REQUEST FOR PROPOSAL (RFP) #1000 SOLICITED BY THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
FOR
DISASTER CASE MANAGEMENT SERVICES: NYS 4615-DR-NY
(REMNANTS OF TROPICAL STORM IDA)

BID DUE DATE: POST MARKED NO LATER THAN JANUARY 10, 2022
ISSUE DATE: DECEMBER 13, 2021

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1. INTRODUCTION

1.1 Overview

The New York State Division of Homeland Security and Emergency Services (DHSES) is soliciting proposals, on behalf of the Office of Disaster Recovery (DHSES/Recovery). The intent of this solicitation is to contract with a qualified firm that can provide Disaster Case Management Services (DCM) to New York State citizens impacted by Federally Declared Disaster, 4615-DR-NY Remnants of Tropical Storm IDA. The funded performance period for these services will expire 24 months from the date of the major disaster declaration, with an option for extension. The program will commence immediately upon the Office of the State Comptroller’s approval of the contract. The awarded Contractor shall provide various DCM Specialists titles including but not limited to:

1) Program Manager  
2) Finance Manager  
3) Data Manager  
4) Construction Cost Analyst  
5) Case Management Supervisor  
6) Case Manager  
7) Administrative Assistant  
8) Data Entry Specialist  
9) Trainer

Refer to Section 5 – Detailed Scope of Work/Service Requirements for the detailed service requirements to be included under this solicitation.

1.2 Availability of Funds

Availability of funds and awards are subject to the approval of New York’s State’s federal application for NYS Disaster Case Management Services for NYS 4615-DR-NY (Remnants of Tropical Storm Ida).

1.3 Designated Contact

In compliance with the Procurement Lobbying Law, Tammy Leone-Curtis, Deputy Director for Disaster Recovery Finance, NYS Division of Homeland Security and Emergency Services has been designated as the PRIMARY CONTACT for this procurement and may be reached by email or voice for all inquiries regarding this solicitation.

Tammy Leone-Curtis, Deputy Director for Disaster Recovery Finance  
NYS Division of Homeland Security and Emergency Services  
1220 Washington Avenue  
Building 7A 4th Floor  
Albany, New York 12242  
Voice: 1-518-473-9330 / Email: tammy.leone-curtis@dhses.ny.gov

In the event the designated contact is not available; the alternate designated contact IS:

Joann Tierney-Daniels, Deputy Director for Disaster Recovery Finance  
NYS Division of Homeland Security and Emergency Services  
1220 Washington Avenue  
Building 7A 4th Floor  
Albany, New York 12242  
Phone: 518-408-8738 / Email: joann.tierney-daniels@dhses.ny.gov
1.4 Minimum Proposer Qualifications

Proposers are advised that the State’s intent is to ensure that only a responsive, responsible, qualified, and reliable contractor enter into a contract to perform the work as defined in this document.

The State considers the following qualifications to be a pre-requisite to be considered as a qualified Proposer for purposes of the solicitation.

The following minimum requirements must be met by each proposer:

- Proposer must have a minimum of two (2) years’ experience providing DCM services to impacted citizens following a Major Disaster declaration.
- Knowledge of FEMA Disaster Relief programs available following a Major Disaster Declaration to include Individual Assistance Programs.
- Knowledge and experience of available services in the counties impacted by 4615-DR-NY (see section 2.1.a), familiarity with cultural, ethnic, linguistic, and other demographics of the impacted population. The proposer should have the resources to provide culturally appropriate services and respond to the unique needs of these populations.
- Must employ data systems that meet requirements to protect personally identifiable information of service recipients. The contractor will be required to utilize an information storage and referral system that is capable to safeguard Personal Identifiable Information, produce reports, and be compliant with current privacy protection laws and other information standards.
- Must employ a system/process that is responsible for tracking the accounting and expenditures, cash management, maintenance of financial records, and refunding expenditures if applicable in accordance with program guidance and applicable laws and regulations.

1.5 Key Events

The Table below outlines the tentative schedule for important action dates.

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>DHSES Issues RFP #1000</td>
<td>December 13, 2021</td>
</tr>
<tr>
<td>Proposers Questions Due to DHSES including any exception waiver request (Refer to Sections 3.1 and 5.9)</td>
<td>December 21, 2021</td>
</tr>
<tr>
<td>DHSES Issues Responses to Questions (estimated)</td>
<td>December 30, 2021</td>
</tr>
<tr>
<td>Proposals Due to DHSES</td>
<td>Post Marked No Later Than January 10, 2022</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>Immediately upon contract execution</td>
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1.6 Glossary of Terms

“Issuing Office” shall mean the Division of Homeland Security and Emergency Services (DHSES).

“Contractor” shall mean a successful company(s) awarded a contract pursuant to this RFP.

“Request for Proposal” or “RFP” shall mean this document.

The “State” shall mean The People of the State of New York, which shall also mean the New York State Division of Homeland Security and Emergency Services.

“Commissioner” shall mean the Commissioner of Division of Homeland Security and Emergency Services (DHSES) or duly authorized representative.

“Offeror,” “Proposer,” or “Bidder” shall mean any person, partnership, firm, corporation, or other authorized entity submitting a proposal to the State pursuant to this RFP.

“DHSES” shall mean the New York State Division of Homeland Security and Emergency Services.
2. SCOPE OF WORK

2.1 Scope of Contract

The purpose of any contract resulting from this Request for Proposal is to provide DHSES with a DCM service contractor to provide DCM services to survivors with verifiable unmet needs caused by the federally declared disaster in nine (9) counties, that have not been satisfied through other Federal, non-Federal entity, or local disaster assistance. The unmet needs include, but are not limited to, human services such as referrals for shelter, food, water, clothing; support to address physical, emotional, spiritual and/or financial needs; and other assistance in obtaining needed services or resources. The awarded Contractor shall provide DCM service experts to the affected populations and direct and facilitate eligible resources to these individuals.

DHSES intends to contract with an organization that has experience in disaster case management services, ability to address the specific needs of the impacted communities, and to collaborate with and utilize local service providers and recovery groups in those communities to provide needed services. The selected proposer will work to execute recovery plans specific to the disaster survivor with goals for stabilization and a return to normalcy. The awarded Contractor (and their subcontractors) is (are) required to adhere to all Federal Emergency Management Agency (FEMA) and New York State laws and regulations.

a. Expected Service Area / Geographic Area: The DCM will be conducted in the nine counties designated for Individual Assistance (IA) for Remnants of Ida: Bronx, Dutchess, Kings, Nassau, Queens, Richmond, Rockland, Suffolk, and Westchester in response to torrential rainfall that resulted in fatalities, flash flooding, power outages, travel disruptions, and damage in impacted areas and posed a threat to public health and safety. Other affected counties may be added as additional Individual Assistance designations are made by
2.2 Staffing Requirements

The Contractor is required to provide DCM services to support DHSES/Recovery utilizing the following titles:

1) Program Manager
2) Finance Manager
3) Data Manager
4) Construction Cost Analyst
5) Case Management Supervisor
6) Case Manager
7) Administrative Assistant
8) Data Entry Specialist
9) Trainer

The Contractor must be experienced and knowledgeable in providing DCM services following a major disaster declaration. Their staff must be knowledgeable on the current regulations related to the Recovery Programs found in the Stafford Act, 44 CFR, and 2 CFR. The Contractor shall understand DCM best practices, current grant guidance, allowable costs, and have the ability to train and mobilize staff to provide DCM services to support the survivors.

The Contractor will be required to develop a training plan and provide case management program training to staff prior to service delivery.

DHSES reserves the right to review and approve any proposed subcontractors and shall have the discretion to request that the Contractor remove a staff member from service.

2.3 Titles and General Descriptions

The Contractor is required to be able to provide each of the required titles and provide the corresponding hourly rates for each title. Other proposed titles will be considered if determined allowable under DCM program guidance.

DHSES has the discretion to request auxiliary titles that are directly related to DCM services.

Program Manager - This position is responsible for the overall implementation of the DCM program. Duties include, but are not limited to:

- Identify and communicate clear, consistent guidance to be applied across all program areas
- Conduct regular site visits
- Set program priorities
- Assign tasks
- Hold regular coordination calls
- Evaluate program effectiveness
- Identify corrective actions
- Complete required reports
- Liaison to FEMA, other state agencies, Voluntary Organizations Active in Disasters (VOADs), Long Term Recovery Groups (LTRGs), and other partner agencies engaged in disaster recovery

Finance Manager - This position will be responsible for monitoring the financial progress of the DCM program, ensuring reimbursement requests are processed, and ensuring that financial records are complete at both the provider and subcontractor level. This position will also provide technical assistance,
as needed to finance staff to ensure that funds are property accounted for and used appropriately throughout the implementation of the program.

