

REQUEST FOR PROPOSALS

Pay for Success Project in Early Child Development & Child Welfare, Health Care, and Public Safety



New York State Division of the Budget

Submission Deadline:

Monday, September 30, 2013 at Noon

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I. Introduction

1. Purpose of the Request for Proposals

New York State Division of the Budget (“DOB” or “Division”) is requesting proposals from organizations that seek to partner with New York State (“The State”) on Pay for Success (PFS) contracts. The enacted 2013-2014 New York State budget authorizes the State to undertake PFS initiatives in health care, child welfare and early childhood development, and public safety and authorizes funding for this purpose totaling \$30 million over the next five years. DOB will only consider applications that clearly identify both an intermediary and one or more initial service provider organizations; provided, however, that it is permissible for a single entity to propose to take on both roles or for a lead organization to propose to fulfill one of the roles and to obtain the additional capacity necessary to fulfill the other role through pre-specified consulting or subcontracting arrangements. The State seeks to enter into one or two PFS contracts immediately and may pursue additional initiatives depending on the quality of proposed PFS projects (according to the criteria outlined in this RFP), legislative authority and the availability of funding.

2. Description of the New York State Division of the Budget

The Division of the Budget is charged with the responsibility of advising the Governor in matters that affect the financial health of the State. DOB assists in formulating the Governor’s budget proposal to the Legislature, offers policy recommendations on fiscal issues, and oversees the implementation of the final Enacted Budget.

Under the State Constitution, the Governor is also responsible for developing a revenue and expenditure plan for the State, which DOB prepares for the Governor’s review. Additionally, DOB staff work closely with state agencies to coordinate the development and execution of their policy programs, ensuring its involvement in every facet of the state government.

3. Context

In a PFS contract, intermediary organizations and service providers partner to raise operating funds from third party funders to support scaling existing programs or implement new programs that are evidence-based and cost-effective. The government commits to repay third party funders only if agreed upon outcome targets are achieved and are verified through an independent evaluation. If targets are achieved, meaning that public sector savings are realized as a result of the intervention and social benefits are produced, then investors will be repaid including an agreed upon return on their initial investment to compensate them for the cost of their capital. If the Project fails to achieve target outcomes, the government will not pay investors, ensuring that taxpayer funds are not spent on programs that are ineffective.

New York State is committed to becoming a leader in PFS financing. New York State released an RFP in July 2012 to secure the services of an intermediary for a PFS pilot to promote employment amongst high risk formerly incarcerated individuals. In addition, the State issued a Request for Information (RFI) in September 2012 to solicit ideas for PFS contracts and received over fifty responses. The ideas submitted in response to the RFI informed the development of this RFP. The enacted 2013-2014 New York State budget authorizes the State to undertake PFS initiatives in health care, child welfare and early childhood development, and public safety totaling \$30 million over the next five years. These funds, along with any additional funds that may be authorized by the Legislature in the future, will be used for success-based payments in PFS contract(s) that result from this RFP. Proposed PFS Projects should be \$5 million or larger but must not exceed \$30 million, including all costs and maximum investor returns for the entire length of the Project. In addition to the service delivery period, Projects may require up to one year of planning and start-up at the beginning as well as one year of service delivery completion, observation and measurement of outcomes at the end.

PFS allows government to leverage outside funds to invest in evidence-based preventive programs that can lead to future budgetary savings. In addition, by conditioning payment on performance rather than on services delivered, PFS promises to better align incentives to improve social outcomes for the State's most vulnerable populations. PFS contracts also offer an opportunity for diversifying the performance risk associated with innovative programs using private sector capital. For providers, PFS contracts provide secure long-term funding that alleviates the challenges associated with one-year budget cycles and allows for flexibility to refine delivery models to achieve better results.

Finally, independent monitoring and evaluation of outcomes is critical in PFS contracts as payment to private sector partners is predicated on outcomes. Rigorous evaluation systems to determine if pre-agreed upon targets have been reached can deepen our understanding of what social service programs actually work, and findings can be used to target improvement. This learning enables the government to spend taxpayer funds more efficiently on an expanding set of evidence-backed innovative social programs. DOB will separately contract with an independent evaluator for the initiative.

