production support), enhancement and development work ▪ Write application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions
Technical Architect	<ul style="list-style-type: none"> ▪ Technical expert centered around a technology, technologies or a portfolio of applications ▪ Designing and implementing Information Technology solutions

Technical Writer	<ul style="list-style-type: none"> ▪ Translates technical information into clear, readable documents to be used by technical and non-technical personnel ▪ Develop and/or maintain the following types of documentation: system documentation; user manuals; installation guides; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; and backup, recovery and restart procedures; technical writing for proposals, presentations, standard operating procedures (SOP), policies and procedures as well as reports ▪ Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents
Specialist	<ul style="list-style-type: none"> ▪ Experience in the usage and support of a collection of development platforms, technical architectures, or business applications and products that run on those platforms, beyond that of a Programmer ▪ The Authorized User may seek Specialists in the following areas (list is not exhaustive): ▪ Backup and Recovery ▪ Security

Note:

- These titles are from OGS's Hourly Based IT Services (HBITS) contract.
- Vendors may cross-reference these titles with their own internal title structure.