Duties include:
- Ensure reimbursement requests are reviewed for completeness and eligibility of expenses are allowable
- Ensure payments are processed in a timely manner. Process contractual services, equipment and supply purchases and review equipment purchase documents for local agencies.

**Data Manager** - This position will be responsible for maintaining up-to-date client records and transferring case files into the DCM data platform. This position will regularly monitor client files in the system to ensure that case managers and resource providers have access to timely information about clients and their progress.

**Construction Cost Analyst** - The Construction Cost Analyst is responsible for working with their region’s Case Managers and Case Management Supervisors to serve disaster survivors and provide accurate estimates of construction costs. The Construction Cost Analyst may also provide assistance to LTRGs and help survivors to secure construction services.

**Case Management Supervisor** - This position will be responsible for supervising DCM operations at the local level.

Duties include:
- Supervision of other local staff and direct coordination with the State’s DCM Program Director.
- Ensuring identification and utilization of applicable resources for individuals and families, based on individual needs and recovery plans.
- This position will work closely with local LTRGs and community services.
- Ensure Case Managers are presenting case information in a confidential manner to obtain funding support for necessary unmet needs for disaster survivor recovery.
- Supervise DCM staff; instituting standard case documentation practices, ensure complete, thorough, and accurate case files are kept.
- Lead reporting efforts.

**Case Manager** - This position will be responsible for accurate case documentation and development of resources and referrals to individuals and families. The disaster Case Manager will work closely with the local committees and present case information in a confidential manner to obtain funding support for necessary unmet needs for disaster survivor recovery.

Duties include, but are not limited to:
- Provide direct case management services to impacted individuals and families
- Determine frequency of case management appointments based on client’s needs
- Determine and research pertinent resources for clients affected by disaster
Administrative Assistant - This position will be responsible for providing clerical support for the entire DCM team, and record keeping of documents such as invoices, reimbursement requests and fiscal reports. This position will be responsible for scheduling, communications with internal and external personnel, and coordination of meetings. This position will perform duties to obtain supplies, coordinate mailings and special projects as required.

Data Entry Specialist - This position will be responsible for maintaining up-to-date client records and transferring case files into the DCM data system. This position will regularly monitor client files in the appropriate information storage and referral system to ensure Case Managers and resource providers have access to timely information about clients and their progress.

Duties include, but are not limited to:

- Transferring case manager files into the DCM data system.
- Providing Case Management Supervisors and State program oversight staff with summary reports documenting the number of open cases, common unmet needs, and other metrics as requested.

Trainer – This position will be responsible for staff training to ensure adherence to DCM policies and procedures as well as federal and state regulations. This position will be responsible for developing and implementing monitoring standards, procedures, and a training schedule. The training specialist will develop initial DCM staff training and ongoing training plans to ensure staff has necessary tools to serve the needs of disaster survivors.

DHSES reserves the right to modify the required titles, number of staff, and locations of the Contractor staff throughout the project.

2.4 Technology Platform

The use of data collection and analysis procedures are critical in the monitoring of disaster survivors progress and measuring the DCM goals. Data is the starting point for assessing disaster survivor’s unmet disaster caused needs and the development of a disaster recovery plan. Data collected should be used to report the progress of the DCM.

The selected contractor will be required to utilize an information storage and referral system that is capable to safeguard Personal Identifiable Information, produce required reports, and be compliant with current privacy protection laws and other information standards. If a licensing fee is required, a detailed cost summary must be provided with the proposal. A licensing fee is an eligible cost to support the operation of a DCM data tracking and referral system.

2.5 Travel Procedures

Reimbursement for consultant travel and meal/lodging expenses is subject to the same limitations that apply to New York State employees. Pre-approved travel, meals or lodging expenses shall be reimbursed in accordance with the not-to-exceed rates authorized by the NYS Office of the State Comptroller (OSC).

Mileage Reimbursement can be provided for case managers to travel to and from disaster survivor locations or trainings related to the recovery work. All travel costs must be in accordance with NYS State travel policy. Please refer to the provided link to the OSC web site regarding approved NYS travel rates. [http://www.osc.state.ny.us/agencies/travel/manual.pdf](http://www.osc.state.ny.us/agencies/travel/manual.pdf)
2.6 Other Than Personnel Costs:
The applicant should submit a complete budget for personnel services for the titles listed under staffing requirements and other allowable cost categories such as Travel, Equipment, Supplies, Contractual and Other. Please see Attachment 2, Appendix E for guidance regarding allowable/unallowable costs for this program.

2.7 Security Procedures

1. Agency Credentials and Policies
   Contractor’s staff must carry appropriate ID credentials to make them identifiable as a Contractor employee. This procedure is required for all in-house and field staff. Additionally, some locations may have specific agency security policies which must be followed.

2. Information Security Policies, Standards, and Procedures
   a) Separation of Duties
      The State requires the Contractor to follow security best practices by adhering to separation of job duties and limiting Contractor staff knowledge of Data to that which is absolutely needed to perform job duties.

3. COVID-19 Protocols
   Contractor’s staff are subject to and must adhere to NYS and federal rules and regulations pertaining to COVID-19 protocols, including but not limited when located in State and federal buildings and facilities.

2.8 Administrative and Reporting Requirements

1. Contract Meetings:
   a. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the hourly rates bid.
   b. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the DHSES.
   c. Unless otherwise directed, there shall be Quarterly in-person, location based, programmatic and fiscal review meetings scheduled for the following purposes:
      i. Review program progress, quality of work, and the sufficiency of staffing and resource levels to meet the needs of the impacted population.
      ii. Identify and resolve problems, which impact service delivery and impede planned progress.
      iii. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
      iv. Maintain a sound working relationship between the Contractor and the Managing Agency, and a mutual understanding of the contract.
      v. Monitor program implementation and maintain sound working procedures.
2. Reporting Requirements:

The following reports are to be submitted by the Contractor. The format and content of all reports shall be subject to the approval of DHSES and may be modified during the grant period.

a. Unless otherwise directed, the Contractor shall provide monthly metric reports. The reports will break out total expenditures by employee and titles utilized, actual hours worked during the reporting period, and provide all related non-personnel expenditures, including travel, detailed for the reporting period. In addition, a narrative description of program progress shall be provided with a breakdown of program metrics by county to include number of referrals accepted, number of active cases, external service referrals, categories of needs being serviced, number and type of survivor contacts made, and the number of cases closed with reason.

b. The Contractor is required to submit to DHSES quarterly progress reports of program activities to include a report of program expenditures, as well as a semi-annual summary of disaster activities for work progress. The reporting schedule will be included in the awarded contract.

c. A final monthly report is due 30 days prior the contract expiration and a project closeout report is due within 30 days of the end of the contract. The final project closeout report must include a detailed description of each active disaster recovery project and its current status. Final contract reimbursement is contingent upon DHSES receipt and approval of the Contractor’s final project closeout report.

d. Independent of any reporting schedule, the Contractor will be required to inform DHSES of any significant project issues.

e. All other reporting requirements as defined in the DCM grant guidance will apply.

3. Time and Effort / Travel Reporting Requirements:

a. The Contractor shall provide a Master Staff Roster for all employees assigned to DCM to include subcontractors. The roster shall provide the name of the employee, company, address, contact information and the percentage of time each employee is assigned to DCM. The Contractor will provide an updated Master Staff Roster any time a change in staffing occurs. The Contractor and any subcontractors shall maintain time and effort reporting detailing actual work and activities performed each day for every employee assigned to DCM. Contractor shall provide such reports to DHSES along with timesheets per employee and actual payroll records upon submission of a claim. Prior to reimbursement, all documents will be reviewed and approved by designated DHSES personnel.

b. Travel records/logs should align with time and effort reporting. All supporting documentation required by OSC/DHSES for travel claimed should be provided with a claim. All timesheets and travel logs must be signed and dated by the individual employee and responsible supervisory official having first-hand knowledge that the distribution of activity represents the travel or actual work performed by the employee. Prior to reimbursement, all documents will be reviewed and approved by designated DHSES personnel.

4. Procurement / Allowable / Unallowable Cost Requirements:

a. The Contractor and subcontractors shall comply with all federal and state procurement guidelines. Federal procurement requirements can be found in 2 CFR 200.317 Procurement by States. Contractors and subcontractors must have documented procurement procedures in place which are consistent with state and federal
procurement rules, and must maintain records sufficient to detail the history of a procurement. The records will include, but are not necessarily limited to, the following: Rationale for the method of a procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Competitive bidding is a preferred source of procurement. Any non-competitive procurement must be accompanied with sufficient documentation to justify a non-competitive award.

b. All eligible expenditures will be in accordance with 2 CFR Part 200, Subpart E, Cost Principles and Attachment 2, Appendix E.
   i. Costs for construction are unallowable.
   ii. Costs for insurance are unallowable.
   iii. Renting and leasing of vehicles are unallowable.
   iv. Telephone and utility costs must be directly related to DCM.
   v. Costs related to a Construction Analyst’s work must be reviewed and approved by DHSES prior to any work being performed. The scope of work is to provide repair/rebuild cost estimates to aid the survivor in assessing resource needs.
   vi. Equipment purchases valued at $5,000 or greater are subject to pre-approval by DHSES and FEMA.
3. PROPOSAL SUBMISSION

3.1 RFP Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the following email address: disasterrecoveryfinance@dhses.ny.gov

All responses will be posted on the DHSES website.