4. Description of Programs, Outcome Goals and Targeted Populations

New York State is interested in proposals related to the following policy domains, with a particular interest in the subcategories listed. Proposals that fall within the policy domains but not the particular subcategories will be considered as well.

Policy Domain: Early Childhood / Child Welfare

Early Childhood Development

Early childhood is the most important phase of a person's biological development and has significant consequences for health, education and economic prospects in later life. The State is interested in using PFS financing to provide services to low-income mothers and their families to improve pregnancy outcomes, child health and development as well as to prevent child abuse and neglect by instilling strong parenting skills and enhancing self-sufficiency. The State is also interested in PFS programs that provide a continuum of care beginning with prenatal care and extending through age five. Such a continuum could be created by pairing or sequencing programs that focus on different age groups.

Youth Aging Out of Foster Care

Youth that are transitioning out of foster care often are at high risk for poor health, involvement with the criminal justice system, and homelessness. In addition, they often have low levels of educational attainment, employment, and economic self-sufficiency. New York State would like to provide services to high risk youth aging out of foster care that address their need for healthcare, education, employment, and housing.

Policy Domain: Health Care

Asthma Management

An estimated 1.5 million adults and nearly half a million children in New York State suffer from asthma. Using the PFS approach, the State would like to scale evidence-based asthma management services for high risk individuals in order to improve the quality of life for those afflicted with the illness, capture cost savings from a reduction in asthma-related hospitalizations and emergency department visits, and reduce school and work days missed. Bidders are advised to review NYS Prevention Agenda Goals and Objectives relative to asthma management. (See http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/)

Diabetes Prevention

In the face of the increasing prevalence of obesity and diabetes, the State is interested in using PFS to implement evidence-based interventions for individuals at high risk of Type 2 diabetes. The risk of this preventable, most common form of diabetes can be decreased through weight loss, physical activity, and a healthy diet. By preventing or delaying the onset of Type 2 diabetes, the State expects to obtain Medicaid savings from a reduced need for institutional and outpatient care as well as medications. Bidders are advised to review NYS Prevention Agenda Goals and Objectives relative to diabetes prevention and management. (See http://www.health.ny.gov/prevention/prevention_agenda/2013-2017/)

School-based Health Centers

School-based health centers have the potential to overcome health disparities, promote health and well-being, and improve educational outcomes among school aged children. The State is particularly interested in health centers that incorporate primary, medical, preventive, dental, and mental health care with the goal of expanding health care access, raising school attendance while lowering emergency room usage and hospitalization.

Policy Domain: Public Safety

Juvenile Justice

The State wants to provide services to at risk youth that can reduce recidivism rates amongst court-involved youth or divert high risk youth from entering the juvenile justice system. The State is particularly interested in comprehensive interventions that incorporate education, mental health, health service, violence prevention, housing and employment components.

II. Process for Response Submission

1. Questions concerning this RFP

Bidders may submit inquiries concerning the RFP via email to contracts@budget.ny.gov until August 14, 2013 by Noon. Responses to all questions that are received by the due date will be posted at <http://www.budget.ny.gov/contract/index.html> by August 23, 2013.

2. Bidders' Conference

The State will convene a Bidders' Conference in Albany on August 16, 2013. Parties interested in attending the Bidders' Conference must submit their request to attend by email to contracts@budget.ny.gov by August 7, 2013. The email should include the following:

- Name of organization
- Contact information of up to two participating representatives (names, titles, addresses, phone numbers, and email addresses); and
- Contact information for up to two observers (names, titles, addresses, phone numbers, and email addresses).

The agenda for the Bidders' Conference will be distributed along with a time and location by August 9, 2013. Attendance at the Bidders' Conference is optional.

3. Notice of Intent to Bid

Organizations that are intending to submit a response to this RFP are strongly encouraged to send an email indicating their interest to contracts@budget.ny.gov by September 9, 2013. The email should contain the subject line "Intent to Bid" and briefly describe the Project and

potential partner organizations. Bidders that do not notify DOB of their intent to bid may still submit a proposal.

4. Response Due Date

Responses must be received via email no later than September 30, 2013 by Noon. Any responses or unsolicited amendments to responses received after the due date will not be considered in the review process. Hardcopies must be postmarked by the due date but may be received later.

