**New York State**

**Office of Indigent Legal Services**

**REQUEST FOR PROPOSALS**

**CASELOAD STANDARDS STUDY**

**APPENDICES A-2 THROUGH A-8, E AND F**

**IN WORD FORMAT**

**Issued: February 11, 2016**

**Submission Deadline: March 4, 2016 by 6:00 PM ET**

IMPORTANT NOTICE: A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until State Comptroller approval of the Contract. **Bidders are prohibited from contact related to this procurement with any New York State employee other than the designated contacts** **listed below** (refer to RFP A-6 Procurement Lobbying Form and

<http://ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>).

Designated Contacts for this Procurement:

Contracts Officer: Karen Jackuback

Additional Contact: Joe Wierschem

All contacts/inquiries shall be made by email to the following address:

[QA@ils.ny.gov](mailto:QA@ils.ny.gov).

The RFP is available online at <https://ils.ny.gov/content/caseload-standards-RFP>. Requests for the RFP may be made by email to [QA@ils.ny.gov](mailto:QA@ils.ny.gov).

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### APPENDIX A-2: BIDDER INFORMATION AND ATTESTATION

**PLEASE SUBMIT WITH ADMINISTRATIVE PROPOSAL**

**Please Note: A “No” response to questions three through seven (3-7) may be grounds for disqualification from this procurement.**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | **RFP Name:** | **Caseload Standards Study** | | | **Proposal Date:** | |  | | | | | |
| **1** | **Information Regarding the Proposer’s Bidder:** | |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Name:** |  | | | | | **Address:** | |  | | | | **City, State, Zip Code:** | | |  | | | **Telephone Number:** | | | |  | | **Taxpayer ID:** | | | |  | | **NYS Vendor ID:** | | | |  | | | |
| **2** | **Primary Contact Concerning this Proposal:** | |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **Name:** | |  | | | | |  |  | | **Title:** |  | | | | | |  |  | | **Address:** | | |  | | | |  |  | | **City, State, Zip Code:** | | | | | |  |  |  | | **Telephone Number:** | | | | |  | |  |  | | **Email address:** | | | |  | | |  |  | | | |
| **3** | **Irrevocable Offer:** | **The rates quoted are an irrevocable offer that is good through the execution of a contract.** | Yes | No |
| **4** | **Willingness to Perform All Services:** | **The Proposer is willing to, and capable of performing all of the deliverables and services described in this RFP.** | Yes | No |
| **5** | **Proposer Guarantees:** | 1. **The Proposer certifies it can and will provide and make available, as a minimum, all services set forth in the RFP.** 2. **The Proposer has read Section 7, Contractual Requirements, and agrees that the rights and prerogatives as detailed in that Section are retained by ILS.** 3. **The Proposer agrees to be bound by the Contractual Requirements found in Section 7 of the RFP.** | Yes | No |
| **6** | **Proposer Warranties:** | * 1. **Proposer warrants that it is willing and able to comply with New York laws with respect to foreign (non-New York) corporations.**   2. **Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.**   3. **Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the written permission of ILS.**   4. **Proposer warrants that all information provided by it in connection with this proposal is true and accurate.** | Yes | No |
| **7** | **Appendix A-1:** | **The Proposer has read, understands, and accepts the provisions of Appendix A-1, Standard Clauses for NYS Contracts, which will be incorporated, without change or amendment, into the contract entered into between ILS and the selected Proposer.** | Yes | No |
| **8** | |  | | --- | | **By my signature on this Attestation, I certify that I am authorized to bind the Bidder**  **contractually and that the above information is true and accurate.** | | **Typed or Printed Name of Authorized Representative of the Bidder** | | **Title/Position of Authorized Representative of the Bidder** | | **Signature** |   **Date** | | | |

### APPENDIX A-3: NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with New York State Finance Law, § 139-d, 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 of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | |  | Title: |  |
| Signature: | |  | | | |

*Joint or combined bids by Companies or Bidders must be certified on behalf of each participant.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | |  |  | |
| Legal name of Person, Bidder or Corporation | |  | Legal name of Person, Bidder or Corporation | |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |

### APPENDIX A-4: ASSURANCES OF NO CONFLICT OF INTERESTOR DETRIMENTAL EFFECT

The Bidder offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, or subcontractor, attests that its performance of the services outlined in this RFP does not and will not create a conflict of interest with nor position the Bidder to breach any other contract currently in force with the State of New York.

