



**Office of Children  
and Family Services**

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**New York State  
Office of Children and Family Services**

**Grant Procurement**

**REQUEST FOR PROPOSALS  
RFP# - 2017-07 NYCB ATC  
Assistive Technology Centers  
Issued: May 01, 2017  
**AMENDED: May 9, 2017****

**TABLE OF CONTENTS**

1.0 GENERAL INFORMATION/CALENDAR OF EVENTS ..... 1

1.1 Procurement Integrity/Restrictions on Communication ..... 1

1.2 Calendar of Events (Amended 5/9/17)..... 2

1.3 Informational Meeting/Technical Assistance Session (Amended 5/9/17) ..... 2

1.4 Submission of Written Questions (Amended 5/9/17)..... 3

1.5 Deadline for Prequalification in the Grants Gateway ..... 4

1.6 Submission of Proposals..... 4

1.7 OCFS Reserved Rights..... 4

2.0 EXECUTIVE OVERVIEW ..... 7

2.1 Introduction/Description of Program Objectives and Background..... 7

2.2 OCFS Statewide Considerations ..... 7

2.3 Purpose and Funding Availability ..... 8

2.4 Term of Contract..... 9

3.0 MINIMUM QUALIFICATIONS TO PROPOSE..... 9

3.1 Minimum Qualifications ..... 9

3.2 Prequalification Process (*not-for-profit organizations only*)..... 9

3.3 Vendor Responsibility Requirements ..... 11

4.0 PROGRAM REQUIREMENTS..... 12

4.1 Desired Outcomes and Program Requirements ..... 13

4.2 Accessibility of Web-Based Information and Applications ..... 23

5.0 PROPOSAL CONTENT AND SUBMISSION ..... 24

5.1 Technical Proposal Content/Work Plan ..... 24

5.2 Proposed Budget..... 27

5.3 Key Concepts..... 35

5.4 Proposal Content..... 35

5.5 Proposal Submittal Process..... 36

6.0 MINIMUM CRITERIA/EVALUATION PROCESS ..... 36

6.1 Minimum Criteria (Pass/Fail Review Criteria) ..... 36

6.2 Evaluation Process ..... 36

6.3 Technical Evaluation ..... 37

6.4 Cost Evaluation..... 38

6.5 Bonus Points: RECC..... 38

6.6 OCFS Procedure for Handling Debriefing Requests, Formal Protests and Appeals.38

**Grant RFP Template**

7.0	MANDATORY CONTRACTING REQUIREMENTS .....	42
7.1	Contract Readiness.....	42
7.2	Standard Contract Language .....	42
7.3	Workers Compensation Insurance and Disability Benefits Coverage.....	43
7.4	Contractor Employee and Volunteer Background/Confidentiality Non- Disclosure Agreement Forms (if applicable).....	44
7.5	Charities Registration (not-for-profit corporations only) .....	44
7.6	Federal Requirements .....	44
7.7	Required Electronic Payments and Substitute Form W-9.....	44
7.8	Iran Divestment Act.....	45
7.9	Statewide Financial System.....	46
7.10	Minority- and Women-Owned Business Enterprises (MWBE) – Equal Employment Opportunity (EEO) - Requirements and Procedures .....	46
7.11	Service-Disabled Veteran-Owned Business (SDVOB) .....	49
7.12	Omnibus Procurement Act.....	50
7.13	Other Requirements [Optional] .....	51
8.0	CONTRACT DOCUMENTS .....	51
9.0	GLOSSARY OF OUTCOME-BASED CONTRACTING TERMS .....	52
10.0	PROGRAM-SPECIFIC REQUIREMENTS AND FORMS.....	54
10.1	Anticipated Annual Performance Targets.....	54
10.2	Service Delivery Areas .....	57
10.3	Maximum Cost Per Outcome .....	58
10.4	Fee-Based Services Rates .....	59
10.5	Personnel Standards .....	60
10.6	ATC Staff Proficiency Requirements.....	63
10.7	Equipment/Software Requirements.....	65
10.8	NOTICE OF INTENT TO BID .....	66
11.0	LIST OF ATTACHMENTS .....	67
	Attachment 1 - Instructions for Budget & Narrative (see attached).....	67
	Attachment 2 - Cost Per Outcome & Total Cost Bid Form (see attached).....	67
	Attachment 3 - Application Checklist (see attached) .....	67
	Attachment 4 - Appendix D Application Cover Page – Agreement (see attached).....	67

## 1.0 GENERAL INFORMATION/CALENDAR OF EVENTS

**Note:** Throughout this document, the terms proposals, bids, offers, and applications are used interchangeably, as are applicants, bidders, and offerers.

If the offerer discovers any ambiguity, conflict, discrepancy, omission, or other error in this Request for Proposals (RFP), the offerer shall immediately notify the New York State Office of Children and Family Service (OCFS) of such error in writing and request clarification or modification of the document (See Section 1.1, Procurement Integrity/Restrictions on Communications).

If, prior to the Deadline for Submission of Written Questions (Section 1.4), an offerer fails to notify OCFS of a known error in or omission from the RFP, or of any error or omission or prejudice in bid specification or documents with the RFP that the offerer knew or should have known, the offerer agrees that it will assume such risk if awarded funds, and the offerer agrees that it is precluded from seeking further administrative relief or additional compensation under the contract by reason of such error, omission, or prejudice in bid specification or documents.

### **1.1 Procurement Integrity/Restrictions on Communication**

This procurement is subject to, and shall be conducted in accordance with the New York State Finance Law, including but not limited to Article IX. Contracts §§ 139-j. and 139-k.

Please be advised that state law prohibits any vendor from exerting or attempting to exert any improper influence relating to its proposal. “Improper influence” means any attempt to achieve preferential, unequal, or favored consideration of a proposal based on considerations other than the merits of the proposal, including but not limited to, any conduct prohibited by the *Ethics in Government Act*, as set forth in Public Officers Law §§ 73 and 74.

All inquiries concerning this procurement must be addressed to the Director of Contracts in the RFP Unit, or his designee(s) at OCFS, via email (preferred) at [RFP@ocfs.ny.gov](mailto:RFP@ocfs.ny.gov) or via hard copy mailed to:

Director of Contracts  
Questions for RFP # **2017-07** NYSCB ATC  
New York State Office of Children and Family Services  
52 Washington Street  
Room 202S – RFP Unit  
Rensselaer, NY 12144

“Restricted period” means the period of time commencing with the earliest posting of written notice, advertisement, or solicitation (*for example, on a governmental entity’s website, in a newspaper of general circulation, or in the New York State Contract Reporter*), of a Request for Proposals (RFP) where the intent is to result in a procurement contract with OCFS and ending with the final contract award by OCFS or, where applicable, final contract approval by the New York State Office

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of the State Comptroller (OSC), Bureau of Contracts.

During the “restricted period,” as defined above, no offerer-initiated contact with any OCFS official shall be permitted regarding this procurement, except as provided herein. This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section entitled “Procurement Integrity/Restrictions on Communications,” may be grounds for a determination that the offerer is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in an OSC procurement for a period of four years.

**1.2 Calendar of Events (Amended 5/9/17)**

<b>RFP#2017-07 NYSCB ATC</b>	
<b>EVENT</b>	<b>DATE</b>
Issuance of Request for Proposals	<i>5/01/2017</i>
Notice of Intent to Bid (optional)	<i>Optional</i>
<del>Informational Meeting/Technical Assistance Sessions/Bidders Conference (optional)</del> Canceled	<del><i>5/16/2017</i></del> <del><i>10:00 a.m. EST</i></del> Canceled
<b>Deadline for Submission of Written Questions</b>	<i>5/24/2017</i> <b>5:00 p.m. EST</b>
Responses to Written Questions Posted in GGS, <del>New York State Contract Reporter and OCFS websites</del>	<i>5/31/2017</i>
<b>Recommended Deadline to Prequalify in GGS</b>	<i>6/07/2017</i>
<b>Deadline for Submission of Proposals</b>	<i>6/14/2017</i> <b>3:00 p.m. EST</b>
<b>Anticipated</b> Notification of Award (not earlier than)	<i>7/17/2017</i>
<b>Anticipated</b> Contract Start Date (not earlier than)	<i>1/1/2018</i>

**1.3 Informational Meeting/Technical Assistance Session (Amended 5/9/17)**

The Informational Meeting/Technical Assistance Session (Bidders Conference) has been canceled.

~~A “Bidders Conference” to respond to questions from potential bidders regarding this procurement will be held **on the date/time specified in Section 1.2 Calendar of Events**, at the following location:~~

~~New York State Office of Children and Family Services  
52 Washington Street  
South Bldg.—Conference Room 102  
Rensselaer, NY 12144~~

~~Potential bidders who do not attend the conference may submit written questions only to the Director of Contracts, via mail or e-mail at the address specified in **Section 1.4**, by the **date/time specified in RFP Section 1.2 Calendar of Events**. Potential bidders who attend the conference will be able to ask questions at that time.~~

~~In addition to responding to as many questions as possible during the bidders conference, NYSCB will post to the New York State Contract Reporter site an official written response to all questions, whether submitted in writing before the conference or introduced at the conference, by the **date/time specified in Section 1.2 Calendar of Events**.~~

~~Questions presented via telephone, will not be accepted, nor will written questions submitted after the **date/time specified in Section 1.2 Calendar of Events**.~~

~~The NYSCB Assistive Technology Center (ATC) Standards Manual (ATC Standards Manual) can be accessed at: <http://ocfs.ny.gov/main/cb/assets/ATC-Manual.pdf>~~

#### **1.4 Submission of Written Questions (Amended 5/9/17)**

All questions and requests for clarification, or to report errors or omissions in the procurement process, of this RFP should cite the particular RFP section and paragraph number and must be submitted via email (preferred) or by hard copy mailed to the address shown below, no later than the Deadline for Submission of Written Questions specified in **Section 1.2 Calendar of Events**. Questions received after the deadline will not be answered. The comprehensive list of questions and responses will be posted to the **GGC**, New York State Contract Reporter **and OCFS** websites on the date specified in **Section 1.2. Calendar of Events**.

Questions concerning this RFP may be submitted in writing via mail to:

Director of Contracts  
Questions for RFP#**2017-07** NYSCB ATC  
Office of Children and Family Services  
52 Washington Street

Room 202S – RFP Unit  
Rensselaer, NY 12144

Or e-mailed to [RFP@ocfs.ny.gov](mailto:RFP@ocfs.ny.gov) **Subject:** Assistive Technology Centers RFP

Questions will be answered only ~~at the bidders conference (see Section 1.3)~~ and in the official written response to questions posted to the **GGS**, *New York State Contract Reporter* and **OCFS** websites on the date specified in **Section 1.2. Calendar of Events**.

### **1.5 Deadline for Prequalification in the Grants Gateway**

Not-for-profit applicants are required to prequalify in the Grants Gateway by the date specified in the table in **Section 1.2**, and **MUST** prequalify by the date of submission. Please refer to **Section 3: Minimum Qualifications to Propose and Prequalification Process**.

*NOTE: Government entities and for-profit entities are not required to prequalify in Grants Gateway, but they must register in the Grants Gateway in order to submit an application.*

### **1.6 Submission of Proposals**

1. Application/Proposal packages should be sent to:

Director of Contracts  
RFP# 2017-07 NYSCB ATC  
New York State Office of Children and Family Services  
52 Washington Street  
Room 202S – RFP Unit  
Rensselaer, NY 12144

2. Applications/Proposals must be received no later than **the date and time specified in Section 1.2 Calendar of Events**. Faxes or e-mail submission will not be accepted.
3. Each application/proposal must contain two (2) sets with original signatures of all required materials and three (3) copies and one (1) CD or other electronic media copy of Program Plan/Narrative (see **Section 5.1**) only. The **Application Checklist** (see RFP Attachment 3) will provide an aid in assuring that all requirements are included. Submit the Application Checklist behind your application cover page.

### **1.7 OCFS Reserved Rights**

OCFS reserves the right to:

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1. Place a monetary cap on the funding amount made in each contract award.
2. Change any of the schedule dates stated in this RFP prior to the due date for the submission of proposals.
3. Reject any or all proposals received in response to the RFP.
4. Withdraw the RFP at any time at the agency's sole discretion.
5. Make an award under the RFP in whole or in part.
6. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
7. Reject any proposal if, in the sole discretion of OCFS, it determines the bidder is not a responsible vendor.
8. Seek clarification and revisions of proposals. Request bidders to present supplemental information clarifying their proposals either in writing or by formal presentation. Other than the requested clarification and supplemental information, submission of new information is not permitted.
9. Require that bidders demonstrate, to the satisfaction of OCFS, any feature(s) present as a part of their proposal, which may include an oral presentation of their proposal. Any such demonstration or presentation may be considered in the evaluation of the proposal.
10. Amend any part of this RFP prior to opening of bids, with notification to all bidders, and direct all bidders to prepare modifications addressing RFP amendments, if necessary. Expenses incurred in the preparation of any proposals or modifications submitted in response to this RFP are the sole responsibility of the bidder or other party and will not be incurred or reimbursed by OCFS.
11. Make funding decisions that maximize compliance with and address the outcomes identified in this RFP.
12. Fund only one portion, or selected activities, of the selected bidder's proposal and/or adopt all or part of the selected bidder's proposal based on federal and state requirements.
13. Eliminate any RFP requirements that cannot be met by all prospective bidders upon notice to all parties that submitted proposals.
14. Waive procedural technicalities or modify minor irregularities in proposals received after notification to the bidder involved.