5. Response Forwarding Instructions

Please send responses via email with the subject “Pay for Success RFP Response” to contracts@budget.ny.gov along with 2 copies to the following address:

Jason DiGianni
New York State Division of the Budget
State Capitol, Room 128
Albany, New York 12224

6. RFP Timetable

Event	Date	Time
RFP Release Date	July 31, 2013	
Deadline for Requesting Attendance at Bidders’ Conference	August 7, 2013	Noon
Deadline for RFP Inquiries	August 14, 2013	Noon
Bidders’ Conference	August 16, 2013	TBD
Deadline for Responses to Inquiries	August 23, 2013	Noon
Deadline for Notice of Intent to Bid	September 9, 2013	Noon
Deadline for Submission of Proposal	September 30, 2013	Noon
Estimated End of Evaluation and Selection Process	October 31, 2013	

The State reserves the right to request additional information about proposed PFS Projects.

Please note that any agreement resulting from this RFP will be subject to final approval of the NYS Office of the Attorney General and the NYS Office of the State Comptroller.

III. Response Requirements – Format and Content

1. Qualifications and Evaluation Criteria

Please ensure that the intermediary, service provider, and intervention meet the following requirements. As noted, the intermediary and service provider roles may be assumed by separate

entities or by a single entity, so long as this entity can meet the functions by itself or through consulting arrangements.

Intermediary Qualifications

The intermediary for a PFS contract must be a not-for-profit organization that is able to enter into a contract with the State. The intermediary must demonstrate that it has the requisite experience and qualifications to perform the following functions:

- Ability to raise between \$5 million and \$30 million in operating funds as required for the Project that is being proposed from commercial and/or philanthropic investors.
- Maintain investor relations, including meeting any reporting requirements.
- Develop the Project, including target population, intervention, target outcomes, budget, financial model to connect payment to savings, outcomes, and operational plan.
- Manage a performance-based Project that involves collecting, monitoring, analyzing and reporting outcome data as well as implementing course-corrections to improve outcomes.
- Coordinate and manage partnerships, including willingness, capability, and experience working collaboratively with state government and service providers.
- Dedicate full-time staff to the development of the Project as the State's partner. Staff assigned to this Project must have expertise in the policy area targeted by the proposed intervention.

Provider Qualifications

The provider delivering the services must meet the following criteria:

- Provide a service or program that is evidence-based and produces measurable outcomes that benefit the target population.
- Demonstrate experience with performance-based service payment and delivery.
- Have the ability to work with multiple partners, including with state government and an independent evaluator.
- Capacity for and experience with tracking and monitoring outcome and process data.
- Ability and flexibility to adapt or refine an intervention to meet outcome targets.

Evaluation Criteria for Proposed Intervention

- Demonstrated and quantifiable social value and budget savings as a result of services. Proposed interventions that are more cost-effective will be deemed as more qualified for a PFS contract. In evaluating proposals, the State will consider the portion of savings accruing to all levels of government, with primary emphasis on benefits to state and local governments. The State will also take into account the extent to which benefits from the proposed intervention materialize in the short term as opposed to over a longer time period in evaluating proposals.

- Strength of evidence base supporting the proposed intervention's positive impact, including evidence for proposed outcome(s) that are tied to savings. Results demonstrated with more rigorous methods or replicated through multiple evaluations will be considered as more qualified in the selection process.
- Achievability of proposed savings and positive impact.
- Capacity for measuring and reporting outcomes and impacts, including potential for obtaining the necessary data and strategy for assessing results relative to a rigorous counterfactual.
- Ability and feasibility of scaling intervention to serve at least 500 individuals over the course of the Project to support and enable a robust evaluation for determining PFS outcomes and payment.
- Safeguards against harm of the target populations.

Please note: Beginning July 31, 2013, all not-for-profit vendors subject to pre-qualification will be required to pre-qualify prior to grant application and execution of contracts. Pre-qualification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's capacity, legal compliance, and integrity. Not-for-profit vendors subject to pre-qualification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to pre-qualify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: <http://grantsreform.ny.gov/Grantees>.