All questions must cite the page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP. The final deadline for submission of any questions/clarifications regarding this RFP is listed in Section 1.4 – Key Events. Questions received after the deadline may not be answered. DHSES will post all Questions and Responses to Questions on its website at http://dhses.ny.gov on or about the date listed in Section 1.4 – Key Events Proposal Format and Content.

For the State to evaluate bids fairly and completely, proposers are strongly encouraged to follow the format set forth herein and should provide all the information requested. All items requested in this submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the proposal.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State’s evaluation procedure. Any clarification will be considered a formal part of the Proposer’s original proposal. If further clarification is needed during the evaluation period, DHSES will contact the Proposer.

Note: DHSES reserves the right to request any additional information deemed necessary to ensure that the Proposer can fulfill the requirements of the contract.

3.1.1 Technical Proposal

3.1.1.1 Cover Letter

The cover letter must confirm that the proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.4 – Key Events. The cover letter should also include the full contact information of the Proposers Representative that DHSES should contact regarding the bid. A bidder representative authorized to make contractual obligations should sign the cover letter. The Bidder should acknowledge that if they are awarded the DCM Services contract as a Prime Contractor, DHSES reserves the right to review and approve subcontractors before any contractual agreements are made.

3.1.1.2 Minimum Proposer Qualifications

Proposers must submit sufficient information to prove their ability to meet the minimum qualifications as set forth in Section 1.3.

3.1.1.3 Experience

a. Describe the number of years the firm has been providing DCM Services within your current business structure.

b. Describe experience providing DCM Services.
c. Specify any experience with DCM Services provided in New York State. Discuss the agency’s knowledge of and experience with the local recovery groups and services available to address unmet needs of disaster survivors.

d. Identify your organization’s experience with FEMA Programs

e. Describe your capacity for the management and storage of confidential information and systems available for the protection of Personal Identification Information in accordance with the Privacy Act of 1974 and other privacy and security standards.

Documentation should describe, at minimum, the following specifications:

- Process for data entry of critical information into the system
- Method and protocols to ensure that data from DCM Services will be effectively exported and imported (if applicable)
- Confirmation that the database will be based on the Alliance of Information and Referral Systems (AIRS) taxonomy
- Description of user roles that provide access privileges to various levels of users
- Narrative description of the system to share resources, store disaster survivors’ data, and transfer disaster survivors between partners without interruption to service
- A list of the standardized electronic reports that will be provided to monitor the effective delivery of DCM services, identified unmet needs, Disaster Recovery Plan outcomes, reporting indicators and outcomes, case closures, and demographic information
- Explanation of system’s capability of electronically tracking disaster survivors progress across the continuum of recovery, and the coordination of resources
- Provide a training plan for the use of the technology
- Ability to protect disaster survivors’ confidential information from unauthorized users

f. Provide prior/current verifiable work experience with government projects (National, State or Local level) whereby the Proposer was/is the Prime or Subcontractor for the project and provided assistance as a result of a natural and/or man-made disaster.

The reference data for the government projects must include:

- The Type of Disaster.
- Prime Contractor / Subcontractor(s) on the project.
- Date and Location of the Disaster.
- List of partnered client involvement (National/State/Local).
- Service timeframe from notification to resolution.
- Magnitude of damage: impact on the economic, health and public safety, transportation, and emergency services.
- Scope of Work: your firm’s cost estimate, workload of large/small projects.
- Technical assistance.
- Public assistance.
• Mitigation assistance.
• Individual assistance.
• Financial assistance.
• Client/agency contact person.

Note: Reference data may be verified, please provide: Name of Entity, Contact persons’ name/title, current business e-mail and telephone number for government projects identified.

### 3.1.1.4 Plan of Operation/Staffing Plan

1. **Operational Work Plan**
   a. **Methodologies** - Provide a detailed outline of plans and approach for providing all services required by section 2.1 Scope of Work of this RFP. This detail should include specific information containing the following:
      i. What are the latest technologies and equipment being utilized by your company that you propose to utilize within this RFP?
      ii. Your plan of approach to the DCM Services described in this RFP. Briefly address each of the DCM program elements below:

   • **DCM Mobilization Strategy**: Describe how your agency will implement plans and timelines for recruiting staff, executing contracts, requesting proposals, financial management, etc.
   
   • **Staff Training Plan**: DCM coordination between the Managing Agent and providers will include orientation and ongoing training for case managers and case manager supervisors. The plan should be comprehensive and include a disaster-specific overview, eligibility, DCM grant guidance, scope of work, communication procedures, financial management, local and voluntary assistance, confidentiality, protection of personal identifiable information, and other relevant information. Training should be scheduled and documented. The Managing Agent may contract with a training agency or independent DCM trainers.

   • **Outreach Strategy**: The outreach strategy will promote the DCM program to the target population and should be designed to ensure as many survivors as possible will have access. The outreach strategy will identify the use of public service announcements, social media, flyers, and other forms of messaging to inform potential disaster survivors of provider contact information and hours of operation. How will you work with local community stakeholders to share program information and obtain case referrals?

   • **Unmet Needs Strategy**: Describe how disaster-caused unmet needs will be coordinated with available resources. A system will be utilized to assess, prioritize, and assign cases by level of service intervention needed. How will cases be assessed and triaged and level of case work contact be determined?

   • **Access and Functional Needs Strategy**: Describe how the services will made available to all eligible survivors of the disaster regardless of program access needs. DCM offices should be located in buildings that are ADA compliant.
• **Case Closure Strategy**: The agency should have a standardized plan to close cases across service providers, with training available on the details on which cases will be closed and transferred.

• **Demobilization**: Describe the strategy the entity and local providers will use to demobilize the program as it approaches the end of the designated period of performance. This strategy should include projected decrease in staff, and details about the transition of the remaining open cases to other providers.

  b. Describe any data and support you may require of DHSES.

2. **Staffing Plan**
   a. **General**
      i. Describe your firm’s ability to contract with local providers and the total number of deployable personnel employed.
      ii. Describe your firm’s proposed timeframe/mobilization for the first the deployment of requested staff.
      iii. Plan for obtaining additional staff in the event of exhausting deployable staff.
      iv. Describe any outstanding commitments to other firms or government entities that may affect ability to mobilize services as required for this RFP, as well as any mitigation strategies in place to address staffing shortages.

   b. **On-Site**
      i. Provide proposed staffing plan, detailed to include scheduled shifts and hours of the required DCM staff as well as any additional staffing proposed. Plan must also detail how you propose coverage in the event of vacation, sick days, etc.
      ii. The plan must describe the role of each required Staff Title.

   c. **Off-Site**
      i. Provide description of how the off-site staff is supported by the Contractor’s company, including the titles and locations of the personnel providing support.
      ii. Provide a listing of key management personnel that will oversee the contract. Include resumes and role of each.

3.1.2 **Cost Proposal**

Proposer shall submit a completed Cost Proposal Form (Attachment 1). Each item must be complete with no lines omitted. Proposer shall not provide alternative pricing or deviate from the Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal. Proposer should refer to Attachment 2 for allowable/unallowable costs under the program.
3.1.3 **Administrative Proposal**

1. All other required completed forms from RFP Appendix B.

2. MWBE. This procurement includes MWBE participation goals of which all Proposers must comply. Refer to Appendix E of this solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement. ([https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687](https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687))

**Important Notes:**

- Insurance – Proposers are reminded of the insurance requirements as described in Appendix D. The selected proposer will be required to provide all necessary documentation upon notification of selection.

- Vendor Responsibility - Proposers are reminded of the requirement as described in Section 6.14 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.

- Document Consistency - An award will only be made to the entity which has submitted a bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

### 3.2 Proposal Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

### 3.3 Packaging of RFP Response

The technical, cost, and administrative proposals (Refer to Section 3.2) should be separated and identified within the submission package as follows:

Proposal must be post marked via US mail by the date specified in Section 1.5 Key Events. Four originals, each one tabbed in 3 ring binders may be submitted by mail, overnight carrier, or certified mail to:

The New York State Division of Homeland Security and Emergency Services
ATTN: Disaster Recovery Finance
1220 Washington Ave., Bldg. 7A, 4th Floor
Albany, NY 12242

All proposal documents must be showing the following information on the outside of the package:

1. Proposer’s complete name and address
2. Solicitation Number – 1000
3. Proposal Due Date and Time: (as indicated in Section 1.5 - Key Events)
4. Proposal for Disaster Case Management Services

Failure to complete all information on the proposal package may necessitate the premature opening of the proposal and may compromise confidentiality.
3.4 Instructions for Bid Submission

Only those Proposers who furnish all required information and meet the mandatory requirements will be considered.