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15. Correct any arithmetic errors in any proposal or make typographical corrections to proposals with the concurrence of the bidder.
16. Negotiate with the selected bidder(s) prior to contract award.
17. Conduct contract negotiations or award a contract to the next highest bidder if contract negotiations with the selected bidder(s) cannot be accomplished within an acceptable time frame. No bidder will have any rights against OCFS arising from such actions.
18. Award contracts to more than one bidder or to other than the lowest bidder.
19. Require that all proposals be held valid for a minimum of 180 days from the closing date for receipt of proposals, unless otherwise expressly provided for in writing.
20. Fund any or all of the proposals received in response to this RFP. However, issuance of this RFP does not commit OCFS to fund any proposals. OCFS can reject any proposals submitted and reserves the right to withdraw or postpone this RFP without notice and without liability to any bidder or other party for expenses incurred in the preparation of any proposals submitted in response to this RFP and may exercise these rights at any time.
21. Use the proposal submitted in response to this RFP as part of an approved contract. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract.
22. Utilize any and all ideas submitted in the proposals received where an award is ultimately made.
23. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
24. Make additional awards based on the remaining proposals submitted in response to this RFP and/or provide additional funding to awardees if such funds become available.
25. Make inquiries of third parties, including but not limited to, bidder's references, with regard to the applicants' experience or other matters deemed relevant to the proposal by OCFS. By submitting a proposal in response to this RFP, the applicant gives its consent to any inquiry made by OCFS.
26. Require contractors to participate in a formal evaluation of the program to be developed by OCFS. Contractors may be required to collect data for these purposes. The evaluation design will maintain confidentiality of participants and recognize practical constraints of collecting this kind of information.

27. Consider statewide distribution and regional distribution within New York City, including borough distribution methodology, in evaluating proposals.
28. Rescind awards for failure of awardees to meet timeframes that OCFS is required by statute to meet for contract development and approval.
29. Prior to the deadline for submission of proposals, any such clarifications or modifications as deemed necessary by OCFS will be posted in Grants Gateway and potential offerers will receive an email from Grants Gateway and/or from the Online Bidders List (OBL) that have received access to this RFP.
30. OCFS reserves the right to cancel this RFP, in whole or in part, at any time and to reject any and all proposals when appropriate in the best interests of the state.

## **2.0 EXECUTIVE OVERVIEW**

### **2.1 Introduction/Description of Program Objectives and Background**

The State of New York participates in the provision of services pursuant to the *Federal Vocational Rehabilitation Act of 1973*, as amended, and has through its designated state agency, OCFS, New York State Commission for the Blind (NYSCB or Commission), received approval from the federal Rehabilitation Services Administration for a comprehensive State Plan for Vocational Rehabilitation and Supported Employment Services as set forth in 34 CFR Part 361, Subpart B, Section 361.10, of the Act. <https://www.law.cornell.edu/cfr/text/34/part-361/subpart-B>

The OCFS/NYSCB is the state entity designated to provide vocational rehabilitation services to New Yorkers who are legally blind. The Commission recognizes the benefits of assistive technology in enabling legally blind individuals to access print or computer-based information, especially in education and employment, and intends to continue its assistive technology program through the release of this Request for Proposals (RFP).

### **2.2 OCFS Statewide Considerations**

OCFS's mission is to serve New York's public by promoting the safety, permanency and well-being of our children, families and communities. OCFS effectuates results by setting and enforcing policies and building partnerships at the federal, state, county and community levels that impact practice. OCFS funding investments assist communities to create and/or enhance the provision of quality services in the areas of child welfare, juvenile justice, adult protective services, and services for the legally blind and visually impaired.

OCFS conducts ongoing analysis of demographic data and fiscal expenditures to aid counties and communities in administering safe, effective and cost efficient services to the residents of our state. Paramount is ongoing self-assessment within “the system” to identify changes in service needs, interventions, and partnerships. OCFS data reveals that many children and families who are involved with the child welfare and juvenile justice systems in New York State are disproportionately Black and Latino, and many are poor. For the blind and visually impaired service area, Black and Latino adults are underrepresented in the receipt of services from the legally blind and visually impaired service network.

In response to this situation, OCFS has been implementing various activities to:

- assess relevant data;
- identify which communities across the state are affected;
- identify evidence-based and/or best-practice strategies and/or approaches that can be replicated in New York State to respond to the issue; and
- provide funding to designated high-need communities to facilitate implementation of programs and services that address disproportionality and disparity rates.

### **2.3 Purpose and Funding Availability**

NYSCB is seeking proposals that continue the project goals: (1) providing assessment of the assistive technology (AT) needs and abilities of consumers referred from NYSCB; (2) recommending assistive equipment configurations that meet consumers’ individual needs; and (3) providing comprehensive training to assist consumers in achieving proficiency in the use of the recommended equipment in the workplace or during their educational or vocational training.

Contractors must have the capacity to provide services at the level identified in **Section 10.1**, dependent upon referrals from NYSCB. Bidders should keep in mind that the numbers in **Section 10.1** are based on historical NYSCB referral levels, and that actual annual referrals from NYSCB may be lower or higher than the numbers identified. No minimum or maximum number of referrals is guaranteed. Reimbursement to the contractor will be based on attainment of outcomes (assessment and training) as a result of the contractor’s provision of services to the individuals referred from NYSCB, as described in **Section 4.1**.

The Assistive Technology Center (ATC) must be located in the Service Delivery Area originally bid upon, for the duration of the contract. See Service Delivery Areas listed in **Section 10.2**.

As noted in **Section 1.7** above, OCFS reserves the right to place a monetary cap on the funding amount made in each contract award.

## **2.4 Term of Contract**

The contract(s) awarded in response to this RFP will be for five years. The anticipated start date is January 1, 2018, and the anticipated end date is December 31, 2022. Funding is currently anticipated to be available for the first year of the contract, and the award of a multi-year contract does not guarantee that funding will be available for subsequent years. Contractors may not begin to provide services prior to the contract start date; OCFS has no obligation to pay for services rendered prior to that time.

## **3.0 MINIMUM QUALIFICATIONS TO PROPOSE**

### **3.1 Minimum Qualifications**

Proposals in response to this RFP will be accepted from any for-profit organization, or not-for-profit organization, which is authorized to do business in New York State or a government entity.

### **3.2 Prequalification Process (not-for-profit organizations only)**

New York State has instituted key reform initiatives to the grant contract process that require not-for-profit organizations to register in the New York State Grants Gateway System (GGS) and complete the Vendor Prequalification process in order for proposals to be evaluated. Not-for-profit organizations will only have to prequalify once every three years, with the responsibility to keep their information current throughout the three-year period.

**Proposals received from not-for-profit applicants that are not prequalified in the Grants Gateway on the proposal due date and time listed in Section 1.2 Calendar of Events will be disqualified from further consideration.**

NOTE: Government entities are not required to prequalify in Grants Gateway, but must register in order to submit an application.

NOTE: For-profit entities are not required to prequalify in Grants Gateway, but must register in order to submit an application.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual](#) on the [Grants Reform website](#) details the requirements and an [online tutorial](#) is available to walk users through the process.

#### **3.2.1 Register for the Grants Gateway**

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- On the Grants Reform website, download a copy of the [Registration Form for Administrator](#). A signed, notarized original form must be sent to the OCFS Division of Budget at the address provided in the instructions. You will be provided with a username and password allowing you to access the Grants Gateway.
- If you have previously registered and do not know your username, email [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov). If you do not know your password, click the [Forgot Password](#) link from the main log in page and follow the prompts.

### 3.2.2 Complete Your Prequalification Application

- Log into the [Grants Gateway](#). If this is your first time logging in, you will be prompted to change your password at the bottom of the “Profile” page. Enter a new password and click “SAVE.”
- Click the “Organization(s)” link at the top of the page and complete the required fields including selecting the state agency with which you have the most grant contracts. If you currently do not have any contracts with NYS, select OCFS. This page should be completed in its entirety before you click “SAVE”. A “Document Vault” link will become available near the top of the page. Click this link to access the main “Document Vault” page.
- Answer the questions in the “Required Forms” and upload “Required Documents.” This constitutes your “Prequalification Application”. “Optional Documents” are not required unless specified in this Request for Proposal.
- Specific questions about the prequalification process should be directed to the agency contact listed in **Section 1.1 Procurement Integrity/Restrictions on Communication**, or to the Grants Reform Team at [grantsgateway@its.ny.gov](mailto:grantsgateway@its.ny.gov).

### 3.2.3 Submit Your Prequalification Application

- After completing your “Prequalification Application,” click the “Submit Document Vault” link located below the “Required Documents” section to submit your “Prequalification Application” for state agency review. Once submitted, the status of the document vault will change to “In Review.”

- If your prequalification reviewer has questions or requests changes, you will receive email notification from the GGS.
- Once your “Prequalification Application” has been approved, you will receive a GGS notification that you are now prequalified to do business with New York State.

**Vendors are strongly encouraged to begin this process as soon as possible and at the latest by the date specified in Section 1.2 Calendar of Events, in order to participate in this opportunity.**

### **3.3 Vendor Responsibility Requirements**

Section 163(9)(f) of the NY State Finance Law requires that a state agency make a determination that a bidder is responsible prior to awarding that bidder a state contract. Vendor responsibility will be determined based on the information provided by the bidder, on-line, through the New York State VendRep System Questionnaire or through a paper copy of the *Vendor Responsibility Questionnaire*. OCFS will review the information provided before making an award.

OCFS reserves the right to reject any proposal if, in its sole discretion, it determines the bidder is not a responsible vendor. All proposals are subject to a vendor responsibility determination before the award is made, and such determination can be revisited at any point up to the final approval of the contract by the New York State Office of the State Comptroller (OSC). Vendors must maintain their vendor responsibility throughout the duration of the contract.

Enrolling and completing the questionnaire online through the New York State VendRep System is the best method because both the questionnaire and answers are stored in the system. Thus, subsequent questionnaires in response to contracts or Request for Proposals from any state agency would only need to be updated in the VendRep System.

To access or enroll in the VendRep System or update your existing online questionnaire, click [On-line Questionnaire](#). Questionnaires in the VendRep System that have been completed in the last six months in response to contracts or bid announcements do not need to be updated. If the vendor is using the hardcopy notarized questionnaire, then it also has to be current within six months of the due date of the proposal.

Vendors opting to complete a paper questionnaire, can access the questionnaire by clicking the following link: [Paper Questionnaire](#). Please note that there are separate questionnaires depending on the contractor status. Not-for-profit vendors must use the *Vendor Responsibility Questionnaire Not-For-Profit Business Entity* form. For-profit vendors must use the *Vendor Responsibility Questionnaire For Profit Business Entity* form.

Vendors are also encouraged to have subcontractors file the required *Vendor Responsibility Questionnaire* online through the New York State VendRep System. These subcontractors are required to submit a questionnaire when the value of the subcontract is \$100,000 or more.

Prior to executing a subcontract agreement, the contractor must provide the information required by OCFS to determine whether a proposed subcontractor is a responsible vendor.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor Identification Number or for direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

The New York State VendRep System offers the following benefits:

- Ease of completion, filing, access to and submission of the questionnaire. Efficiencies are multiplied for vendors who bid and contract with the state frequently or with multiple state agencies.
- Questionnaire updates are easily filed by updating only those responses that require change from the previously saved questionnaire (as opposed to a paper copy where a new questionnaire is required each time there is a change).
- The stored questionnaire information eliminates the need to re-enter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery and filing.
- Online questionnaire information is secure and accessible to authorized vendor users only. State agencies can only view certified and finalized questionnaires.
- VendRep question prompts ensure that the correct forms are completed.
- The VendRep On-Line System contains links to all definitions of the terms used in the questionnaire.

Note: The *Vendor Responsibility Questionnaire* must be dated within six months of the proposal due date. Any subcontractors under that proposed contract must also complete a *Vendor Responsibility Questionnaire* when the value of the subcontract is projected to be \$100,000 or more for the contract term.

Confirmation of **completion** of the vendor responsibility process must be submitted with your proposal. This confirmation can take the form of registration in the VendRep system, or by submitting your completed hardcopy questionnaire. To submit this confirmation with your application, go to the bottom of your certified questionnaire, and click the button called "Form Overview."