2. Technical Response

Please limit responses to this RFP to 40 pages (double-spaced, Times New Roman, 12-point font size, one-inch margins). Responses should contain the following sections:

Signed cover letter stating:

1. Purpose of the submission; funding request; description of the target population, social problem and proposed intervention (consistent with the initiatives described in Section I.4 above); geographic focus; proposed outcomes and measure(s); service cost and expected savings.
2. Name, address, and type of legal entity of the organization(s) submitting the proposal.
3. Name, address, email, and phone number of individual(s) authorized to negotiate the contract on behalf of each of the organization(s) and who are signing the cover letter.

Overview of Organizations

1. Description of the intermediary and service provider (if they are separate), including organizational structure(s) and program(s).
2. Explanation of how the organization(s) meet the stated requirements for the intermediary and for the service provider, as outlined in III.1. This should include an overview of experience collaborating with state government and services providers as well as working with funding entities. Experience with performance-based service delivery and with the collecting, tracking, and reporting of data to measure performance and impact should also be described.

Proposed Intervention

1. Description of the proposed intervention including number of persons to be served by year and over the course of the Project; average length of time each person is served (if applicable); estimated benefits to participants and savings that will accrue to the public sector as a result of the proposed intervention.
2. Overview of the proposed target population, geographic focus, and social problem that will be addressed.
3. Proposed outcome measure(s) and methods for measuring, evaluating and reporting program impacts.
4. Evidence base for proposed intervention, including for proposed outcome measure(s), particularly as tied to savings to government.
5. Current process for identification, selection and enrollment of targeted participants. Also explain any modifications to current or ongoing processes that may be necessary for a PFS Project.
6. Estimated Budget, including service cost, number of individuals served, intermediary cost, personnel costs, legal, evaluation, and other overhead cost for a PFS Project.
7. Outline of source and estimated amount of savings accruing to the public sector, particularly to the State. When possible, break down savings by level of government as well as by year. Indicate whether savings are monetizable or social value. Demonstrate to what extent savings compensate for the estimated PFS Project costs.
8. Work plan for implementation of PFS Project, including time frame of a PFS Project. Address the timing of planning, service delivery, observation, measurement of outcomes, evaluation and determination of payment for a PFS Project.
9. Assessment of future scalability of services, beyond the proposed PFS Project, if the proposed PFS Project is successful, as well as any potential limitations to scaling.
10. Explanation of how target population is protected against harm.

3. General Requirements

1. All responses and accompanying documentation will become the property of the State of

New York and will not be returned. The content of each bidder's response will be held in strict confidence during the bid evaluation process, and no details of the response will be discussed outside of the evaluation process. Please note, however, that in some circumstances contents of a response may be disclosed in conjunction with New York State's Freedom of Information Law.

2. The successful bidder's response and portions of the RFP deemed applicable by the State of New York will be made part of the contract.
3. Limits on Administrative Expenses and Executive Compensation – Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations went into effect. Applicants agree that all state funds dispersed under this agreement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the State. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at:
<http://executiveorder38.ny.gov>
4. Vendor Identification Number – Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the State, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID. If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at
http://www.osc.state.ny.us/vendor_management/issues_guidance.htm.
Additional information concerning the New York State Vendor File can be obtained on-line at:
http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.
5. Vendor Responsibility Questionnaire – The State recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672. Vendors may also email the Vendor Responsibility Unit directly through their website at

http://www.osc.state.ny.us/vendrep/contact_us_email.htm. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Applicants should complete and submit the Vendor Responsibility Attestation (Section VII).

6. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

IV. Selection Process and Criteria

1. Evaluation of Responses

All responses received shall be subject to an evaluation. The State of New York will establish a Technical Review Committee. Members of this committee will evaluate the Technical Responses.

2. Evaluation Process

The evaluation process will be conducted as follows:

- Incomplete responses or responses that fail to meet the requirements may be disqualified.
- All bidders that are determined not to be responsive or responsible will be disqualified.
- Technical Responses will be scored.
- Second Level Review: A management review will be conducted to either accept or reject the final selection of the apparent awardee/s after the Technical Response is scored.