FAX AND EMAIL BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

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

Bids must be post marked via US mail no later than the date indicated in Section 1.5 Key Events and received in the agency designated in Section 3.3 above. Proposers assume all risks for timely, properly submitted submissions and hard copy packages. Proposers mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location in a timely manner.

Any Bid post marked after the established post marked date will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner’s sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFP always remains the property of the State, and all responses to this RFP, once delivered, become the property of the State.
4. EVALUATION AND SELECTION PROCESS

4.1 Proposal Evaluation

Responsive proposals will be independently evaluated and scored based upon the criteria set forth in this Section. Proposals will be evaluated for best value to the State.

Proposers are encouraged to present all information that may be deemed pertinent to their Proposal. If additional information or clarification is needed during the evaluation period, the State will contact the Proposer. This information/clarification will be considered a formal part of the Proposer’s original proposal.

A committee of DHSES employees will evaluate the proposals to determine the best value to the State. DHSES reserves the right to contact references. It is the responsibility of the Proposer to ensure availability of the provided references. The inability to contact a given reference will be reflected in the technical scoring and/or may result in rejection of the proposal. Refer to Section 3.1.1.3 - Experience.

Scores from each of the Proposers, including items listed below, will be totaled and the Proposer having the highest score will be ranked number one.

Specific information regarding the evaluation criteria is as follows:

1) Proposer Experience and Qualifications – 35 points
   Each Proposal will be evaluated as to the relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, demonstrating its ability to perform the required services.

2) Plan of Operation/Staffing Plan - 25 points
   Each Proposal will be evaluated for the completeness of, and the extent to which, the proposing firm’s operational and staffing plans, methods, and systems meet the goals and requirements of this RFP.

3) Quality and Completeness of Proposal - 5 points
   Each Proposal will be evaluated for the level of thoughtfulness it demonstrates in satisfying and addressing the RFP goals and requirements. Consideration also will be given to the overall organization of, and ease of navigation of the submitted proposal.

4) MWBE, SBE, or SDVOB status - 5 points
   a. The Proposer is a New York State Certified Minority-Owned Business, or
   b. The Proposer is a New York State Certified Women-Owned Business, or
   c. The Proposer is a Small Business as defined in Executive Law Section 310(20), or
   d. The proposer is a New York State Certified Service-Disabled Veteran-Owned Business as defined in Executive Law Section 369–h(1)

   Note: Although, a Proposer may meet more than one of the criteria, credit is to be awarded for only one category, not multiple categories. Proposer will either receive full credit or no credit for this category.

5) Cost – 30 points
   The cost to the State will be evaluated in relation to all cost proposals submitted by responsive Proposers.


Scores from each of the Proposers, including items 1-4 listed above, will be totaled and the Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two and so on.
4.2 Notification of Award

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

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

Proposals shall be submitted with the understanding that the acceptance thereof in writing by the Commissioner of DHSES shall be binding upon the Proposer(s). Execution of an agreement, which incorporates the terms of this RFP and proposer’s proposal, with the approval of the State Comptroller and the Attorney General, shall constitute a contract between the Contractor and the State.
5. ADMINISTRATIVE INFORMATION

5.1 Issuing Office
This RFP is being released by the New York State Division of Homeland Security and Emergency Services.

5.2 Method of Award
This RFP is intended to be a single award contract. An award shall be made to the highest scoring responsive and responsible vendor who submits the best value proposal.

Upon determination of the best value proposal, a contract, between DHSES and the successful proposer, will be delivered to the proposer for signature and shall be returned to the issuing office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the contractor.

The Grand Total bid amount of the Contractor, and the availability of funds (see Section 1.2) shall be used to establish the contract value. The established contract value shall not be exceeded.

5.3 Price
Prices shall be represented as hourly rates for each title. The hourly rate for each title shall be inclusive of all labor, licenses, insurance, administrative, overhead and profit. Prices must be submitted using the Cost Proposal Form (Attachment 1). An estimated number of annual hours for each title will be used on the Cost Proposal Form for evaluation purposes. Proposers must provide pricing for each title. Any alterations, qualifiers, or incomplete cost proposals will result in rejection of the cost proposal.

Pre-approved travel, meals or lodging expenses shall be reimbursed in accordance with the not-to-exceed rates authorized by the NYS Office of the State Comptroller (OSC). Estimated travel costs shall be added to the not-to-exceed value of this contract after it’s award.

Please refer to the provided link to the OSC web site regarding approved NYS travel rates.

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

The term of the contract resulting from this RFP will commence immediately after OSC approval and will expire 24 months from the date of the major disaster federal declaration, with an option for extension. The Contractor is responsible for completing all work assigned to them, or related to policies placed by them, prior to the termination of the contract, even if that requires the Contractor to continue work after the end of the contract term.

The State of New York retains the right to cancel this contract without cause, provided the Contractor is given at least 30 days’ notice of its intent to cancel. Any cancellation by DHSES under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against DHSES, its agents and employees therefor for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State’s right to terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision.
5.5 Method of Payment

Invoices for payment shall be submitted at the end of each quarter at a minimum but can be submitted more frequently with DHSES agreement.

Invoices will be processed in accordance with established procedures of the DHSES and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each invoice must be itemized and include the following information: Contract ID number (i.e.: C00XXXX); Company FEIN; Vendor ID number (Statewide Financial System - SFS); Date(s) of Service; Location where services were performed; actual number of hours worked for each title; and a detailed description of services performed. The Contractor shall separately itemize all approved budget categories in a manner and on forms prescribed by DHSES.

(Also see Reporting Requirements in Section 2.8).

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by DHSES.

All invoices must be submitted for payment to either:

Division of Homeland Security and Emergency Services
ATTN: Disaster Recovery Finance
1220 Washington Ave., Bldg. 7A, 4th Floor -or- disasterrecoveryfinance@dhses.ny.gov
Albany, New York 12226

5.6 Electronic Payments

Contractor shall provide complete and accurate billing invoices to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State’s implementation of a Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

5.7 Overpayment

DHSES reserves the right to recoup funds should an audit show overpayment of services, ineligible expenses, or insufficient documentation.
5.8  Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived said right. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

5.9  Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The Term "solicitation requirement" as used herein shall include any and all terms and conditions included in the solicitation documents. Bidders should be aware that failure to obtain a waiver of any proposal requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Key Events (Section 1.4). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the RFP), or directly to the requesting vendor.

5.10  Examination of Contract Documents

Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to bidding.

Any addendum issued prior to the proposal due date must be acknowledged by signature, dated, and be submitted on or before the proposal due date. In awarding a contract any written addenda will become a part thereof.

Any verbal information obtained from, or statements made by, representatives of the DHSES shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

5.11  Prime Contractor Responsibilities

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor regarding all provisions of the RFP, and the contract resulting from the RFP.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor who carry out any of the provisions of any contract resulting from this RFP.
5.12 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.
6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated October 2019 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (dated October 2019)
2. Appendix A-2
3. Appendix A-1
4. Contract Agreement
5. DHSES RFP Number (This Document) Including any Addenda
6. Selected Contractor's Proposal including Attachment 1

6.2 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between DHSES and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by DHSES and, if applicable, the Office of the State Comptroller (“Restricted Period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3) (a).

Designated staff, as of the date hereof, is identified on the first page and in Section 1.2. DHSES employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/acpl/

6.3 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by DHSES or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of DHSES to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all its operations are compliant with all federal, state, and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

6.4 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§ 73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFP, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.
6.5 Tax and Finance Clause

TAX LAW § 5-A:

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

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

Contractor certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

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

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

6.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm’s bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

6.7 General Requirements

1. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the Contract.
2. The Proposer agrees to notify DHSES of any changes in the legal status or principal ownership of the firm 45 days in advance of said change.

3. The Proposer agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

4. The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of DHSES.

5. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

6. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

7. DHSES interpretation of specifications shall be final and binding upon the Contractor.

8. The Commissioner of DHSES will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location, or other conditions.

9. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed that the Proposer has based its bid on the more expensive option. Final decision will rest with DHSES.

10. INSPECTION – For purposes of any contract resulting from this RFP the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, DHSES may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

11. STOP WORK ORDER – DHSES reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the State’s satisfaction. In the event of such stopping, DHSES shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. If DHSES issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by DHSES, then the stop work order shall be effective immediately.