#### 4.0 PROGRAM REQUIREMENTS

## **4.1 Desired Outcomes and Program Requirements**

### **4.1.1 ATC Standards Manual**

All services will be provided in conformance with the standards defined in the NYSCB "Assistive Technology Services Standards Manual", and with any future updates, including curriculum changes, to the manual. The manual is available on-line at: <http://ocfs.ny.gov/main/cb/assets/ATC-Manual.pdf>

### **4.1.2 Referral Information Provided by NYSCB**

Participants (consumers) in the Assistive Technology Centers program will only be those individuals referred to the contractor by NYSCB. The contractor will receive referral documents electronically from NYSCB via the NYSCB Consumer Information System (CIS).

NYSCB will continue its outcome-focused approach in contracting for some of these services, emphasizing the "product" (or outcome) rather than the "process" of service delivery. In the outcome-focused model, payments are made upon contractor attainment of performance targets, i.e., quantifiable means of measuring outcomes.

NYSCB will also procure other services under this contract on a fee-for-service basis. These services are termed "fee-based services" and are intended to support the outcome-based services (see RFP Section **10.3** Maximum Cost Per Outcome and **10.4** Fee-Based Services Rates).

The following summarizes the array of services sought for this project:

#### Outcome-Focused Services

1. Readiness Evaluation
2. Consumer Assessment and Assistive Equipment Recommendation
3. Consumer Training on Assistive Equipment

#### Fee-Based Services

1. Technical Job Coaching Development
2. On-The-Job Technical Support
3. Technical Support for Placement Staff
4. On-Site Evaluation (job/educational setting equipment needs)
5. On-Site Installation (job/educational site equipment interface)
6. Refresher Training
7. Remote Technical Assistance

#### Communication with Students Who Are Limited English Proficient (LEP)

NYSCB will cover the cost of interpreter services for students participating in assistive technology services (See ATC standards manual, section entitled

“Introduction and General Information.” <http://ocfs.ny.gov/main/cb/assets/ATC-Manual.pdf>)

#### 4.1.3 Outcome-Focused Services

The contractor must provide all services in conformance with the standards defined in the ATC standards manual and with any future updates, including curriculum changes, to the manual. <http://ocfs.ny.gov/main/cb/assets/ATC-Manual.pdf>

##### (1) Readiness Evaluation

The contractor will conduct a Readiness Evaluation for any consumer referred from NYSCB, in the manner set forth in the ATC standards manual.

The Readiness Evaluation must include the following:

- a. Introduction to the AT Readiness Evaluation
- b. Keyboarding Evaluation
- c. Spelling Evaluation
- d. Reading Comprehension
- e. Note-taking Evaluation
- f. Logical Sequencing

The expected result of this service is a written determination of the potential, or readiness, of the NYSCB consumer to benefit from ATC services, and a recommendation to NYSCB for remediation of deficits identified.

The performance targets for this service are the numbers of individual consumers the Contractor will evaluate.

##### Readiness Evaluation Waiver

In addition to the process outlined in the ATC standards manual to waive the entire Readiness Evaluation (see ATC standards manual *section entitled “Outcome Services,”* subsection 1. Readiness Evaluation <http://ocfs.ny.gov/main/cb/assets/ATC-Manual.pdf>), individual components of the Readiness Evaluation may be waived. Clear documentation must be provided showing the student has previously acquired and is able to demonstrate the readiness skill covered by the individual component sought to be waived. Further, the district manager or senior counselor must approve any individual components of the Readiness Evaluation which are waived.

If greater than three (3) of the six (6) Readiness Evaluation components are waived, the contractor will be paid the fee for service rate associated with Onsite Technical Support (see RFP **Section 10.4** for fee for service rates) for the remaining components.

##### Readiness Evaluation – Post Evaluation Meeting

The contractor arranged meeting for the purpose of discussing the results of the student's Readiness Evaluation can be waived at the sole discretion of the NYSCB counselor. However, if the student fails one (1) or more components of the Readiness Evaluation, the meeting must be held (See ATC standards manual section entitled "Outcome Services," subsection "1. Readiness Evaluation," heading entitled "Final Report and Outcome Determination." <http://ocfs.ny.gov/main/cb/assets/ATC-Manual.pdf>).

## (2) Consumer Assessment and Assistive Equipment Recommendation

The contractor must:

- a. Evaluate the individual consumer's existing computer skills and knowledge.
- b. Assess the consumer's ability and readiness to learn to use assistive technological devices.
- c. Recommend an assistive equipment configuration that best meets the consumer's job or educational needs and goals.

The outcomes for this service are defined as follows:

- a. The consumer understood, and had input into, the assessment process.
- b. The consumer exhibited the ability and learning readiness to use adaptive technological devices to meet his/her education and/or job goals.
- c. The contractor made an assistive equipment recommendation that contained the optimal combination of devices for enabling the consumer to meet his/her job or educational requirements. (Optimal combination means the recommendation meets the consumer's functional requirements, utilizing the most cost-effective array of products).
- d. The consumer demonstrated the ability to succeed at any training he/she would undertake to learn to use the recommended assistive equipment configuration.

The expected result of this service is a written determination of the potential, or readiness, of the NYSCB consumer to benefit from ATC services, and a recommendation to NYSCB for remediation of deficits identified.

The performance targets for this service are the numbers of individual consumers the Contractor will assess.

## (3) Consumer Training on Assistive Equipment

The contractor will train only those consumers referred by NYSCB who have completed the consumer assessment. The purpose is to train the consumer to use the recommended assistive equipment configuration for maximum benefit in the employment or educational setting. The outcome for this service is defined as follows:

- The consumer demonstrated, to the levels required in the ATC standards manual, a proficiency in the function and use of the recommended assistive equipment configuration and software.

To help meet the standards outlined in the ATC standards manual, NYSCB will provide each contractor with one (1) Digital Apex Training Ware license, free of charge, for the first year of the contract. The contractor is encouraged, but not required, to use these training guides to enhance/supplement training. If after one (1) year, the contractor utilizes the training in less than 10 percent of all consumers, NYSCB reserves the right to terminate the license. If the contractor uses the Digital Apex Training for more than 25 percent of consumers, the contractor may retain the license for the duration of the contract and may request a second trainer license from NYSCB that will be provided to the contractor free of charge.

The performance targets for this service are the numbers of individual consumers the contractor will train.

#### **4.1.4 Fee-Based Services**

Fee-based services will be used on an as-needed basis, as authorized by the NYSCB district office, to support attainment of outcomes or facilitate the successful transition of skills from the ATC training environment to the employment or educational setting.

##### **(1) Technical Job Coach Development**

This service is intended to develop job coaches with specific skills in the application of assistive devices for the blind at job or educational sites. The technical job coach must have a working knowledge of the consumer's specific assistive equipment configuration and how it interfaces with the job/education site equipment; the job coach must also have the skills to assist the consumer in the use of the equipment and software in that setting.

The expected result of this service is one or more technical job coaches will be trained on the specific assistive platform within the application environment required by the consumer's job/education site, to the necessary level to support the consumer in the performance of his/her specific job tasks.

##### **(2) On-Site Technical Support**

This service is intended to provide technical assistance at the job/education site to NYSCB consumers who have completed ATC training. The individual providing this service must have a working knowledge of the consumer's specific assistive equipment configuration and how it interfaces with the job/education site equipment.

The expected result of this service is on-site technical support staff trained on the specific assistive platform within the application environment required by the consumer's job/education situation to the level necessary to support the consumer in the performance of his/her specific job/education endeavor.

(3) Technical Support for Placement Staff

The purpose of this service is to provide technical support to placement staff and NYSCB Vocational Rehabilitation Counselors with respect to how adaptive equipment can support blind consumers in their job/education pursuit, enhancing their ability to advocate for or assist ATC training graduates. Technical support will consist of assisting job placement specialists in understanding how assistive devices can enable ATC graduates to meet the demands of potential work environments, thereby expanding their employment opportunities.

The expected result of this service is that placement staff authorized by NYSCB will have access to enhanced technical resources, technical training and technical supports necessary to develop employment opportunities for NYSCB consumers.

(4) On-Site Evaluation

The purpose of the on-site evaluation is to establish a technical profile of the consumer's job or educational setting, and to confirm that the consumer's recommended assistive equipment configuration contains, or will contain, the optimal combination of devices to meet the job/education site requirements.

The expected result of this service is a clear and complete technical profile of the job/education site, a recommendation for assistive equipment that will assist the consumer to meet the requirements of the job/education site, and a prediction of the likelihood of a successful installation of the assistive equipment at the job/education site.

(5) On-Site Installation

The purpose of this service is to install, or assist in the installation of the consumer's specific assistive equipment in the employment or educational setting so that the equipment configuration interacts effectively in the job/education environment, assisting the consumer to effectively perform tasks required.

The expected result of this service is that the consumer's recommended assistive equipment configuration interfaces directly with any hardware or software at the job or education site, including print, microcomputer, communication (LAN, WAN, Windows, Internet, Intranet, etc.), or mainframe terminal conditions.

(6) Refresher Training

The purpose of this service is to provide re-training on software or hardware on which the consumer previously received training and which is essential to the consumer's current employment or education setting.

The expected result of this training is that the consumer will regain or refine skills that will allow him/her to use computer software or hardware in the employment or educational setting. This training is often essential when a software receives a major software update.

(7) Remote Technical Assistance

The purpose of this service is to provide remote technical assistance to attempt to resolve hardware or software issues to active NYSCB consumers who have successfully completed ATC training and are currently engaged in educational or employment activities.

The contractor will provide remote technical assistance that allows for the provision of technical intervention services using the consumer's computer and screen reader software offsite when there is a malfunction or computer use issue that requires the intervention of the contractor. If remote access is not available via the computer, the contractor can troubleshoot the computer issue via telephone. Telephone troubleshooting will only be used as an alternative solution.

The expected result is that remote technical intervention has resulted in successful resolution of the malfunction or issue which generated the request for assistance.

**4.1.5 Operation of Assistive Technology Center**

(1) Physical Plant

a. Location – The ATC must be located in the Service Delivery Area(s) (see RFP Section **10.2**) originally bid upon, for the duration of the contract. It is recommended, but not required, that the technology center be located in a separate space with permanent walls, ceilings, and doors that lock. The center space may be used for other contractor purposes, if NYSCB referrals for center services do not require continual use of the space or the equipment. This alternate use may not in any way impede or delay delivery of services to consumers referred by NYSCB.

b. Hours of operation – It is expected that the center will be available for services during normal business hours, evenings, and weekends at a frequency sufficient to meet the outcomes agreed to herein and responsive to the time constraints of consumers who may be employed and at risk of losing employment.

## Grant RFP Template

If unique circumstances prevent the center from being available evenings or weekends, exceptions to this requirement may be waived only upon the prior written approval of the associate commissioner of NYSCB.

c. Accessibility – The center must be in compliance with the *Americans With Disabilities Act (ADA)* and any implementing regulations, and must provide full and equal access to programs and services to individuals with disabilities, which may include the removal of architectural barriers, where readily achievable.

d. Work area – Assessment and training area design, including lighting, seating, and work stations, must be conducive to performance of services defined in this RFP.

e. Electrical outlets – Each workstation in the center must be fitted with surge protection capable of supporting six pieces of equipment at the same time. Extension cords are not permitted. Electrical cables or other wiring may not run across floors or under desks or in center work space, as they may interfere with or render hazardous the mobility of blind consumers, guide dogs, canes, or other mobility devices, such as wheel chairs.

f. Temperature – Both heating and cooling must be provided to maintain a constant temperature range of 60 to 70 degrees Fahrenheit at all times for both user comfort and proper mechanical operation of microprocessor-based equipment.

g. Security – The contractor must be responsible for the security of all equipment placed in the center, both ATC-owned and NYSCB-owned.

NOTE: Regular site visits by NYSCB should be anticipated by ATCs at any time; contractors must cooperate fully with NYSCB staff during such site visits.