3. Method of Selection

The method of selection will be based on a point system as described below. Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

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

Scoring Criteria for Proposed PFS Projects

Requirements outlined in the criteria must be met by at least one of the proposed PFS partner organizations (if more than one organization is envisioned to participate in the PFS Project). Criteria marked by a (*) must be met by all proposed partner organizations. Please note that the State reserves the right to disqualify a proposal if the Technical Review Committee deems that the bidder does not have the capacity to raise operating funds for the proposed PFS Project.

Criterion	Weight	Score
<i>Criteria for PFS Project Partner Organization(s)</i>		
Ability to raise between \$5 million and \$30 million in operating funds as required for the proposed PFS Project:	15%	
<ul style="list-style-type: none"> • Demonstrated capacity or experience with fundraising and managing investor relations, including meeting any reporting requirements. • Strategy for raising funds for PFS Project, including anticipated participation by commercial and/ or philanthropic investors. 		
Capacity for developing the PFS Project and managing partnerships, including:	10%	
<ul style="list-style-type: none"> • Specification of target population, intervention, target outcomes, budget, financial model, and operational plan. • Willingness and ability to collaborate and coordinate with multiple partners, including state government and an independent evaluator, to develop the PFS Project and achieve consensus on the above deliverables. (*) • Capacity to dedicate full-time staff to the PFS Project. Provide description of experience and expertise of staff assigned to the PFS Project relative to the policy area targeted by the proposed intervention. 		
Scope for managing a performance-based Project (*):	10%	
<ul style="list-style-type: none"> • Capability for collecting, monitoring, analyzing, and reporting outcome data as well as implementing course-corrections as may be necessary. • Any experience managing a performance-based Project. 		
Organizational capacity and experience providing the proposed	10%	

services to achieve outcome targets:

- Experience with the target population and provision of the proposed services.
- Track record of achieving significant outcomes.
- Flexibility to innovate and adapt intervention to meet outcome targets.

Total Score for PFS Partner Organization(s): 45%

Criteria for PFS Project Intervention Design

Budget and provision of cost-effective services: 20%

- Budget should outline all costs associated with the PFS Project, including service cost, legal, personnel, evaluation and other overhead costs. Budget should be realistic and allow for an adequate return on investment at target outcomes to incentivize participation of investors.
- Services should produce quantifiable savings and social value that can outweigh the cost of the intervention. Interventions that are likely to produce greater savings and social value will be considered more qualified.
- Services that produce savings that are monetizable, accrue to NYS, and materialize in earlier time periods will be deemed more cost-effective from the State’s perspective.
- Intended savings and social value should be realistic in consideration of the target population and proposed services.

Clearly defined outcome targets and intervention model: 12.5%

- Proposed outcome targets must be measurable, evaluable (relative to a counterfactual), and achievable based on the proposed services.
 - Intervention model should be well described, with the theory of change clearly outlined.
 - Number of persons to be served by year and over the course of the Project, the average length of time each person is served should be stated.
 - Current process for identification, selection, and enrollment of participants should be explained, including any necessary modifications for a PFS Project.
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<ul style="list-style-type: none"> • Practical work plan for implementation of the PFS Project that addresses the timing of service delivery, observation, measurement of outcomes, evaluation and determination of payment. 	
Strength of evidence base supporting the service’s positive impact and proposed target outcomes:	12.5%
<ul style="list-style-type: none"> • Services must have strong, credible evidence that supports their link to the proposed outcomes. • Results demonstrated with more rigorous methods, such as randomized controlled trials, or replicated through multiple evaluations, will be considered as more qualified. 	
Ability to scale intervention as proposed for Project as well as beyond the Project:	5%
<ul style="list-style-type: none"> • Proposed intervention should serve at least 500 individuals over the course of the Project. • Feasibility of scaling services beyond the PFS Project if the PFS project is successful. • Any impediments, limitations or challenges to scaling the services should be noted. 	
Established safeguards against harm of the target population.	5%
Total Score for Intervention Design:	55%
TOTAL FINAL SCORE FOR THE PFS PROPOSAL	100%

The Final Score for the PFS Proposal will be the sum of the Total Score for PFS Partner Organization(s) and the Total Score for Intervention Design.