12. DHSES reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.8 Contract Terms

All provisions and requirements of Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.
Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

6.9 Subcontractors
The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor regarding all provisions of the solicitation and the contract resulting from the solicitation. Any known / planned use of subcontractors must be disclosed in detail with the proposal. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor’s employee(s) who carry out any of the provisions of any contract resulting from this RFP.

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

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Disaster Recovery Finance Unit in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Disaster Recovery Finance Unit may require concerning the proposed subcontractor’s ability and qualifications.

DHSES shall be free to accept or reject any proposal/subcontract submitted for State’s approval, and Contractor shall provide DHSES with copies of all documentation DHSES may request in relation to such approval rights.

6.10 Procurement Rights
The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers’ mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer’s expected costs of the bid price based on a determination of the evaluation team that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another Proposer(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected winning Proposer within twenty-one (21) days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.

11. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.

12. Seek clarifications of proposals.

13. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.

14. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.

15. Waive any requirements that are not material.

16. If two or more proposals are found to be substantially equivalent, the Commissioner of DHSES, at her sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.11 Extent of Services

DHSES reserves the right to re-negotiate at its discretion and to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

6.12 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Proposer may request a debriefing regarding the reasons that the proposal submitted by the Proposer was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of notification by DHSES that the proposal submitted by the Proposer was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

6.13 Termination

Termination

DHSES may, upon thirty (30) days' notice, terminate the contract resulting from this RFP in the event of the awarded Proposer's failure to comply with any of the proposal's requirements unless the awarded Proposer obtained a waiver of the requirement.

In addition, DHSES may also terminate any contract resulting from this RFP upon ten (10) days written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

Furthermore, DHSES shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by DHSES under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against DHSES, its agents and employees therefore for lost profits or any other damages.

Procurement Lobbying Termination

DHSES reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or
intentionally incomplete. Upon such finding, DHSES may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

6.14 NYS Vendor Responsibility Questionnaire

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

DHSES recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, http://www.osc.state.ny.us/vendrep/ or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us .

DHSES provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://osc.state.ny.us/retire/contact_us/help_desk/ . Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: https://osc.state.ny.us/vendrep/forms_vendor.htm .

To assist the State in determining the responsibility of the Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Proposer’s Questionnaire cannot be viewed by DHSES until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of DHSES or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DHSES officials or staff, the Contract may be terminated by the Commissioner of DHSES or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of or her designee to be non-responsible. In such event, the Commissioner of DHSES or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor because of such termination.

6.15 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DHSES shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Division of Homeland Security and Emergency Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_administration

Forms to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

6.16 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation.

6.17 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
6.18 Encouraging Use of NYS Businesses

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

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

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

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

6.19 Employee Information to be Reported by Certain Consultant Contractors

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services” (“covered consultant contract” or “covered consultant services”). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these new requirements, the Contractor agrees to complete:

**Form A** - the Contractor’s Planned Employment Form upon bid/quote submittal.

**Form B** - the Contractor’s Annual Employment Report throughout the term of the Contract by May 1st of each year. The following information must be reported:

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

1. Total number of employees employed to provide the consultant services, by employment category.

2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under such Contract.*

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

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

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


Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.
DHSES Solicitation #1000
Appendices
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-1 of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

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

27. **ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.
DHSES Solicitation #1000
Appendix A1 – Agency Specific Clauses
1. **DEFINITIONS.**

a) **DHSES** refers to the New York State Division of Homeland Security and Emergency Services.

b) **FEMA** refers to the Federal Emergency Management Agency.

c) **Contractor** means the entity selected by DHSES to manage the Disaster Case Management Program (DCM).

2. **NOTICE.** Pursuant to Paragraph 4 of the Master Contract, all notices shall be in writing and shall be addressed to:

   a) For the State:
      
      DHSES Recovery Finance
      
      4th Floor
      
      1220 Washington Ave. Bldg. 7A
      
      Albany, NY 12226

   b) For the Contractor:
      
      (See contract face page)

3. **VENDOR RESPONSIBILITY (Required for all contracts that equal or exceed $100,000).**

   a) Pursuant to Section IV, paragraph B, subparagraphs 3 & 4 of the Master Contract, and in accordance with State Finance Law §163(9)(f) and Executive Order 192, prior to entering into an agreement with a contractor, Subrecipient must require each contractor to submit a Vendor Responsibility Questionnaire so that DHSES may determine whether the proposed contractor is a responsible vendor. If the Subrecipient’s contractor enters into a contract with a subcontractor that equals or exceeds $100,000, that subcontractor must also submit a Vendor Responsibility Questionnaire.

   b) Whenever a Subrecipient contractor or subcontractor is required to submit a Vendor Responsibility Questionnaire, said contractor or subcontractor must comply with Section IV, paragraph N of the Master Contract.

   c) Subrecipient shall include the Vendor Responsibility provisions found in in Section IV, paragraph N of the Master Contract in all contracts that equal or exceed $100,000 and shall be responsible for contractor and subcontractor compliance.

4. **REQUIRED REPORTING.** The following reports are to be submitted by the Contractor. The format and content of all reports shall be subject to the approval of DHSES and may be modified during the grant period.

   a) Monthly Program Metric Reports. In addition, a narrative description of program progress shall be provided with a breakdown of program metrics by county to include number of referrals accepted, number of active cases, external service referrals, categories of needs being serviced, number and type of survivor contacts made, and the number of cases closed with reason.

   b) Monthly Program Expenditure Reports. Unless otherwise directed, the Contractor shall provide monthly metric reports. The reports will break out total expenditures by employee and titles utilized, actual hours worked during the reporting period, and provide all related non-personnel expenditures, including travel, detailed for the reporting period.
c) Quarterly Reports. The Contractor is required to submit to DHSES quarterly progress reports of program activities to include a report of program expenditures, as well as a semi-annual summary of disaster activities for work progress. The reporting schedule is attached to this agreement.

d) Independent of any reporting schedule, the Contractor will be required to inform DHSES of any significant project issues.

e) All other reporting requirements as defined in the DCM grant guidance will apply.

5. REQUIRED CONTRACT MONITORING MEETINGS: Prior to the start of the program, a meeting between DHSES and the Contractor will be held to clarify programmatic requirements, and contractual obligations to help establish a partnership and reach mutual understanding of program expectations.

a) Unless otherwise directed, there shall be Quarterly in-person, location based, programmatic and fiscal review meetings scheduled for the following purposes:

i. Review program progress, quality of work, and the sufficiency of staffing and resource levels to meet the needs of the impacted population.

ii. Identify and resolve problems, which impact service delivery and impede planned progress.

iii. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.

iv. Maintain a sound working relationship between the Contractor and the Managing Agency, and a mutual understanding of the contract.

v. Monitor program implementation and maintain sound working procedures

6. TIME AND EFFORT/ TRAVEL REPORTING:

b) MASTER STAFF ROSTER: The Contractor shall provide a Master Staff Roster for all employees assigned to DCM to include subcontractor rosters. The Contractor will provide an updated Master Staff Roster any time a change in staffing occurs. The roster shall include the following information:

i. the name of the employee,

ii. company/agency name,

iii. company/agency address,

iv. company/agency contact information, and

v. the percentage of time each employee is assigned to DCM.

c) TIME AND EFFORT REPORTING: The Contractor and any subcontractors, shall maintain time and effort reporting for every employee assigned to DCM. Such reporting shall include detailed information regarding DCM work and the activities performed, and by case number where applicable. Contractor shall provide these reports to DHSES along with individual employee timesheets and payroll records for the period of the claim upon submission of a claim.

d) TRAVEL RECORDS AND REPORTING: All travel costs must be in accordance with NYS State travel policy. Please refer to the provided link to the OSC web site regarding approved NYS travel rates. [http://www.osc.state.ny.us/agencies/travel/manual.pdf](http://www.osc.state.ny.us/agencies/travel/manual.pdf). All travel records/logs should align with the individual’s time and effort reporting. All supporting documentation required by OSC/DHSES for travel claimed should be provided with a claim. This includes but is not limited to:

i. Receipts,

ii. tickets,

iii. mileage logs,

iv. supervisory approvals.

v. Case number being serviced and purpose of travel.

e) Reimbursement for consultant travel and meal/lodging expenses is subject to the same limitations that apply to New York State employees. Pre-approved travel, meals or lodging expenses shall be in accordance with the not-to-exceed rates authorized by the NYS Office of the State Comptroller (OSC) and shall be included as consultant costs, and not to exceed the daily consultant rate as established by DCM policy guidance.
f) Mileage Reimbursement can be provided for case managers to travel to and from disaster survivor locations or trainings related to the recovery work. All timesheets and travel logs must be signed and dated by the individual employee and responsible supervisory official having first-hand knowledge that the distribution of activity represents the travel or actual work performed by the employee. All payroll and travel documentation must be reviewed and validated by DHSES personnel prior to reimbursement.