### (2) Equipment

a. Consumer assessments must be conducted on NYSCB approved equipment owned or leased by the contractor, or provided by NYSCB, as described in 10.5 Personnel Standards and 10.6 ATC Staff Proficiency Requirements. The contractor must have enough equipment to achieve the performance targets for the five years of the project as defined in RFP Section 10.1.

b. Consumer training must be conducted on equipment purchased by NYSCB for the specific referred consumer or on a configuration that is similar enough to the recommended configuration to allow for transference of acquired skills. NYSCB shall bear the cost of maintenance of all such equipment.

c. The contractor must agree to upgrade, or add new, project equipment and software as requested by NYSCB, when the needs of the consumer, or changes in model design and/or software, warrant assessment and training of the

consumer on these upgraded or new devices. NYSCB will provide all equipment required by such an upgrade at no cost to the contractor.

d. The contractor must agree to maintain an inventory of all equipment provided by NYSCB for consumer assessments.

e. The contractor must agree to maintain equipment in the center, both contractor-owned and NYSCB-owned, in good working order and to replace or repair any and all equipment that is stolen or damaged beyond repair. Repairs must be completed within ten business days from the contractor's identification of an equipment malfunction.

f. The contractor must agree to be responsible for returning, upon request, all NYSCB-owned equipment (including equipment purchased by NYSCB for consumers), together with any NYSCB-owned freestanding upgrades or accessories. This includes original packing materials, packing and shipping. (NYSCB will bear shipping costs).

g. The contractor also must agree to assume the cost of damage to any NYSCB-owned equipment it ships.

h. The contractor must agree to accept delivery of equipment purchased by NYSCB for consumers and provide NYSCB a written receipt of delivery within three working days of receipt of the equipment. The contractor also must agree to verify the functional condition of the equipment, allowing for enough time to effect repair or replacement of equipment/equipment components if needed without negatively impacting the training schedule of the consumer.

i. At the start date of the contract resulting from this RFP, the Contractor's staff must have the capacity to provide assessment and training on assistive devices and application software as listed in RFP **Section 10.6 ATC Staff Proficiency Requirements**.

### (3) Duration of Service

a. Readiness Evaluation – The *Readiness Evaluation* should be completed in five (5) hours or less, spread over no more than five (5) consecutive days.

b. Assessment – The assessment should be completed in eight (8) hours or less, spread over no more than two (2) calendar weeks.

c. Training -- Training on assistive equipment should be completed in one hundred (100) hours or less, within no more than six (6) calendar weeks. Training may be extended up to an additional fifty (50) hours, upon NYSCB's prior written approval.

d. Extensions – If approved by the NYSCB district office, consumer assessments and consumer training may extend beyond the weekly limit for each service component, provided that the hourly limits are not exceeded.

(4) Classroom Presence

The contractor will have an instructor present in the classroom for at least 75 percent of the time that the consumer is receiving training.

(5) Training Materials

Any type of audio or computerized tutorials will be of a professional quality and match in version the software or product to which it refers. NYSCB has the right to request sample copies of instructional materials for evaluation purposes at any time.

Consumers should be provided training related handouts, commands and materials in electronic format for use during training and for reference on completion of training.

#### **4.1.6 Personnel Standards**

All staff who will provide outcome-focused and fee-based services meet the personnel standards set forth in **Section 10.5 Personnel Standards**, and the contractor must confirm this in writing. The contractor must agree and further confirm that all subcontractors hired to provide fee-based services also will meet these requirements.

#### **4.1.7 Meeting with NYSCB / Review of Assistive Equipment Lists**

Not more than twice annually, NYSCB will meet with the contractor to review new assistive technology and mutually agree on a list of hardware and software that the contractor must have available for ATC assessments.

(1) The contractor agrees that assistive technology center instructional staff will be available for policy meetings and technology seminars as deemed necessary by NYSCB.

(2) The contractor agrees that at least one (1) but not more than two (2) instructor(s) will attend two (2) meetings per year, at a date, time, and location to be determined by NYSCB, to:

- discuss technology related issues and issues related to the implementation and operation of programs affected by this Agreement; and,
- review new assistive technology and agree on a list of hardware and software that the contractor will have available for ATC assessments.

NYSCB will pay the cost of any new hardware/software mutually agreed upon and determined by NYSCB to be necessary for assessments. Such equipment/software will only be provided once per calendar year, at the sole discretion of NYSCB.

(3) Travel costs will be borne by NYSCB at New York State approved travel rates then in effect for the above referenced meetings. <http://www.osc.state.ny.us/agencies/travel/travel.htm>

#### **4.1.8 ATC Staff Proficiency on New Equipment**

Contractor staff must remain current and competent in their knowledge of, and ability to train consumers on the latest assistive devices. Once the list of hardware and software that the contractor will have available for ATC assessments is approved by NYSCB (see RFP **Section 4.1.7**), the contractor must bring its ATC staff to proficiency on any new technology within six months from the date of said approval, and provide written verification to NYSCB thereof.

#### **4.1.9 Consumer Referrals**

The contractor will accept all referrals from NYSCB for assessment, training, *Readiness Evaluation*, or fee-based services as defined in the ATC standards manual.

#### **4.1.10 Subcontracts**

The contractor may enter into subcontracts for the provision of fee-based services only. NYSCB reserves the right to review and approve all subcontractors to determine their compliance with qualification standards before the sub-contractor provides any such services.

#### **4.1.11 Consumer Housing and Transportation**

The contractor must locate and maintain a list of housing accommodated for legally blind persons, including those with other physical disabilities, which exists within a reasonable distance from the ATC for out-of-town trainees. Such housing must conform to all applicable building, fire, and safety codes. This consumer housing list must provide the names and addresses of at least two such housing locations.

The contractor must identify bus routes or other transportation alternatives available at reasonable cost to NYSCB consumers and provide assistance to consumers to avail themselves of these services.

#### **4.1.12 Reimbursement**

Outcome-Based Payment Procedure under Contract

## Grant RFP Template

Payments of 25 percent of the total annual outcome-based amount will be made after the last day of the 1st, 2nd and 3rd quarters, upon receipt by NYSCB of a quarterly "Payment Worksheet," as defined by NYSCB, accompanied by a completed form AC-3253S - *Claim for Payment*, showing payment due for the quarter. In the 4th quarter, payments will be based on attainment of performance targets, as described below:

- 1) After December 31 of each year of the contract period, reconciliation will be made to evaluate contractor attainment of performance targets for the preceding 12 months.
- 2) If it is determined during the reconciliation process that performance is less than 100 percent for any outcome, the 4th quarter payment will be calculated by multiplying the total number of outcomes attained by the cost per outcome for that particular outcome, and totaling the outcome amounts.
- 3) If this calculation shows an overpayment to the contractor compared with performance target attainment for the year, the contractor will be required to reimburse NYSCB for the amount of overpayment within thirty (30) days of NYSCB's request.
- 4) If the contractor attains all the performance targets for *Consumer Assessment* and/or *Consumer Training* identified in RFP **Section 10.1**, and if the contractor, after written authorization and referral from NYSCB, provides additional services in one or more of those performance target categories, the contractor will be reimbursed for those services following NYSCB's final contract reconciliation, and subject to the approval of a corresponding contract amendment by the OSC.

### Fee-Based Services Payment Procedures under Contract

- (1) Fee-based services may only be provided upon receipt by the contractor of an authorization for service from the NYSCB district office.
- (2) The contractor will be reimbursed for all NYSCB-authorized fee-based services provided upon receipt and approval by the NYSCB district office of a properly completed NYSCB Case Service Voucher in a form acceptable to OCFS and OSC with all required reports attached.

The contractor may not request nor accept payments from any NYSCB consumer for any services described in this RFP.

## **4.2 Accessibility of Web-Based Information and Applications**

Any web-based intranet and internet information and applications development or programming delivered pursuant to this procurement must comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and

Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based Intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005 as determined by quality assurance testing. OCFS will conduct such quality assurance testing and the test results must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

## 5.0 PROPOSAL CONTENT AND SUBMISSION

### 5.1 Technical Proposal Content/Work Plan

**NOTE:** This section describes the content requirements of the Work Plan and how to prepare your Work Plan to assist you with your application. Please refer to **Section 5.5 Submission of Proposals** for specific instructions on how to submit your application.

The purpose of the Work Plan is to provide a clear description of what requested project funds will pay for, the expected outcomes for the proposed project services and the programmatic rationale for the proposed project budget. The Work Plan must be responsive to the desired outcomes identified in **Section 4.1 Desired Outcomes and Program Requirements** of the RFP and provide value to the OCFS mission. OCFS expects that all project services funded by this initiative will be designed to be culturally and linguistically competent and cost efficient. Appropriate planning and development activities must be conducted by applicants to promote responsiveness to the target population of this RFP. Services provided must accommodate cultural and linguistic requirements of the target population and/or community to be served.

Your proposal will be rated based on your organization's responses to the above sections. Please be sure to address all of the questions in each section comprehensively, yet succinctly. The number of points allocated to each area in the technical review appear in (parentheses) after each section below. OCFS reserves the right to add additional bonus points to the final score/rating for proposals that are responsive to **Section 2.2 OCFS Statewide Considerations**.

#### Guidelines for Each Section

1. Proposed Project Plan/Narrative: Thoroughly describe how your Assistive Technology Center will meet the requirements set forth in this RFP, **Section 4.1**, paying particular attention to the following:
  - a. Physical Plant: Describe your physical plant and provide assurances that the physical plant will conform with the requirements described in **Section 4.1.5 (1)**.

- b. Equipment: Provide assurances that you will utilize and maintain your equipment or equipment provided by NYSCB for consumer assessments in the manner described in **Section 4.1.5 (2)**.
- c. Outcome-Based Services: Describe how you will provide *Consumer Assessments, Consumer Training and Readiness Evaluations* in a manner that meets the outcomes described in **Section 4.1.3**, conforms with the Duration of Service requirements in **Section 4.1.5(3)**, and will meet the Anticipated Annual Performance Target requirements listed in **Section 10.1**.
- d. Fee-Based Services: Explain how you will maintain the capacity to provide the seven (7) Fee-Based Services listed in **Section 4.1.4**, on an as-needed basis for the NYSCB district office. As part of the proposal, the bidder must agree that it will perform the Fee-Based Services at the rates identified in **Section 10.4. Technical Job Coach Development** - As part of the proposal, bidders should describe how they will provide technical job coaching training to any personnel referred by the providers for this service. Bidders should also describe how they will recruit and train individuals to provide job-coaching services. There are several possible scenarios for developing job coaches, including training before referrals for coaching services, training after referrals for coaching services, and given the particular technical coaching needed, identifying individuals who will not require training in order to provide coaching services. On-Site Technical Support - As part of the proposal, bidders should describe how they will identify and train one or more staff members at the NYSCB consumer's job/education site who will provide technical support on the consumer's assistive equipment configuration. Technical Support for Placement Staff - As part of the proposal, bidders should present a plan for developing linkages with job placement specialists and for developing the technical skills of placement providers referred by NYSCB.
- e. NYSCB Assistive Technology Center Standards Manual (ATC standards manual) (available on-line at <http://ocfs.ny.gov/main/cb/assets/ATC-Manual.pdf>) Provide a representation that you have thoroughly reviewed the ATC standards manual and that, if awarded a contract in response to this RFP; all services provided by your ATC will be in conformance with the requirements defined in the ATC standards manual.
- f. Staff Proficiency: Thoroughly describe how the ATC staff who provide services to NYSCB consumers will maintain their proficiency on the hardware and software mutually agreed upon by NYSCB and the contractor, as referenced in **Section 4.1.8**. Further, as part of the proposal, the bidder should provide a description of how it proposes that ATC staff will maintain proficiency on all new equipment.
- g. Consumer Housing and Transportation: Include a description of the housing and transportation accommodations. As part of the proposal, the bidder should affirm that housing accommodated for legally blind persons, including those with other physical disabilities, exists within a

**Grant RFP Template**

reasonable distance from the ATC for out-of-town trainees, and that the housing conforms with all applicable building, fire, and safety codes. The bidder also should provide the names and addresses of at least two (2) such housing alternatives.

Also, as part of the proposal the bidder also should verify that there is accessible transportation from the housing to the ATC and provide the distance in miles from the housing to the ATC. The bidder also should identify the bus routes or other transportation alternatives and the costs thereof available to NYSCB consumers.

- h. Attach any current service pamphlet or brochure to this section of your proposal (if one is available).
2. Service Delivery Area(s): Specify the Service Delivery Area(s) in which you propose to provide services. Your selection must conform with one of the Service Delivery Areas listed in **Section 10.2**.

**NOTE:** If you choose to provide services in more than one Service Delivery Area, you must submit a separate proposal for each area. You also must represent to NYSCB that you will permanently locate an Assistive Technology Center in each of the area(s) you propose to serve. This Physical Plant must be available at the start of the contract.

3. Organizational Experience: Describe the history of your organization and provide evidence that it has the capacity to successfully undertake this project. Describe how the management of your agency supports the proposal for this program. Provide evidence of your organization's ability to hire and maintain staff, to coordinate effectively with other agencies, and to maintain this program. Attach an organizational chart that shows how this program fits into the organization's goals and mission.

Provide a summary of the organization's history in delivering the proposed services, including the following specifics:

- a. The name and address of the organization and the address of its main place of business.
  - b. The address of the proposed ATC site where the service will be provided.
  - c. The name and title of the organization's chief operating officer.
  - d. The name, title, and telephone number of the individual submitting the proposal.
4. Project Staff Qualifications: Provide the name and title of staff who will have primary supervisory responsibility for conducting the services you propose to offer; provide a curriculum vita for this individual. If no staff member currently exists for the position, describe the qualifications you will require to fill the position.