RFP Attachments and Required Forms

I. Participation by minority group members and women with respect to state contracts: requirements and procedures

General Provisions

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

Contract Goals

- A. For purposes of this procurement, New York State hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-

5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

Equal Employment Opportunity (EEO)

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

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

C. Form #4 - Staffing Plan

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

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

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

be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

MWBE Utilization Plan

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

Waivers

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, New York State shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If New York State, 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, New York State 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.

Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to New York State 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.

Liquidated Damages - MWBE Participation

- A. Where New York State 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 New York State liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by New York State, Contractor shall pay such liquidated damages to New York State within sixty (60) days after they are assessed by New York State 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 New York State.

II. General Information for Successful Bidders

- 1. Any contract resulting from this RFP will be effective only upon approval by the New York State Office of the Comptroller. It is expected that contracts resulting from this RFP will have terms up to five years in length.
- 2. The grant contractor will be required to submit invoices and required reports of expenditures to the State's designated payment office. Grant contractors must provide complete and accurate billing invoices to the State's designated payment office in order to receive payment. Billing invoices submitted to the State must contain all information and supporting documentation required by the Contract, the Contracting Agency and the Office of the State Comptroller (OSC).
- 3. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the State, in

the State's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: <http://www.osc.state.ny.us/epay/index.htm>, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363. Contractor acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the State has expressly authorized payment by paper check as set forth above.

4. Payment of such claims for reimbursement by the State shall be made in accordance with Article XI-A of the New York State Finance Law and the terms outlined in the final State Agency Contract.
5. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
6. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFP, including the terms and conditions of the contract. Any exceptions allowed by the Division during the Question and Answer Phase (Section II.1) must be clearly noted in a cover letter attached to the application.
7. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
8. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the State as to all matters arising in connection with or relating to the contract resulting from this RFP.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFP, the State shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the State, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the State shall thereupon have the right to terminate any contract resulting from this RFP by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the

total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

1. Contract Terms

Any contract resulting from this procurement will use the New York State Master Contract for Grants. A copy of the master contract can be found at the following website:

<http://www.grantsreform.ny.gov/>

In addition, the following terms will be included as Appendix A-1 to the Master Contract:

**CONTRACT ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES**

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):

A. 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).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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.

2. 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.
- C. 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.
- D. 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
<http://esd.ny.gov/MWBE/directorySearch.html>

- E. 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.
- F. 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.
- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
- H. Administrative Rules and Audits:**
1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:
 - a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - b) For a nonprofit organization other than
 - (i) an institution of higher education,
 - (ii) a hospital, or
 - (iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

- c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - d) For a hospital, use the principles in OMB Circular A-110, Division of the Budget and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.
3. The CONTRACTOR shall comply with the following grant requirements regarding audits.
- a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
- I.** The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
- J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
- K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.
- L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT
- M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
- N.** Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:
 - a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
 - c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

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

- Q.** All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the State in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

- R.** Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with

such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

- S. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Division of the Budget or Awarding Agency

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Insert Vendor/Grantee Name Here

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

III. Reservation Clauses

DOB, in order to serve the best interests of the State, reserves the right to:

1. Postpone or cancel this RFP upon notification to all bidders.
2. Amend the specifications after their release with appropriate notice to all bidders.
3. Request bidders to present supplemental information clarifying their proposal, either in writing or in formal presentation.

4. Use application 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 DOB's request for clarifying information in the course of evaluation and/or selection under the RFP.
5. Waive or modify minor errors or irregularities in proposals received after prior notification to the bidder.
6. To correct any arithmetic errors in any proposal.
7. Reject any and all proposals received in response to this RFP.
8. Award the contract to other than the lowest bidder.
9. Award contracts to more than one bidder.
10. Negotiate with selected bidder prior to contract award.
11. Negotiate with the next highest rated bidder if negotiating a contract with the selected bidder(s) cannot be accomplished within an acceptable time frame (no bidder will have any rights against the State arising from such negotiations).
12. Increase the proposed budget in order to scale the Project size if that improves cost-effectiveness.
13. Make any payment contingent upon the submission of specific deliverables.
14. Require that all offers are held open for a period of 120 days unless otherwise expressly provided for in writing.
15. Strike any requirement not met by all of the respondents.

IV. Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements described in the General Requirements Section of the RFP titled

Pay for Success Project in Health Care, Child Welfare and Early Childhood, and Public Safety

I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____