7. **PROCUREMENT:**

The Contractor and subcontractors shall comply with all federal and state procurement guidelines and must have documented procurement procedures in place which are consistent with state and federal procurement rules. Contractor and subcontractor must maintain records sufficient to detail the history of any DCM related procurement, which shall include, but are not necessarily limited to:

a) Rationale for the method of a procurement,

b) selection of contract type,

c) contractor selection or rejection,

d) rating tools used,

e) the basis for the contract price,

f) Notice of bid opportunity

Competitive bidding is a preferred source of procurement. DHSES should be consulted prior to awarding and non-competitive procurement. Any non-competitive procurement must be accompanied with sufficient documentation to justify a non-competitive award.

8. **ALLOWABLE COSTS:** All eligible expenditures will be in accordance with 2 CFR Part 200, Subpart E, Cost Principles and Individual Assistance Program and Policy Guidance v1.1, May 2021, Appendix E or currently available guidance. All expenditures must be directly related to the provision of DCM Program Services. Questions regarding allowable costs should be discussed with DHSES prior to purchase. Certain costs are unallowable and not eligible for reimbursement, these include but are not limited to:

a) Costs for construction.

b) Costs for insurance.

c) Renting and leasing of vehicles.

d) Telephone and utility costs not directly related to DCM.

e) Equipment purchases valued at $5,000 or greater are subject to pre-approval by DHSES and FEMA.

f) Indirect Costs.

Costs related to a Construction Analyst’s work may be allowable but must be reviewed by DHSES to ensure cost eligibility prior to any work being performed. The scope of work is limited to providing repair/rebuild cost estimates to aid the survivor in assessing resource needs. Questions regarding allowability of expenses should be discussed with DHSES prior to purchase.

8.1 **REIMBURSEMENT/PAYMENT REQUESTS.** Payment may be withheld until sufficient documentation is provided.

a) Reimbursement requests must be submitted at a minimum of quarterly, but are recommended to be submitted monthly, with Monthly Program Progress Reports (MPPR).

b) Final payment will not be made until all grant requirements have been met.

c) Reimbursement requests shall include, but not limited to, the following documentation:

   i. Detailed supporting documentation for all allowable expenses claimed, invoices, order forms and receipts with proof of payment made.
ii. The Contractor shall provide a Master Staff Roster for all employees assigned to DCM to include subcontractors. The roster shall provide the name of the employee, company, address, contact information and the percentage of time each employee is assigned to DCM. The Contractor and any subcontractors shall maintain time and effort reporting detailing actual work and activities performed each day for every employee assigned to DCM. Contractor shall provide such reports to DHSES along with timesheets per employee and actual payroll records upon submission of a claim. Prior to reimbursement, all documents will be reviewed and validated by designated DHSES personnel.

iii. Travel records/logs should align with time and effort reporting and indicate purpose and/or case number being serviced. All supporting documentation required by OSC/DHSES for travel claimed should be provided with a claim. All timesheets and travel logs must be signed and dated by the individual employee and responsible supervisory official having first-hand knowledge that the distribution of activity represents the travel or actual work performed by the employee. Prior to reimbursement, all documents will be reviewed and validated by designated DHSES personnel.
DHSES Solicitation #1000
Appendix A-2 – Mandatory Terms and Conditions for Federally Funded Contracts
Appendix A-2
Mandatory Terms and Conditions for Federally Funded Contracts

1. Remedies.

In the event Contractor fails to observe or perform any term or condition of the agreement and such failure remains uncured after 15 calendar days following written notice, the State may exercise all rights and remedies available to law or in equity.

2. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in section 4 of this agreement.


During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b) The Seller agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 u.s.c. 1251 et seq.
b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.


Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Contractors must sign and submit to the State of New York entity the attached certification - FEMA APPENDIX 1


a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --

i. Competitively within a time frame providing for compliance with the Agreement performance schedule

ii. Meeting agreement performance requirements; or

iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."


a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of
the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of FEMA’s grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

9. **Federal Debt.**

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

10. **DHS Seal, Logo, and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

12. **No Obligation by Federal Government.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

14. **Conflicts of Interest.**

The Contractor shall notify the State as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest.

15. **U.S. Executive Order 13224.**
Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.


The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. None of the tasks set forth in Appendix C, shall be sub‐awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub‐awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed. The Contractor must include the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

a) Activities to be performed;

b) Time schedule;

c) Project policies;

d) Other policies and procedures to be followed;

e) Dollar limitation of the Contract;

f) Appendix C, Mandatory Federal Contract Provisions, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;

g) Applicable federal and/or State cost principles to be used in determining allowable costs; and

h) Property Records or Equipment Inventory Reports
In accordance with 44 C.F.R. PART 18, the Contractor further certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date:
DHSES Solicitation #1000
Appendix B – Required Forms
DHSES Required Forms – Table of Contents

The following required forms are to be submitted with the proposer’s proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offeror’s Affirmation of Understanding of and Agreement pursuant to New York State Finance Law
- Offeror Disclosure of Prior Non-Responsibility Determinations
- Offeror’s Certification of Compliance with State Finance Law §139-k(5)

- NYS Required Certifications
  - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
  - Non-Collusive Bidding Certification
  - Diesel Emission Reduction Act
  - Executive Order No 177 Certification
  - Small Business Certifications

- ST-220 -TD Taxation & Finance Contractor Certification
  (Submitted directly to Taxation & Finance – available at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

- ST-220 - CA Taxation and Finance Covered Agency Certification
  (Available at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

- EEO - Equal Employment Opportunity Staffing Plan
  (Available at https://www.dhses.ny.gov/recovery/mwbe/disaster-finance.cfm)

- MWBE - MWBE Utilization Plan**
  (Available at https://www.dhses.ny.gov/recovery/mwbe/disaster-finance.cfm)

- Monthly MWBE Contractor Compliance Report
  (Available at https://www.dhses.ny.gov/recovery/mwbe/disaster-finance.cfm)
Contractor Information

**DHSES Solicitation Number 1000**

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

<table>
<thead>
<tr>
<th>Authorized Signature:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Print Name:</td>
<td>Title:</td>
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<tr>
<td>Company Name:</td>
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<tr>
<td>Federal ID Number:</td>
<td>NYS Vendor ID Number:</td>
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<tr>
<td>Address:</td>
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<td>City:</td>
<td>State:</td>
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<td>Telephone Number:</td>
<td>Ext:</td>
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<td>Fax Number:</td>
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<tr>
<td>Email of Designated Contact:</td>
<td></td>
</tr>
</tbody>
</table>

Please identify if any of the following apply:

| New York State Small Business as defined in Executive Law Section310(20) and as detailed in the “New York State Required Certifications” included in Appendix B herein. | ☐ Yes | ☐ No |
| New York State Certified Minority Owned Business | ☐ Yes | ☐ No |
| New York State Certified Woman Owned Business | ☐ Yes | ☐ No |
| New York State Certified Service-Disabled Veteran-Owned Business | ☐ Yes | ☐ No |
| Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? | ☐ Yes | ☐ No |
| Will New York State Businesses be used in the performance of this contract? | ☐ Yes | ☐ No |
| If yes, identify New York State Business(es) that will be used (attach identifying information). |       |
| Does your proposal meet all the requirements of this solicitation? | ☐ Yes | ☐ No |
Contractor Acknowledgement

DHSES Solicitation Number 1000

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

On this ___________ day of____________________, 20__, before me personally came __________________________, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

________________________________  
Notary Public

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

On this ___________ day of____________________, 20__, before me personally came __________________________, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

________________________________  
Notary Public

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

On this ___________ day of____________________, 20__, before me personally came __________________________, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

________________________________  
Notary Public
Offeror’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)

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

By: __________________________________ Date: ____________________________________________

Name: _______________________________________________________________________________

Title: ______________________________________________________________________________

Contractor Name: ______________________________________________________________________

Contractor Address: ____________________________________________________________________
Offeror’s Disclosure of Prior Non-Responsibility Determinations

DHSES Solicitation Number 1000

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

Address:
_______________________________________________________________________________________

Name and Title of Person Submitting this Form:
_______________________________________________________________________________________

Contract Procurement Number:
_______________________________________________________________________________________

Date:
_______________________________________________________________________________________

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
   No                     Yes

   If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
   No                     Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):
   No                     Yes

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

   Governmental Entity:
   ________________________________________________________________

   Date of Finding of Non-responsibility:
   ________________________________________________________________

   Basis of Finding of Non-Responsibility:
   ________________________________________________________________

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
   No                     Yes

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

Date of Termination or Withholding of Contract:

_______________________________________________

Basis of Termination or Withholding:

__________________________________________________________________________________________

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

By: _______________________________________

Date: _______________________________________

Signature
Offeror’s Certification of Compliance with State Finance Law §139-k(5)

DHSES Solicitation Number 1000

Offeror’s Certification:

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

By: ________________________________

Date: ______________________________

Name: ______________________________

Title: _______________________________

Contractor Name: ____________________

Contractor Address: ____________________
NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

1. have business operations in Northern Ireland No ☐ Yes ☐, and if yes:

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

   No ☐ Yes ☐

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

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

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

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance law §139-d(1)(b).
DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law §19-0323 of the (“the Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy-duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

1. all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
2. employers with fewer than four employees in all cases involving sexual harassment; and,
3. any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.
**SMALL BUSINESS**

In accordance with New York State Finance Law, Section 163(j), the contractor certified that it:

1. □ IS NOT a Small Business as defined in New York State Executive Law Section 310(20).