- a. Please also provide the name and title of all other staff that will have a role in providing the services described in your proposal, and summaries of their education and experience.

## **5.2 Proposed Budget**

Follow these instructions carefully as you complete the budget (See Attachment 1). Use the following directions to briefly describe the expenses included in each budget category. The detail requested is essential to expedite the contract process. Accuracy and completeness are critical.

Ensure the following:

- The cost of items is described in the budget narrative and for every line item of expense, the specific calculations for determining the total cost of each item is included in the narrative.
- All items covered by OCFS funds are directly related to the provision of services indicated in the proposal.
- All expenses are incurred *within* the contract period.
- All shared costs are prorated.
- Reimbursement for travel, lodging and mileage costs do not exceed the state rates currently in effect.
- All amounts listed on the budget summary form reconcile with the relevant budget narrative information.
- The total Grant Funds agrees with the amount requested on the Contract Face Page.

### **Non-Allowable Costs**

The following items *cannot be included* as OCFS funded costs within the project budget:

- Major capital expenditures such as acquisition, construction or structural renovation of facilities
- Interest costs, including costs incurred to borrow funds
- Costs for preparation of continuation agreements and other proposal development costs
- Costs of organized fundraising
- Legal fees to represent agency/staff
- Advertising costs, except for recruitment of project personnel, program outreach and recruitment of participants
- Entertainment costs, including social activities for program and staff, unless directly associated with the project
- Costs for dues, attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the project

## PERSONAL SERVICES

### Personal Services (Salaries)

- List only staff positions included in the funded project.
- List the percentage of time each staff member will spend on this project.
- The percentage of time an employee is engaged in this project (or projects) cannot exceed 100 percent.
- List the base (annual) salary for each staff position.
- The base salary should reflect the employee's actual annual salary. The annual salary should be consistent across all projects that the employee's time is charged to.
- If a position has both administrative and programmatic responsibilities, show the position on two lines, one for programmatic responsibilities with associated percentage of time and one for administrative responsibilities with associated percentage of time. Identify administrative positions in the "Personal Narrative." The percentage of time for the position cannot exceed 100 percent.
- List total fringe benefit cost for all personnel.
- If the proposed project is currently operational, provide information on the percentage of salary increases, if any, included in the requested budget. Justification for raises must be provided.
- If you anticipate cost of living or merit raises during the contract year, include the increases in the base annual salary charged to the project and note the effective date of the raise.

Personal Services Salary Narrative: Give a brief description of the program related responsibilities of each staff position supported by the grant funds.

### Personal Services (Fringe)

Fringe Narrative: Fringe benefits should be budgeted in line with your organization's policy. The total fringe benefits chargeable to this contract should not exceed the current approved fringe rate, which can be found on the OSC website at [Fringe Benefits](#). A higher rate may be considered with justification; any such justification must be included with your application.

- List the fringe benefit rate(s) and the positions to which the rate(s) apply.
- Provide a complete list of benefits used to calculate rate(s) (e.g., Social Security-FICA, NYS Unemployment Insurance-SUI; NYS Disability Insurance and Worker's Compensation). These can be listed on the extra lines under "Personal Services." Be sure to clearly identify "Fringe."

## NON-PERSONAL SERVICES (NPS)

Contractors are required to spend thirty percent of their discretionary budget through a NYS certified Minority or Women-Owned Business Enterprise (MWBE)

in compliance with Article 15-A of the NYS Executive Law. As your organization develops its NPS budget for this contract, you must identify the discretionary purchases that are subject to the MWBE goal (See **Section 7.10** for more information.)

Use the DISCRETIONARY BUDGET NARRATIVE WORKSHEET of the Attachment B – BUDGET SUMMARY to specify the portion of your NPS budget subject to the MWBE spending goal.

- Provide an explanation for all items excluded from the MWBE spending goal.
- Calculate the amount of the MWBE participation goal to be met based on this total discretionary NPS;

### **Contractual Services**

- This category includes costs for institutions, individuals or organizations external to the agency.
- Include expenses for equipment rental/lease agreements. For equipment rentals:
  - Clearly describe item(s).
  - Include model # and specifications if possible.
  - Indicate term and rate of rental.
  - Provide a justification for the rental of all equipment by giving a brief description of the program related equipment supported by grant funds.
- Vehicle lease for participant travel, when such travel has been approved by OCFS, must be programmatically justified.
  - Explain the purpose of the travel.
  - Number of participants.
  - Estimated miles.
  - Frequency of travel (e.g., per day, per week).
  - Be as clear as possible in explanation of need and cost.
  - Show the percentage of time the vehicle will be used by the project and only include requested funds for this percentage.
- Specify the services to be provided and indicate how the cost was determined.
- Delineate between administrative and program items.
- Indicate whether consultant's rate includes travel and lodging.
- The OCFS share of travel expense must be based upon state guidelines; payment cannot exceed the state rates currently in effect. Refer to <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- If a subcontractor or consultant expense is more than \$15,000, three written bids are required. If you are unable to obtain three written bids, a justification as to price reasonableness is required. If other than the lowest bidder was selected, please provide justification.
- If the consultant/contractor is reimbursed at an hourly rate, the hourly rate and the number of hours must be calculated accurately and be included in the budget narrative.
- If an award is made, the contractor must get prior written approval from OCFS for any agreement, or series of agreements, with a single subcontractor that

exceeds \$50,000 or 50 percent of the contract value during the contract term. The contractor must receive such approval prior to executing the subcontract agreement, implementing any activity under its term or expending contract funds under its term. Prior approval is also required for any cost or term amendment to approved subcontracts or as otherwise requested by OCFS.

**MWBE Discretionary Determination:** Review each line item included under this category to determine which expenses are discretionary and included as part of the MWBE goal.

## Travel

- Includes staff travel only
- Consultant travel should be shown under the “Subcontractor/Consultant” category.
- Client travel should be shown under the “Other Expenses” category.
- Reimbursement for travel, lodging, and mileage costs will not exceed the state rates then in effect.
- OCFS bases travel reimbursements on the latest approved policies and rates set forth by the OSC.
- Approved mileage rates are updated on the OSC web page: <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- Travel costs include the following: air, train, bus and taxi fare; personal auto, parking fees, tolls, lodging and meals.
- Explain which staff will be traveling and the destination, purpose, and frequency of travel.
- For local/day travel and extended travel, list the following for each trip: destination, length of stay, purpose, number of travelers, mode of transportation and its cost, meals and lodging costs.
- Any conferences or trainings to be attended need to be an integral and essential part of this particular program and necessary in connection with the project to be funded.
- All out of state travel must be pre-approved by OCFS.

**MWBE Discretionary Determination:** Travel is considered non-discretionary and is not subject to the MWBE goal.

## Equipment

- This section is used to itemize both purchased and rental equipment costs.
- Clearly describe item(s).
- Indicate term and rate of rental.
- Provide a justification for the rental of all equipment.
- Equipment is defined as tangible personal property having a useful life of two (2) years or more and an acquisition value of \$5,000 or more per unit.

## Grant RFP Template

- Equipment may be purchased or rented, whichever is more economical. Equipment rental should be shown under the “Contractual/Consultant” category.
- Cars or vans cannot be purchased. They may be leased if required for program operation. If vehicles are leased, the costs must be listed under the “Contractual/Consultant” section of the budget.
- Any budget requests for equipment purchase **using grant funds** must be fully explained and justified by program need. Note that equipment purchases are generally not allowed for 12-month contracts.
- Itemize any equipment to be purchased by type and cost.
- Explain the program function and need for all items. Be as specific as possible.
- Clearly describe the item and itemize the cost. If the item is to be used by more than one program, the cost must be prorated.
- Delineate between administrative and program items.
- Obtain three price quotes for any single equipment item costing over \$2,500 or three written bids for any single item costing over \$5,000. If a bidder other than the low bidder is selected, a statement must be submitted explaining why that vendor was selected.

Equipment Narrative: Give a brief description of the program related equipment supported by grant funds.

**MWBE Discretionary Determination:** Review each line item included under this category to determine if which expenses are discretionary and included as part of the MWBE goal.

### **Supplies**

- Supplies are those items consumed during the term of this contract.
- Describe items to be purchased and provide details showing how estimated costs were developed.
- List major supply items (used for office, program, janitorial, etc.).
- Justify these costs in terms of number of staff and programmatic functions, and how the request relates to service provision.
- Delineate between administrative and program items.

**MWBE Discretionary Determination:** Review each line item included under this category to determine which expenses are discretionary and included as part of the MWBE goal.

### **Other Expenses**

#### **Space/Property (Own)**

If the grantee owns the building, they must charge occupancy costs rather than rental costs. Occupancy costs must be true costs made to a third party, for

example, mortgage payment, cleaning costs, snow removal and general maintenance.

- Provide description of space.
- Provide justification.
- Provide itemization of total costs.

Space/Property Own Narrative: Provide a detailed explanation of all space and property costs supported by grant funds.

**MWBE Discretionary Determination:** “Space/Property” is considered non-discretionary and is not subject to the MWBE goal.

### Utilities

- Provide description.
- Provide justification.

Utilities Narrative: Provide a detailed explanation of all utility costs.

**MWBE Discretionary Determination:** Utilities are not normally considered a discretionary expense and may be excluded.

### Operating Expenses

- This section is used to itemize costs associated with the operation of the program, including but not limited to, insurance, bonding, photocopying and advertising.
- Provide description.
- Provide justification.

Operating Expenses Narrative: Provide a detailed explanation of all operating expenses. You must review each line item included under this category to determine if any of these expenses can be considered discretionary.

**MWBE Discretionary Determination:** Review each line item included under this category to determine which expenses are discretionary and included as part of the MWBE goal.

### Printing Services

- All agencies and subcontractors must make reasonable efforts to secure the lowest responsible bidder for printing services.
- In instances where a printing job is in excess of \$5,000, documentation of three (3) telephone bids is required showing that the lowest cost source has been used. This information must be provided with the *payment* claim. The state strongly encourages the participation and utilization of minority and women-owned printing firms.

- Program materials printed using these funds must be pre-approved by OCFS.

Printing Services Narrative: Provide a detailed explanation of all operating expenses.

**MWBE Discretionary Determination:** Review each line item included under this category to determine if which expenses are discretionary and included as part of the MWBE goal.

### **Other Expenses/Miscellaneous**

- Food and refreshments are not allowable expenses for staff.
- Include items that are not applicable under any other category and that are directly related to the services to be provided.
- These items may include postage, client travel, telephone and communication, shipping, delivery and messenger services, audio-visual and print production costs (see note below for more specific instructions), materials, development costs, advertising costs for recruiting new hires, books, journals, periodicals, computer time, library services, audio-visual services, facility rental, and off-site rental.
- Information on these costs, including how the estimates were calculated (e.g., cost per hour, cost per page, cost per square foot, etc.) should be provided in the budget narrative.
- Delineate between administrative and program items.

Other Expenses Miscellaneous Narrative: Provide a detailed explanation of all operating expenses.

**MWBE Discretionary Determination:** Review each line item included under this category to determine if which expenses are discretionary and included as part of the MWBE goal.

### Administrative Worksheet

#### A. For Federal Awards

For federally funded contracts (includes any contract supported in whole or in part with federal funds):

- OCFS will reimburse the federally approved indirect cost rate for federally funded contracts up to any statutory caps required by the funding streams and in accordance with the terms and conditions of the federal award. A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.

## Grant RFP Template

- If your agency does not have a federally approved indirect cost agreement, and your agency is a non-federal entity that has never received a negotiated indirect cost rate, except for a governmental department or agency unit that receives more than \$35 million in direct federal funding, you may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) or you may elect to follow the rules for state funded awards in section B. below. Please see federal regulations at 2 CFR 200.414(f) for the applicable legal requirements for this option.
- MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub award in excess of \$25,000.
- Use of a federally approved indirect cost rate, or the de minimis rate, as described above, if applicable, must be in accordance with all applicable federal rules to include 2 CFR Part 200.

All costs claimed under the contract must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented.

### B. For State-Funded Awards:

Total administrative costs (indirect cost plus any directly charged administrative personnel, related fringes and non-personal services) are limited to 15 percent of the grant award.

- Indirect costs are considered in the total administrative costs for this project.
- Some common methods of allocating indirect costs are based upon time, space, units of service or percentage of funding.

All costs included in the direct cost categories must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented.

**MWBE Discretionary Determination:** Indirect cost is not considered a discretionary expense and may be excluded.

### 5.2.1 Cost Per Outcome

As an essential part of the proposal, the bidder must propose a cost per outcome for *Consumer Assessments* and *Consumer Training* for each of the five years of the project. **The proposed costs may not exceed the limits shown in Section 10.3 Maximum Cost Per Outcome.**

Using the cost per outcome you have proposed and the anticipated annual performance targets for *Consumer Assessment*, *Consumer Training* and *Consumer Readiness Evaluation* presented in **Section 10.1**, propose a total annual cost for outcome services for the five-year period of the contract which will result from this RFP, as described in **Section 10.3**.

Using your proposed cost per outcome for each outcome service and the Anticipated Annual Performance Target number estimates in **Section 10.1** for the area(s) in which you propose to provide services (see **Section 10.2**), calculate a total cost for the provision of outcome-based services for the five-year project period.

NYSCB may occasionally have the need to provide services to more individuals than the number listed in the Anticipated Annual Performance Targets (see **Section 10.1**), in which case the contractor will be reimbursed for those additional services, as described in **Section 4.1.12(4)**. **Therefore, in your proposal you should confirm that you have the capacity to provide services to at least 20 percent more individuals than the numbers listed in Section 10.1**, for each of the five years of the project (see Attachment 2).

To substantiate the reasonableness of the cost per outcome proposed, the bidder must complete the budget documents (see Attachment 1 and **Section 5.2**) for all costs relevant to the proposed program/services.

**Please note the following:**

NYSCB will not pay or reimburse bidders for any costs incurred in the submission of this proposal.

### **5.2.2 Fee-Based Services Rates**

The seven (7) fee-based services listed in **Section 4.1.4**, will be paid based on the fee schedule in **Section 10.3**.

### **5.3 Key Concepts**

This section intentionally left blank.

### **5.4 Proposal Content**

See RFP Attachment 3 Application Checklist.

## 5.5 Proposal Submittal Process

1. Application/Proposal packages should be sent to:

Director of Contracts  
**RFP # 2017-07** NYSCB ATC  
New York State Office of Children and Family Services  
52 Washington Street  
Room 202S – RFP Unit  
Rensselaer, NY 12144

2. Applications/Proposals must be received no later than the time and date as specified in **Section 1.2 Calendar of Events**. The acceptance of late or incomplete submissions will be at the sole discretion of OCFS. Faxes or e-mail submission will not be accepted.
3. Each application/proposal must contain two (2) sets with original signatures of all required materials and three (3) copies and one (1) CD (or other electronic media) copy of Program Plan/Narrative only (see **Section 5.1**). The Application Checklist (See Attachment 3) will provide an aid in assuring that all requirements are included. Submit the Application Checklist behind your application cover page (see Attachment 4).

## 6.0 MINIMUM CRITERIA/EVALUATION PROCESS

### 6.1 Minimum Criteria (Pass/Fail Review Criteria)

- Proposals must be received no later than the date/time specified in **Section 1.2 Calendar of Events**.
- Bidders must meet the Minimum Qualifications to submit a Proposal in accordance with **Section 3.1 Minimum Qualifications** or **Section 3.2 Prequalification Process**. Bidders not meeting these requirements will be disqualified from further consideration.
- Bidder must propose a cost per outcome for *Consumer Assessments*, a cost per outcome for *Consumer Training*, and a cost per outcome for *Consumer Readiness Evaluation* (see Attachment 2) which does not exceed the maximum allowed costs per outcome as stated in RFP **Section 10.3**.
- The proposal must include a budget (see **Section 5.2** and Attachment 1).

### 6.2 Evaluation Process

OCFS will evaluate each proposal based on the “best value” concept. “Best value” means the basis for awarding contracts for services is the offer, which “optimizes quality, cost, and efficiency among responsive and responsible offerers”.

In order to provide as much accessibility as possible for legally blind participants, seven (7) awards will be made; one (1) in each of the service delivery areas noted in **Section 10.2**. Proposals will be sorted by Service Delivery Area and then scored. The highest scoring proposal for each service delivery area will be selected for award. Bidders may submit multiple proposals, one for each Service Delivery Area(s) (see RFP **Section 10.2**). Proposals should meet the program requirements specified in **Section 4.1** and address the outcomes and performance expectations for the funding.

All proposals will be reviewed for pass / fail requirements (see **Section 6.1**). All proposals which pass, based on the pass / fail criteria, will then be scored on the basis of 40 percent for total cost, as defined in **Section 6.4**, 40 percent for Service Description, as defined in **Section 6.3**, 10 percent for Organizational experience, as defined in **Section 6.3** and 10 percent for Project Staff Qualifications as defined in **Section 6.3**. Those scores will be added together as an overall high score. In the event of a tie, the tie breaker will be the lowest total cost for the program. NYSCB reserves the right to conduct contract negotiations with the next highest bidder in the Service Delivery Area(s) (see RFP **Section 10.2**), should the agency be unsuccessful in negotiating with the highest bidder.

### **6.3 Technical Evaluation**

The Technical Proposal (evaluation of the Work Plan) will be weighted 60 percent of a proposal's total score.

Proposals will be rated by a review team using the criteria stated herein. The evaluation process will be as follows:

#### **Service Description (40 Points Maximum)**

1. Physical Plant: The proposal should include a description of the physical plant that represents its conformance to the requirements described in **Section 4.1.5(1)**.
2. Equipment: The proposal should confirm that the bidder will maintain equipment provided by NYSCB for consumer assessments in the manner described in **Section 4.1.5(2)**.
3. Outcome-Based Services: The proposal should include a thorough description of how the bidder will provide *Readiness Evaluations*, *Consumer Assessments* and *Consumer Training* in a manner that meets the outcomes described in **Section 4.1.3**, conforms with the duration of service requirements in **Section 4.1.5(3)**, and will meet the anticipated annual performance target requirements listed in **Section 10.1**.
4. Fee-Based Services: The proposal should describe how the bidder will maintain the capacity to provide the seven (7) fee-based services listed in **Section 4.1.4**, on an as-needed basis for the NYSCB district office.

5. ATC Standards Manual: The proposal should confirm that the bidder has thoroughly reviewed the ATC standards manual and, if awarded a contract, that all services provided by the ATC will conform with the requirements of the ATC standards manual, as described in **Section 4.1.1**.
6. Staff Proficiency: The proposal should describe how ATC staff who provide services to NYSCB consumers will maintain their proficiency on the hardware and software in the mutually agreed upon list, as discussed in **Section 4.1.8**.

#### **Organizational Experience (10 Points Maximum)**

1. The proposal should include a summary of the organization's history in delivering the proposed services to legally blind individuals, as required in **Section 5.1(3)**.

#### **Project Staff Qualifications (10 Points Maximum)**

1. The proposal should clearly identify the individual who will have primary supervisory responsibility for proposed services and include a curriculum vita for this individual. If no staff currently exists for the position, the proposal should describe the qualifications that will be required to fill the position.
2. The proposal should clearly identify all other staff positions that will have a role in providing the services described in the proposal, and include summaries of the education and experience of the incumbents.

#### **6.4 Cost Evaluation**

The information contained in the Cost Proposal (evaluation of the budget) will be weighted 40 percent of a proposal's total score.

#### **Reasonableness and Justification of Cost (40 Points Maximum)**

1. The proposal must include the cost per outcome for *Consumer Assessment*, *Consumer Training* and *Readiness Evaluation* in accordance with the requirements stipulated in **Section 5.2.1**.
2. The proposal must include a budget (see **Section 5.2** and RFP Attachment 1).

#### **6.5 Bonus Points: RECC**

This section is intentionally left blank.

#### **6.6 OCFS Procedure for Handling Debriefing Requests, Formal Protests and Appeals**

##### **A. Applicability**

The intent and purpose of these procedures is to define the debriefing process, as well as the protest and appeal procedures. This includes the steps that must be taken when an interested party challenges a contract award from OCFS. These procedures shall apply to all contract awards made by OCFS.

## **B. Definitions**

1. "Interested party" shall mean a participant in the procurement process and those whose participation in the procurement process has been foreclosed by OCFS.
2. "Contract award" shall mean a written determination from OCFS to an offerer, indicating that OCFS has accepted the offerer's bid or offer.
3. "Debriefing" is the practice whereby, upon request of a bidder, OCFS reviews with such bidder the reasons its bid was not selected for an award. OCFS views debriefing as a learning process so that the bidder will be better prepared to participate in future procurements.
4. "Formal Protest" shall mean a written challenge to an OCFS contract award.
5. "Procurement" shall mean any method used to solicit or establish a contract (e.g., invitation for bid, request for proposal, single/sole source, etc.)
6. "Protesting party" is the party who is filing a protest to the bid, contract award or other aspect of procurement.
7. "Formal protest determination" shall mean the determination of a formal protest by the associate commissioner for financial management of OCFS or his or her designee.
8. "Decision after appeal" shall mean the decision on the appeal of a formal protest by the executive deputy commissioner of OCFS or his or her designee.

## **C. Debriefing Request**

In accordance with section 163 of the NY State Finance Law, OCFS must, upon request, provide a debriefing to any unsuccessful offerer that responded to the RFP, regarding the reasons that the proposal or bid submitted by the unsuccessful offerer was not selected for an award.

1. OCFS will provide notice in writing or electronically to all unsuccessful offerers that the offerer will not receive a funded award under the RFP. An unsuccessful offerer wanting a debriefing must request a debriefing in writing, within fifteen calendar days of receipt of the notice from OCFS that the offerer's proposal did not result in an award.
2. OCFS, upon receipt of a timely written request from the unsuccessful offerer, will schedule the debriefing to occur within a reasonable period of time following the receipt of such request. Debriefings will be conducted in-person, unless OCFS and the offerer mutually agree to utilize other means, including, but not limited to, telephone, video-conferencing or other types of electronic communications.

3. Such debriefing will include: (a) the reasons that the proposal, bid or offer submitted by the unsuccessful offerer was not selected for an award; (b) the qualitative and quantitative analysis employed by OCFS in assessing the relative merits of the proposals, bids or offers; (c) the application of the selection criteria to the unsuccessful offerer's proposal; and (d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal, bid or offer. The debriefing will also provide, to the extent practicable, general advice and guidance to the unsuccessful offerer concerning potential ways that their future proposals, bids or offers could be more responsive.

#### **D. Formal Protest and Appeal Procedure**

Any interested party who believes that he/she has been treated unfairly in the application, evaluation, bid award, or contract award phases of the procurement, may present a formal protest to OCFS and request administrative relief concerning such action.

##### **A. Submission of Bid or Award Protests**

Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party knows or should have known of the facts that constitute the basis of the formal protest. Formal protests will not be accepted by OCFS concerning a contract award after the contract between OCFS and the offerer who received the contract award has been approved by the OSC.

##### **B. Review and Formal Protest Determination**

Formal protests must be filed with the OCFS associate commissioner for financial management.

1. Formal protests will be resolved through correspondence; however, either the protesting party or OCFS may request a meeting to discuss a formal protest. Where further formal resolution is required, the program division responsible for the procurement may designate a state employee not involved in the procurement ("designee") to determine and undertake the initial attempted resolution or settlement of any formal protest.

The OCFS program division responsible for the procurement will conduct a review of the record(s) involved in the formal protest.

2. The OCFS associate commissioner for financial management or his or her designee shall hear and make a formal protest determination on all formal protests. A copy of the formal protest determination, stating the reason(s) upon which it is based and informing the protesting party of the right to appeal an unfavorable decision to the OCFS executive deputy

commissioner, will be sent to the protesting party or its agent within thirty (30) business days of receipt of the formal protest, except that upon notice to the protesting party such period may be extended by OCFS. The formal protest determination will be recorded and included in the procurement record, or otherwise forwarded to the OSC.

C. Appeal of Formal Protest Determination

1. If the protesting party is not satisfied with the formal protest determination, the protesting party **must** submit a written notice of appeal to the executive deputy commissioner of OCFS no more than fifteen (15) business days after the date the formal protest determination is sent to the protesting party.
2. The executive deputy commissioner or his or her designee shall hear and make a decision after appeal on all appeals.
3. An appeal may not introduce new facts unless responding to facts or issues unknown to the protesting party prior to the formal protest determination.

D. Reservation of Rights and Responsibilities of OCFS

1. OCFS reserves the right to waive or extend the time requirements for protest submissions, decisions and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the state.
2. If OCFS determines that there are compelling circumstances, including but not limited to the need to proceed immediately with contract award and development of final contracts in the best interests of the state, then these protest procedures may be suspended and such determination shall be documented in the procurement record.
3. OCFS will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action, including solicitation of bids, or withdraw the recommendation of contract award prior to issuance of a formal protest decision.
4. Unless a determination is made to suspend, modify or cancel the protested procurement action, or withdraw the recommendation of contract award, OCFS will continue procurement and contract award activity prior to the formal protest determination. The receipt of a formal protest will not otherwise stop action on the procurement and award of the contract(s) or on development of final contracts.
  - a. The procurement record and awarded contract(s) will be forwarded to OSC, and a notice of the receipt of a formal protest and any appeal

will be included in the procurement record. If a formal protest determination, or a decision after appeal, has been reached prior to transmittal of the procurement record and the contract(s) to OSC, a copy of the formal protest determination or decision after appeal will be included in the procurement record and with the contract(s).