2. □ IS a Small Business as defined in New York State Executive Law Section 310(20).

“Small Business” shall mean a business which:
A. has a significant business presence in New York demonstrated through one of the following:
   1. pays taxes in New York State, or
   2. purchases New York State products or materials, or
   3. has any payroll in New York State
B. is independently owned and operated;
C. not dominant in its field; and,
D. employs less than three hundred persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Attachment 4 and that all information provided is complete, true and accurate.

<table>
<thead>
<tr>
<th>Legal Business Name of Company Bidding:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D/B/A - Doing Business As (if applicable):</td>
</tr>
<tr>
<td>Bidder’s Signature:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
</tbody>
</table>
DHSES Solicitation #1000
Appendix C – Sample Contract
STATE OF NEW YORK DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES

AGREEMENT FOR

DISASTER CASE MANAGEMENT SERVICES
WITH

(CONTRACTOR)

CONTRACT #DHS01- CXXXXX - 1160000

THIS AGREEMENT, made this ___ day of __________, 2021 by and between the People of the State of New York, acting by and through the Commissioner of the Division of Homeland Security and Emergency Services, whose office is located at 1220 Washington Avenue, W. Averell Harriman State Office Campus, Building 7A, Albany, NY 12226, (hereinafter “Commissioner”, "DHSES" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at __________________________.

WITNESSETH:

WHEREAS, DHSES, as part of their mission, is responsible for the coordination of Disaster Case Management Services in the event of a disaster within the State, and in order to fulfill that responsibility, DHSES requires the services of a professional Disaster Case Management Services company to assist in their efforts and,

WHEREAS, DHSES, has determined after having solicited proposals from vendors willing to provide these services, that (Company Name) submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for providing Disaster Case Management Services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.
NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. **CONSIDERATION**

DHSES shall pay the Contractor the agreed upon not-to-exceed hourly rates bid for all titles proposed in the Contractor’s Proposal attached hereto as Appendix C, which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein.

This contract will be established with a not-to-exceed value of $______________. Services performed beyond this amount will not be compensated.

2. **TERM**

This Agreement shall commence upon OSC approval and will be in effect for two (2) years from the date of the disaster declaration unless sooner terminated as herein specified.

3. **SERVICES**

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposal No. 1000, which is annexed as Appendix B hereto, and the Contractor’s bid, annexed as Appendix C hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. **TERMINATION**

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

**A) Termination**

DHSES may, upon thirty (30) days’ notice, terminate the contract resulting from this solicitation in the event of the awarded Contractor’s failure to comply with any of the proposal’s requirements unless the awarded Contractor obtained a waiver of the requirement.

In addition, DHSES may also terminate any contract resulting from this solicitation upon ten (10) days’ written notice if the Contractor makes any arrangement for assignment for the benefit of the creditors.

Furthermore, DHSES shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by DHSES under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against DHSES, its agents and employees therefore for lost profits or any other damages.

**B) Procurement Lobbying Termination**
DHSES reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DHSES may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

5. **RECORDS**
The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of DHSES or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. **TAXES**
The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. **INDEPENDENT CONTRACTOR**
It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner, shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. **APPENDIX A**
Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. **ASSIGNMENT**
Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of the Division of Homeland Security and Emergency Services.

10. **LAW**
This Agreement shall be governed by the laws of the State of New York.

11. **CONDITIONS PRECEDENT**
This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. **ENTIRE AGREEMENT**
This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. **EXECUTORY CLAUSE**
This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B “Solicitation” and/or Appendix C “Proposal”, or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

   i. Appendix A
   ii. Appendix A-2
   iii. Appendix A-1
   iv. This contract agreement
   v. Appendix B – RFP #1000 including Addenda
   vi. Appendix C – Contractor’s Bid

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State’s Invitation to Bid are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of DHSES as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS
The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY
In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. INFORMATION SECURITY BREACH
In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with DHSES shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of DHSES under this Agreement.

- Contractor shall supply DHSES with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as DHSES’ notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to/from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by DHSES.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from DHSES.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify DHSES and commence an investigation in cooperation with DHSES to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify DHSES following the discovery that DHSES’ system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from DHSES prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Division of Homeland Security and Emergency Services Enterprise Information Security Office, the Department of State Division of Consumer Protection, the Attorney General’s Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
• Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.

• This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor’s liability for any violations of the ISBNA.

21. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES or their designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of DHSES or their designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES or their designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DHSES officials or staff, the Contract may be terminated by the Commissioner of DHSES or their designee at the Contractor’s expense where the Contractor is determined by the Commissioner of DHSES or their designee to be non-responsible. In such event, the Commissioner of DHSES or their designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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

By: ______________________________ By: ______________________________
Name: ______________________________ Name: ______________________________
Title: ______________________________ Title: ______________________________
Federal I.D. No.: ______________________________ Date: ______________________________

APPROVED AS TO FORM
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller
INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF } 

: SS.: 

COUNTY OF } 

On the ___ day of ________________ in the year 20 __ , before me personally appeared ________________________________________, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at ____________________________________________________________, Town of _________________________________, County of _________________________________, State of ________________________________ ; and further that:

[Check One]

(☐ If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐ If a corporation): _he is the ________________________________ of ________________________________________, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐ If a partnership): _he is the ________________________________ of _________________________________________, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐ If a limited liability company): _he is a duly authorized member of ______________________________________, LLC, the limited liability company described in said instrument;
that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

__________________________
Notary Public

Registration No.__________________________ State of:__________________________
Sample Contract
Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included elsewhere in the solicitation. Will be added when contract is finalized]
Sample Contract
Appendix B

Request for Proposal
Sample Contract
Appendix C

Contractor’s Bid
DHSES Solicitation #1000
Appendix D – Insurance Requirements
Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of all insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of “A-,” Class “VII” or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. DHSES may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company’s strong financial rating. If, during the term of a policy, the carrier’s A.M. Best rating falls below “A-,” Class “VII,” the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to DHSES evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to DHSES. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by DHSES does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.

2. Policy Forms. Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.
3. **Certificates of Insurance/Notices.** Bidders and Contractors shall provide DHSES with a Certificate or Certificates of Insurance, in a form satisfactory to DHSES as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name **The New York State Division of Homeland Security and Emergency Services, Building 7A, 4th Floor, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to DHSES and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and/or any Contract Number resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis.** A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

DHSES generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although DHSES reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by DHSES. If an entire insurance policy is submitted but not requested, DHSES shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DHSES does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, DHSES, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, DHSES, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor’s insurance.

5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, DHSES, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from DHSES. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. **Waiver of Subrogation.** For all liability policies and the workers’ compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer’s right of subrogation against The People of the State of New York, DHSES, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, DHSES, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, DHSES, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, DHSES, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DHSES pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability
and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DHSES with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. **Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DHSES. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DHSES, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DHSES.

13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DHSES contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DHSES as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to DHSES, DHSES shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements
Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Proof of Coverage is Due</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td><strong>Upon notification of tentative award and updated in accordance with Contract</strong></td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Medical Expenses Limit</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Crime Insurance</strong></td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Professional Error &amp; Omissions</strong></td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Business Automobile Liability Insurance</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td></td>
</tr>
<tr>
<td>Disability Benefits</td>
<td></td>
</tr>
</tbody>
</table>

1. **Commercial General Liability Insurance**: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
• Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

2. **Crime Insurance (Employee Dishonesty):** If performance under this Contract shall require work on State property, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:
   • The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
   • The policy must include an extended reporting period of no less than one year with respect to events which occurred but were not reported during the term of the policy.
   • Any warranties required by the Contractor's insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
   • The policy shall include coverage for third party fidelity and name “The People of the State of New York, the New York State Division of Homeland Security and Emergency Services, and their officers, agents, and employees” as “Loss Payees” for all third party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
   • The policy shall not contain a condition requiring an arrest and conviction.

3. **Professional Error & Omissions:** If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.
   • Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
   • Such insurance shall cover broad areas, including but not limited to: defamation, invasion of privacy, infringement of copyright, and plagiarism.
   • If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DHSES prior to the policy’s expiration or cancellation.
   • The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

4. **Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

   In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business
Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by DHSES. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DHSES in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by DHSES. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to DHSES in accordance with the insurance requirements of any Contract resulting from this Solicitation.