- b. If a formal protest determination or decision after appeal is made after the transmittal of the procurement record and contract(s) to OSC, but prior to OSC approval, a copy of the formal protest determination or decision after appeal will be forwarded to OSC when issued, along with a letter either: a) confirming the original OCFS recommendation for award(s); b) modifying the proposed award recommendation; or c) withdrawing the original award recommendation.
- All records related to formal protests and appeals will be retained for at least one (1) year following resolution of the formal protest. All other records concerning the procurement shall be retained according to the applicable requirements for records retention.

E. Appeal to the Office of the State Comptroller

If the protesting party is still not satisfied with the result of its protest after conclusion of the formal protest and appeal procedure described above, the protesting party **must** file a written appeal with the OSC within ten business days of the date the protesting party received OCFS's protest determination. An appeal to the OSC's Bureau of Contracts must be in writing and must contain the specific factual and/or legal allegations setting forth the basis upon which the protesting party challenges the contract award by OCFS. Such appeal must be filed with the Director of the Bureau of Contracts at the New York State Office of the State Comptroller, 110 State Street, 11<sup>th</sup> Floor, Albany, NY 12236.

## 7.0 MANDATORY CONTRACTING REQUIREMENTS

### 7.1 Contract Readiness

New York State's Prompt Contracting laws require all state agencies to complete contract development and the signatory process within statutorily-prescribed timeframes. Awardees must be available and prepared to respond within the required timeframes. If selected, awardees may be required to travel to Rensselaer, New York for contract development and will be expected to cover the costs of that travel. OCFS may rescind the awards of awardees who cannot satisfactorily complete the contracting process in order to commence services by the anticipated contract start date.

### 7.2 Standard Contract Language

The terms and conditions for all funded projects are specified in a detailed contract that must be signed by OCFS and approved by the New York State Office of the Attorney General (OAG) and the OSC before work begins or payments are made. This RFP includes all relevant contract terms and conditions, which can be found in **Section 8: CONTRACT DOCUMENTS**. Upon contract award and completion of negotiations, OCFS will send successful awardees the complete contract for development and signature prior to submitting it to the OAG and to OSC for approval.

### **7.3 Workers Compensation Insurance and Disability Benefits Coverage**

Sections 57 and 220 of the Workers' Compensation Law (WCL) and section 142 of the State Finance Law require that businesses contracting with New York State have and maintain and provide evidence of appropriate workers' compensation and disability benefits insurance coverage. In the event that an award is made from this RFP, updated proof of coverage must be provided during contract development. Failure to submit the proof will delay the contract development process, and may result in the award being rescinded. Municipalities are not required to show proof of coverage.

**Please note: The ACCORD form is not acceptable proof of Workers' Compensation or Disability Insurance coverage.**

#### **A. Proof of Workers' Compensation Coverage**

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a state contract, or contract renewal, submit appropriate proof of coverage to the state contracting entity issuing the contract. To prove the awardee has appropriate workers' compensation insurance coverage, submit ONE of the following four forms: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- **Form C-105.2** - *Certificate of Workers' Compensation Insurance* issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - *Certificate of Workers' Compensation Self-Insurance*; or **Form GSI-105.2** *Certificate of Participation in Workers' Compensation Group Self-Insurance*; or
- **CE-200** - *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*.

#### **B. Proof of Disability Benefits Coverage**

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a state contract, or contract renewal, submit appropriate proof of coverage to the state contracting entity issuing the contract. To prove the awardee has

appropriate disability benefits insurance coverage, submit ONE of these three forms: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- **Form DB-120.1** - *Certificate of Disability Benefits Insurance*; or
- **Form DB-155** - *Certificate of Disability Benefits Self-Insurance*; or
- **CE-200** - *Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage*.

#### **7.4 Contractor Employee and Volunteer Background/Confidentiality Non-Disclosure Agreement Forms (if applicable)**

New York State law requires that any client identifiable information be kept confidential. Any contractor who will provide goods and/or services to a residential facility or programs operated or provided by OCFS must require all of its employees and volunteers who will have the potential for access to OCFS consumers to complete and sign the [Confidentiality Non-Disclosure Agreement \(OCFS-4715\)](#) and [Contractor Employee and Volunteer Background Certification \(OCFS-4716\)](#) forms. These forms must be completed before any such employees and/or volunteers are permitted access to youth in the care or custody of OCFS, OCFS/NYSCB consumers, and/or any financial and/or client identifiable information concerning such youth or OCFS/NYSCB consumers. **The forms must be completed after the bidder has been awarded funding, during the contract development.** For additional information see Attachment A-1, **Section 3b. "Confidentiality and Protection of Human Subjects"**, located in **Section 8.0: Contract Documents** – Attachment A-1, Agency Specific Terms and Conditions.

#### **7.5 Charities Registration (not-for-profit corporations only)**

Not-for-profit vendors must be registered with the New York State Office of the Attorney General as a charitable organization, and the registration must be up to date at the time of contracting. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration information, contact: [https://www.charitiesnys.com/RegistrySearch/search\\_charities.jsp](https://www.charitiesnys.com/RegistrySearch/search_charities.jsp)

#### **7.6 Federal Requirements**

See Attachment A-2, *Federally Funded Grants*, located in **Section 8 Contract Documents** for federally funded opportunities.

#### **7.7 Required Electronic Payments and Substitute Form W-9**

The Governor's Office of Taxpayer Accountability has issued a directive that all state agency and state authority contracts, grants and purchase orders executed after February 28, 2010 shall require vendors, contractors and grantees to accept electronic payment (e-pay).

As New York State proceeds with implementing the new Statewide Financial System (SFS), the OSC is preparing a centralized vendor file. To assist OSC in this project, vendors are directed to provide a *Substitute Form W-9* which includes the taxpayer identification number, business name, and business contact person. This data is critical to ensure that the vendor file contains the information state agencies need in order to contract with and pay vendors.

Please note that the contractor payee name and address provided to OSC for the epay program must match exactly the contractor name and address contained in the contractor's contract with OCFS. If these do not match, then a check is printed and mailed to the payee. Note that limited exemptions may be granted for extenuating circumstances.

Vendors should file a *Substitute Form W-9* with their Electronic Payment Authorization form.

Further information concerning these requirements, including forms and contacts for questions, can be found at the following links:

<http://www.osc.state.ny.us/epay/how.htm>

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/> (Guide to Financial Operations)

## **7.8 Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that it is not on the Prohibited Entities List, as defined by the *Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012* (the Act), which is 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." 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 OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased engagement in the investment activity that is in violation of the Act within 90 days after the determination of such violation, then OCFS 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, terminating the contract and/or declaring the contractor in default.

OCFS 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.

## **7.9 Statewide Financial System**

Recipients of grant awards must also be registered in the New York Statewide Financial System (SFS) Central Vendor Registry File and provide their identification number at the time of contracting. To register and for additional information on the vendor file, visit:

[http://www.osc.state.ny.us/vendor\\_management/index.htm](http://www.osc.state.ny.us/vendor_management/index.htm)

## **7.10 Minority- and Women-Owned Business Enterprises (MWBE) – Equal Employment Opportunity (EEO) - Requirements and Procedures**

This section outlines contractor requirements and procedures for business participation opportunities for New York State certified Minority- and Women-Owned Business Enterprises (MWBE) and Equal Employment Opportunities (EEO) for minority group members and women. For more information and details regarding required forms, see [Appendix MWBE](#).

### **7.10.1 New York State Executive Law (Article 15-A)**

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations OCFS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OCFS contracts.

### **7.10.2 MWBE Business Participation Opportunities – OCFS Established Goals**

- A. For purposes of this solicitation, OCFS hereby establishes an overall goal of 30 percent for MWBE participation, 15 percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 15 percent for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs), however, strict adherence to the suggested 15% MBE and 15% WBE utilization goal is not required as long as the overall goal of 30 percent is met. A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that

OCFS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. Click on the MWBE Directory on the right hand side. For guidance on how OCFS will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

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

### **7.10.3 Contract Compliance**

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and OCFS may withhold payment as liquidated damages.

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

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting OCFS.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OCFS for review and approval.

OCFS will review the submitted MWBE Utilization Plan and advise the respondent of OCFS acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OCFS a written remedy in response to the notice of deficiency, to MWBEINFO@ocfs.ny.gov. If the written remedy that is submitted is not timely or is found by OCFS to be inadequate, OCFS shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

OCFS may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If OCFS determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OCFS, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to OCFS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

#### **7.10.4 Equal Employment Opportunity (EEO) Requirements**

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation,

planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination 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. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form # 4, to OCFS with its bid or proposal.

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by OCFS on a Quarterly basis during the term of the Contract.

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

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

#### **7.11 Service-Disabled Veteran-Owned Business (SDVOB)**

[The Service-Disabled Veteran-Owned Business Act](#), signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB

Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the state and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs that are responsible and responsive for at least six (6) percent of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to state contracts through Set Asides, please refer to the following:

- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides
- <http://ogs.ny.gov/Core/SDVOBA.asp>

## **7.12 Omnibus Procurement Act**

The *Omnibus Procurement Act of 1992* requires that by signing a bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:

1. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project and has retained the documentation of these efforts to be provided upon request to the State of New York; and has
2. Documented its efforts to encourage the participation of New York state business enterprises as suppliers and subcontractors by showing that it has:
  - solicited bids, in a timely and adequate manner, from ESD business enterprises, including certified minority/women-owned businesses; or
  - contacted ESD to obtain listings of New York State business enterprises and MWBEs; or
  - placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or
  - participated in bidder outreach conferences; and
  - provided a statement indicating the method by which they determined that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, *if the contractor has determined such*; and

## Grant RFP Template

- provided a statement verifying no intention of using subcontractors, *if the contractor has no such intention.*
- 3. The contractor has complied with the *Federal Equal Opportunity Act of 1972* (P.L. 92-961), as amended.
- 4. The contractor will be required to notify New York State residents of employment opportunities by listing any such positions with the Community Services Division of the New York State Department of Labor, providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The agency agrees to document these efforts and to provide said documentation to OCFS upon request.
- 5. Bidders located in a foreign country are notified that the state may assign or otherwise transfer offset credits to third parties located in New York State, and the bidders shall be obligated to cooperate with the state in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the state to be necessary or desirable to effectuate such assignment or transfer and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.
- 6. Bidders are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principle place of business is located in a “discriminatory jurisdiction.” Discriminatory jurisdiction is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a nongovernmental entity influenced by the same. A list of discriminatory jurisdictions is maintained by commissioner of the New York State Empire State Development Corporation.

### **7.13 Other Requirements [Optional]**

This section intentionally left blank.

## **8.0 CONTRACT DOCUMENTS**

The contract documents consist of the documents listed below.

1. Face page
2. Signatory page
3. NYS Standard Terms and Conditions (State of New York Master Contract for Grants)
4. Attachment A-1 (Agency-Specific Terms and Conditions)
5. Attachment A-2 (Federally Funded Grants)
6. Attachment B: Budget and Instructions
7. Attachment C: Work Plan

8. Attachment D: Payment and Reporting Schedule

NYS Standard Terms and Conditions (State of New York Master Contract for Grants)

is located in the **NYS Grants Gateway System (GGS)** at the following link:

[http://www.grantsreform.ny.gov/sites/default/files/docs/nys\\_master\\_contract\\_for\\_grants\\_8\\_14.pdf](http://www.grantsreform.ny.gov/sites/default/files/docs/nys_master_contract_for_grants_8_14.pdf)

## 9.0 GLOSSARY OF OUTCOME-BASED CONTRACTING TERMS

**Fiscal Documentation**: Documentation necessary for payment.

**Grants Gateway**: The New York State Grants Gateway went into operation on May 15, 2013, and serves as the primary outlet for state agencies to post upcoming and available funding opportunities.

**Guide to Financial Operations (GFO)**: This website was created as the central storehouse of OSC policies and is intended to replace individual OSC Bulletins. The GFO can be found at <http://www.osc.state.ny.us/agencies/guide/MyWebHelp>.

**Legal Documents**: Legally required application/contract components.

**Organizational Qualifications**: The organizational characteristics and capacity (e.g., agency mission, past accomplishments/experience in serving the target population or in providing similar services to a different population, experience in collaborating with community agencies needed for program success, key people, and fiscal capability) that are likely to result in successful performance target attainment.

**Baseline Estimate**: The projected status of the target population without the proposed intervention. A baseline is the best estimate, using prior program experience, collected data, and/or research results, of what would happen to the target population without the program's intervention and its benefits. Projection should be numerical (a number or a percentage). A baseline estimate is required for each performance target.

**Outcomes**: The desired benefits or changes for the target population following their interaction with a program. These are the expected results of program intervention. Outcomes may relate to knowledge, skills, attitudes, behaviors or conditions. Either the investor or provider may set them. (They are broader, and more general than performance targets. They do not require numerical projection). In some instances, the outcome may be a system change rather than an individual behavior change.

**Performance Targets**: Performance targets are the *measurable* verifiable improvements in the condition or behavior of program recipients that the provider expects to achieve *by the end of the contract period*. Targets are quantifiable

and verifiable indicators of program performance. They contribute to the attainment of the desired outcomes for the target population. Attainment of several performance targets may be needed to indicate the achievement of a single outcome. Performance targets must include a description of the methods that will be used to verify target achievement.

**Milestones:** *Measurable interim* changes in the condition or behavior of the target population used to track whether the program is on course to achieve its performance targets. These are critical points of change or target population achievement that must occur to progress towards the performance targets. You must include a description of the methods that will be used to verify milestone achievement.

**Program Budget:** Definition of program expenditures and funding sources.

**Program Description:** Detailed explanation of the means (service model, plan or approach) the provider will use to achieve its performance targets and outcomes. This should include a description of the program's core features (i.e., the kinds of services provided, their intensity and duration, the essential elements, theoretical approach, delivery strategies, involvement of target population in planning, etc.).

**Project Work Plan:** Steps necessary to implement a program.

**Staffing Pattern:** Please identify the staff assigned to a program, regardless of whether it is paid through OCFS funds.

**Target Population:** Please describe the specific group of people (individuals, families, community members or, in certain instances, the specified personnel or entity/entities) that are the focus of change, and who will directly interact with the program. In certain instances, where the desired outcome is systemic change, an agency as a whole may be considered the target population.

**Verification:** Statement of methods used to verify performance target and milestone attainment and/or submission of actual documentation.

**Vendor Responsibility:** Compliance with New York State Finance Law and guideline provisions related to vendor integrity providing reasonable assurance that the potential contractor has the capacity to perform the requirement of the contract. This includes authority to do business in the state, capacity and performance in addition to the aforementioned integrity.

**10.0 PROGRAM-SPECIFIC REQUIREMENTS AND FORMS**

**10.1 Anticipated Annual Performance Targets**

Area 1 – Buffalo

<b>OUTCOME</b>	<b>PERFORMANCE TARGET</b>
Readiness Evaluation	25
Consumer Assessment	38
Consumer Training	32

Area 2 – Rochester

<b>OUTCOME</b>	<b>PERFORMANCE TARGET</b>
Readiness Evaluation	19
Consumer Assessment	30
Consumer Training	28

Area 3 – Syracuse

<b>OUTCOME</b>	<b>PERFORMANCE TARGET</b>
Readiness Evaluation	18
Consumer Assessment	30

Grant RFP Template

Consumer Training	26
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Area 4 – Albany

<b>OUTCOME</b>	<b>PERFORMANCE TARGET</b>
Readiness Evaluation	16
Consumer Assessment	24
Consumer Training	20

Area 5 – White Plains

<b>OUTCOME</b>	<b>PERFORMANCE TARGET</b>
Readiness Evaluation	20
Consumer Assessment	32
Consumer Training	30

Area 6 – New York City

<b>OUTCOME</b>	<b>PERFORMANCE TARGET</b>
Readiness Evaluation	38
Consumer Assessment	80
Consumer Training	75

Area 7 – Hempstead

<b>OUTCOME</b>	<b>PERFORMANCE TARGET</b>
Readiness Evaluation	38
Consumer Assessment	80
Consumer Training	75



**10.2 Service Delivery Areas**

<b>Area 1 Buffalo</b>	<b>Area 2 Rochester</b>	<b>Area 3 Syracuse</b>	<b>Area 4 Albany</b>	<b>Area 5 White Plains</b>	<b>Area 6 New York City</b>	<b>Area 7 Hempstead</b>
Allegany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming	Chemung Livingston Monroe Ontario Schuyler Seneca Steuben Wayne Yates	Broome Cayuga Chenango Cortland Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego Tioga Tompkins	Albany Clinton Columbia Delaware Essex Franklin Fulton Greene Hamilton Montgomery Otsego Rensselaer Saratoga Schenectady Schoharie St. Lawrence Warren Washington	Dutchess Orange Putnam Rockland Sullivan Ulster Westchester	Bronx Manhattan Queens	Nassau Suffolk Kings Richmond

**10.3 Maximum Cost Per Outcome**

As an essential part of the proposal, the bidder must propose a cost per outcome for Consumer Assessments and Consumer Training for each of the five years of the project. **The proposed costs per outcome may not exceed the following limits:**

- Readiness evaluations.....\$400.00 per evaluation
- Consumer assessments.....\$960.00 per assessment
- Consumer training..... \$3,850.00 per training

10.4 **Fee-Based Services Rates**

<b><u>Service</u></b>	<b><u>Rate</u></b>
1. Technical job coaching .....	\$80/hr
2. On-the-job technical support.....	\$80/hr
3. Technical support for placement staff.....	\$80/hr
4. On-site evaluation.....	\$80/hr
5. On-site installation.....	\$80/hr
6. Refresher training.....	\$80/hr
7. Remote technical assistance .....	\$80/hr

## 10.5 Personnel Standards

### A. Outcome-Focused Services

#### 1. ATC Instructor

At least one member of the Contractor's instructional staff shall possess a certification or a degree in Assistive Technology training. The certification/degree must be from a nationally recognized organization, and include training/testing in all of the following areas.

- Evaluation of AT needs
- Help in acquiring AT devices
- Guidance in selecting, customizing, adapting, maintaining, repairing, or replacing AT devices
- Coordinating and using necessary interventions (for example, low vision services) with the use of AT devices
- Training or providing technical assistance to individuals with disabilities, family members or significant others, professionals, and employers in the effective use and integration of AT devices

An example of a certification from a nationally recognized organization includes the [Certified Practice in Assistive Technology credential](#) from Rehabilitation Engineering & Assistive Technology Society of North America (RESNA) or the Assistive Technology Certificate Program from the Center on Disabilities. Another example of a certification from a nationally recognized organization includes the Certified Assistive Technology Instructional Specialist for People with Visual Impairments, ("CATIS"), <https://www.acvrep.org/certifications/catis>

NYSCB reserves the right to review each certification/degree program individually to determine if it meets the standards stated above.

Additionally, 5 years of experience in AT instruction may be substituted for the above certification requirement if the staff member can demonstrate that during those five years they performed all the above functions.

All other staff employed by the ATC and performing services under this contract must have the following:

- (1) Teaching experience relevant to the instruction of legally blind individuals.
- (2) Knowledge of microcomputers and operating systems as outlined in the ATC standards manual.
- (3) Familiarity with assistive technology as outlined in the ATC standards manual.

- (4) Knowledge of Grade I and Grade II Braille or ready access to a contractor staff member knowledgeable of Grade I and Grade II Braille (e.g. Teacher of the Visually Impaired or Rehabilitation teacher, or other qualified person.
- (5) Ability to install hardware and software on both PC and Macintosh systems.

2. NYSCB Interviews

All individuals who will fill the position of instructor must be interviewed and approved by NYSCB. The Contractor agrees to refer all such individuals to NYSCB for approval prior to that individual's provision of any service in the center. If a face-to-face interview is required, NYSCB will cover the expenses of such interview.

3. Conditional Approval

Prospective instructors who do not meet the above qualifications may be conditionally approved provided that at the time of referral for approval the Contractor submits a plan with timeframes, subject to the approval of the associate commissioner of NYSCB, for that individual to attain the requisite skills. Failure to complete the plan may constitute justification for NYSCB to withhold referrals and payments, or to require the Contractor to withdraw the staff member from providing services at the center. The teaching experience requirement may not be attained in this manner.

4. Classroom Presence

The Contractor agrees to have an instructor present in the classroom for at least 75% of the time that the client is receiving training. Any type of audio or computerized tutorials must be of a professional quality and match in version the software or product to which it refers. NYSCB has the right to request sample copies of provided instructional materials for evaluation purposes at any time.

5. Meetings with NYSCB

- (1) The Contractor agrees that assistive technology center instructional staff will be available for policy meetings and technology seminars as deemed necessary by NYSCB.
- (2) The Contractor agrees that at least one but not more than two instructor(s) will attend two meetings per year, at a date, time, and location to be determined by NYSCB, to discuss technology related issues and issues related to the implementation and operation of programs affected by this Agreement.
- (3) Travel costs will be borne by NYSCB at New York State approved travel rates then in effect for the above referenced meetings.

**B. Fee-Based Services**

**Grant RFP Template**

1. Technical Job coaching Development
2. On-the-Job Technical Support Development
3. Technical Support for Placement Staff
4. On-Site Evaluation
5. On-site Installation
6. Refresher Training

These fee-based services must be provided by individuals who possess the following qualifications:

- Knowledge of microcomputers and operating systems as outline in the ATC standards manual,
- Familiarity with assistive technology as outlined in the ATC standards manual,
- Ability to install hardware and software in both PC and Macintosh systems.

## **10.6 ATC Staff Proficiency Requirements**

ATC instructor staff must be current and competent in their knowledge of, and ability to train on, the following assistive technology devices and applications:

1. Operating Systems, such as:
  - A. MS Windows (Current version and previous version)
  - B. Macintosh System (Current version and previous version)
2. Application Software, such as:
  - A. MS Office
  - B. MS Word
  - C. MS Access
  - D. MS Excel
  - E. Internet Access and Email, such as:
    1. Internet Explorer
    2. Outlook
  - F. Anti-Virus Software, such as:
    1. Norton Anti-Virus Software
3. Hardware, such as:
  - A. Printers
4. Assistive Devices, Such as:
  - A. Large Print, such as:
    1. Zoomtext (Current version and previous version)
    2. Magic (Current version and previous version)
    3. Super Nova (Current version and previous version)

B. Voice Recognition, such as:

1. Dragon Dictate Naturally Speaking Professional

C. Screen Reader Software, such as:

1. JAWS for Windows XP Pro

D. Scanning, such as:

1. Open Book
2. Kurzweil 1000

E. Refreshable Braille, such as:

1. Focus 40 Cell
2. Braille Ex 40

F. Note Takers, such as:

1. Voice Note / Braille Note
2. Pac Mate

G. CCTV's, such as:

1. Clear View family
2. Merlin Family
3. Portables like Pebble, Rudy, Versa

H. Braille Embossers, such as:

1. Juliet
2. Romeo

I. Braille Translators, such as:

1. Duxbury Braille

## **10.7 Equipment/Software Requirements**

The following equipment and software must be available at the Assistive Technology Center in sufficient quantity to meet assessment outcome targets. Items with an Asterisk (\*) will be provided by NYSCB to contractors who do not already possess them.

\* IBM compatible Notebook computer including Windows operating system, CD DVD RW Combo drive, Port replicator, Large Print quietkey keyboard, USB mouse.

\*MS Office

\*Zoomtext Large Print/Speech - Current Version

\*Duxbury Braille Translation Software - Current Version

\*Jaws - Current Version

\*Dragon Dictate Naturally Speaking Pro - Current Version

\*Open Book Scanning and Reading Software - Current Version

\*Kurzweil 1000 Scanning and Reading Software - Current Version

\*Anti-Virus Software- Current Version

\*Braille Note

Braille Embosser

Printer, - USB/Wireless

USB Scanner

CCTV Black and White or Color

\*Super Nova Large Print/Speech - Current Version

Magic Large Print Software - Current Version

**10.8 NOTICE OF INTENT TO BID**

To notify NYSCB of your intent to submit a proposal or to attend the bidders conference, both of which are optional, **please** complete and return this Notice **by the date/time specified in Section 1.2 Calendar of Events** as follows:

**Via Mail:**

Director of Contracts  
2017-07 NYCB ATC  
Office of Children and Family Services  
52 Washington Street  
Room 202S – RFP Unit  
Rensselaer, NY 12144

**Via Email:** [RFP@ocfs.ny.gov](mailto:RFP@ocfs.ny.gov)

\_\_\_\_\_ We intend to submit a proposal in response to the Assistive Technology Centers.

\_\_\_\_\_ We also will attend the bidders conference at the above indicated place and time.

\_\_\_\_\_ Number of representatives who will attend conference.

Please indicate below any accommodation your representative will require to participate in the conference.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**NOTE: Submission of the Notice of Intent To Bid by the stated due date is optional. (Attendance at the bidders conference is also optional).**

**11.0 LIST OF ATTACHMENTS**

Attachment 1 - Instructions for Budget & Narrative (see attached)

Attachment 2 - Cost Per Outcome & Total Cost Bid Form (see attached)

Attachment 3 - Application Checklist (see attached)

Attachment 4 - Appendix D Application Cover Page – Agreement (see attached)