5. **Workers’ Compensation Insurance and Disability Benefits Requirements**

Sections 57 and 220 of the New York State Workers’ Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers’ compensation and disability insurance is provided to DHSES.** Proof of workers’ compensation and disability benefits coverage, or proof of exemption must be submitted to DHSES at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers’ Compensation Board. **An ACORD form is not acceptable proof of New York State workers’ compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers’ Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers’ Compensation Board’s website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form C-105.2 (9/07), *Certificate of Workers’ Compensation Insurance*, sent to DHSES by the Contractor’s insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DHSES upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers’ Compensation Board’s Self-Insurance Office, or

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers’ Compensation Board’s website (www.wcb.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to DHSES by the Contractor’s insurance carrier upon request; or


Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DHSES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DHSES. Contractor’s failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DHSES’ immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by DHSES under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against DHSES, its agents and employees therefore for lost profits or any other damages.
DHSES Solicitation #1000
Appendix E – M/WBE and EEO Requirements
CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

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 ("NYCRR"), the New York State Division of Homeland Security and Emergency Services ("DHSES") 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 DHSES contracts.

II. General Provisions

A. DHSES is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to DHSES, to fully comply and cooperate with DHSES in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
B. Form EEO - Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan, LOCAL ASSISTANCE MWBE EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN Form A - GRANTEE, to DHSES to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION

The Contractor shall submit, and shall require each of its subcontractors to submit, a LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION FORM to DHSES to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION FORM must be submitted to DHSES on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

1. Separate forms shall be completed by Contractor and all subcontractors.

2. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION FORM and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION FORM and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

IV. Contract Goals

A. DHSES hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within DHSES. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).
V. **MWBE Utilization Plan**

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed LOCAL ASSISTANCE MWBE SUBCONTRACTOR/SUPPLIER UTILIZATION FORM with their bid.

B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DHSES.

C. By entering into the Contract, Bidder/Contractor 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. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.

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

E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to DHSES a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DHSES to be inadequate, DHSES shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by DHSES, a request for a partial or total waiver of MWBE participation goals on a LOCAL ASSISTANCE MWBE WAIVER REQUEST FORM. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

F. DHSES may disqualify a Bidder’s bid/proposal as being non-responsive under the following circumstances:

   (a) If a Bidder fails to submit an MWBE Utilization Plan;

   (b) If a Bidder fails to submit a written remedy to a notice of deficiency;

   (c) If a Bidder fails to submit a request for waiver; or

   (d) If DHSES determines that the Bidder has failed to document good faith efforts.

G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. **Request for Waiver**

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of DHSES for guidance.

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on a LOCAL
ASSISTANCE MWBE WAIVER REQUEST FORM, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by DHSES at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder’s/Contractor’s waiver request is complete, DHSES shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

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

D. If DHSES, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by DHSES with certified MWBEs whom DHSES determined were capable of fulfilling the MWBE goals set in the Contract.

6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to DHSES during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. DHSES requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State agency, it is the Contractor’s responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification (“audit notice”) indicating that a representative of its company needs to log-in to the NYSCS to report the company’s MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been
entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor’s responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, DHSES recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: “Introduction to the System – Vendor training” and “Contract Compliance Reporting - Vendor Training” to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/

D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on “Vendor Account Lookup” to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing “Change Info.” It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through “Request New User.” When identifying the person responsible, please add “MWBE Contact” after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for “Find Outreach and Support” on the NYSCS website.

E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report to DHSES, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: DHSES Disaster Recovery Finance, 1220 Washington Ave., 4th Floor, Albany, NY 12242.

F. It is the Contractor’s responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to DHSES, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

IX. Breach of Contract and Liquidated Damages

A. Where DHSES determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to DHSES.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. If DHSES determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by DHSES, Contractor shall pay such liquidated damages to DHSES within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: http://www.dhses.ny.gov/grants/mwbe.cfm
DHSES Solicitation XXXX
Appendix F – SDVOB Requirements
Use of Service-Disabled Veteran-owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economics of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Grant recipients are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as vendors, contractors, subcontractors, suppliers, protégés, or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at https://online.ogs.ny.gov/SDVOB/search.

Applicants need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the applicable laws to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services, and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State Law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the recipient’s optimal performance under the contract, thereby fully benefiting the public-sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects awardees to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Grant recipients will report on actual participation by each SDVOB during the term of the contract to DHSES per the policies and procedures set by DHSES. Applicants are reminded that they must continue to utilize small, minority, and women-owned businesses consistent with current State law. A business enterprise can be either a MWBE or a SDVOB for the purposes of achieving the set goals of MWBE and SDVOB participation, but not both.
DHSES Solicitation Number 1000
Cost Proposal Form

COST PROPOSAL FORM

NYS Division of Homeland Security and Emergency Services
Office of Disaster Recovery
1220 Washington Avenue
Building 7A, 4th Floor
Albany, NY 12242

Contractor’s Name_____________________________________

NOTE: This Cost Proposal Form must be completed, signed, and submitted with four originals and one exact copy. A separate budget narrative should be attached detailing the responsibilities and duties of each position requested and the necessity of the budget expenditures to the success of the Disaster Case Management Program.

The above Contractor agrees to provide Disaster Case Management Services to the Division of Homeland Security & Emergency Services for all NYS counties specified in section 2.1.a and in accordance with the specifications in this proposal for the titles and expenditures bid below. (Please refer to the title descriptions and requirement criteria in Section 2.3 of the RFP)

Cost proposal expenditures should be based on an estimated Disaster Case Management recipient population of 3,873 individuals or families. The contract term expires 24 months from the federally declared disaster date, which is September 5, 2021.

<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
<th># of Positions</th>
<th>Estimated Annual Hours</th>
<th>Annual Value</th>
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<tr>
<td>Provider Agency Staffing</td>
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<td></td>
<td></td>
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<tr>
<td>Case Managers</td>
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<td>$</td>
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<tr>
<td>Program Manager</td>
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<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Finance Manager</td>
<td>$</td>
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<tr>
<td>Case Management Supervisors</td>
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<td>$</td>
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<tr>
<td>Data Entry Specialist</td>
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<td></td>
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<tr>
<td>Total Provider Agency Staffing Costs:</td>
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Management Agency Staffing
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<tr>
<th>Position</th>
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</thead>
<tbody>
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<td>$</td>
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<tr>
<td>Finance Manager</td>
<td>$</td>
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<td>$</td>
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<td>Administrative Assistant</td>
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**Total Management Agency Staffing Costs:** $

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<td>Management Agency Fringe</td>
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**Total Fringe Benefit Costs:** $

**Non-Personal Services and Other Expenses**

<table>
<thead>
<tr>
<th>Expense Type</th>
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</thead>
<tbody>
<tr>
<td>Travel</td>
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<td>Supplies and Materials</td>
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<td>Hiring Costs</td>
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<td>Operational Expenses</td>
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<tr>
<td>Rental of Facilities</td>
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<td></td>
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</tbody>
</table>

**Grand Total Annual Bid** $

DATE ____________________________

SIGNATURE ____________________________

PRINT NAME / TITLE ____________________________
CONTRACTUAL SERVICES: Explain how the consultant(s), e.g., Construction Cost Analysts and Trainers are necessary to the success of the project and discuss the procurement method to be used. Provide an explanation of costs to be paid from the award to the consultant (limited to federal reimbursement rate of $750 per day, which includes equipment, supplies, lodging, and travel costs). Any consultant anticipated out-of-state travel must be pre-requested and approved in writing by DHSES.

EQUIPMENT: Equipment purchases valued at $5,000 or greater are subject to pre-approval by DHSES and FEMA. (Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the governmental unit for financial statement purposes, or $5000).

SUPPLIES – List aggregate cost of program supplies and aggregate cost of office supplies. (Do not break out costs of individual office or program supplies, i.e., postage, training materials, copying paper, and expendable equipment, such as books or hand-held tape recorders.)

TRAVEL AND SUSTENANCE – Indicate aggregate project related expenses required of staff (for example, for training, field work, meetings). Prior to any out-of-state travel, a written request for approval to use grant funds must be submitted to DHSES for written approval. Also indicate aggregate cost of participant travel if reimbursed, for example, metro cards.

RENTAL OF FACILITIES – Not-for-Profit applicants: Provide cost of rent specifically for the project. Property taxes are not an allowable separate budget expense. Provide total rent cost for budget period and describe the cost allocation method for determining how much rent is being charged to the grant.

ALL OTHER COSTS – List aggregate cost of miscellaneous other allowable costs.

IMPORTANT NOTE: Construction costs to office space, insurance and costs related to the inspection of damaged homes are not allowable expenses.