Furthermore, the Bidder attests that it will not act in any manner that is detrimental to any State project on which the Bidder is rendering services. Specifically, the Bidder attests that:

1. The fulfillment of obligations by the Bidder, as proposed in the response, does not violate any existing contracts or agreements between the Bidder and the State;
2. The fulfillment of obligations by the Bidder, as proposed in the response, does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the Bidder has with regard to any existing contracts or agreements between the Bidder and the State;
3. The fulfillment of obligations by the Bidder, as proposed in the response, does not and will not compromise the Bidder’s ability to carry out its obligations under any existing contracts between the Bidder and the State;
4. The fulfillment of any other contractual obligations that the Bidder has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Bidder will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State project to another; and,
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Bidder will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including but not limited to, any action or decision to divert resources from one State project to another.

Bidders responding to this Request for Proposals should note that ILS recognizes that conflicts may occur in the future because a Bidder may have existing or establish new relationships. ILS will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

|  |  |  |  |
| --- | --- | --- | --- |
| Name, Title: |  | | |
| Signature: |  | Date: |  |

This form must be signed by an authorized executive or legal representative.

### APPENDIX A-5: VENDOR RESPONSIBILITY QUESTIONNAIRE INSTRUCTIONS

A contracting agency is required to conduct a review of a prospective contractor (and each subcontractor whose anticipated fees for the project are estimated to be over $100,000) to provide reasonable assurances that the vendor is responsible. ILS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/vendor_index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/wps/portal>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website <http://www.osc.state.ny.us/vendrep/> or may contact ILS or the Office of the State Comptroller’s Help Desk for a copy of the paper form.

This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor’s responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or Proposer’s authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us).

Contractors (and subcontractors) must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate. The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor’s business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

### APPENDIX A-6: PROCUREMENT LOBBYING RESTRICTIONS

Pursuant to State Finance Law §§139-j and 139-k, certain restrictions are placed on contact with state agencies during the procurement process. The term “Contact” is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. In addition to obtaining the required identifying information, the state agency must inquire and record whether the person or organization that made the contact was the Offerer or was retained, employed or designated on behalf of the Offerer to appear before or contact the Governmental Entity.

The “Restricted Period” is the period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a Procurement Contract with a State agency and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

New York State employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found at:

<http://ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.asp>.

**Any Bidder responding to the solicitation must complete the form found below and submit it to the State agency.**

Questions regarding this form may be directed to the Designated Contacts for this solicitation:

Contracts Officer: Karen Jackuback

Additional Contacts: Joe Wierschem

**PROCUREMENT LOBBYING FORM**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. | Offerer/Bidder certifies that it understands and agrees to comply with the procedures of the NYS Office of Indigent Legal Services relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b). | | | | | | | | | | | | | | |
| 2. | CONTRACTOR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS  Pursuant to Procurement Lobbying Law (SFL §139-j) | | | | | | | | | | | | | | | |
|  | (a) | 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? | | | | | | | | | | | | | | |
|  |  | Yes  No | | | | | | | | | | | | | | |
|  | If yes, please answer the following question: | | | | | | | | | | | | | | | |
|  | (b) | Was the basis for the finding of non-responsibility due to a violation of State Finance Law  §139-j? | | | | | | | | | | | | | | |
|  |  | Yes  No | | | | | | | | | | | | | | |
|  |  | If “Yes” was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? | | | | | | | | | | | | | | |
|  |  | Yes  No | | | | | | | | | | | | | | |
|  |  | If “Yes”, please provide details regarding the finding of non-responsibility: | | | | | | | | | | | | | | |
|  | Governmental Entity: | | | | | |  | | | | | | | | | |
|  | Date of Finding of Non-Responsibility: | | | | | | | | | |  | | | | | |
|  | Basis of Finding of Non-Responsibility (attach additional sheets as necessary) | | | | | | | | | | | | | | | |
|  |  |  | | | | | | | | | | | | | | |
|  |  |  | | | | | | | | | | | | | | |
| 3. |  | Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information? | | | | | | | | | | | | | | |
|  |  | Yes  No | | | | | | | | | | | | | | |
|  | If yes, provide details: | | | | | | | | | | | | | | | |
|  | Governmental Entity: | | | | | | |  | | | | | | | | |
|  | Date of Termination or Withholding of Contract: | | | | | | | | | | |  | | | | |
|  | Basis of Termination or Withholding: (add additional pages if necessary) | | | | | | | | | | | | | | | |
|  |  |  | | | | | | | | | | | | | | |
|  |  |  | | | | | | | | | | | | | | |
| 4. | Offerer/Bidder certifies that all information provided to ILS, with respect to State Finance Law Section 139-k is complete, true and accurate. | | | | | | | | | | | | | | | |
| **Name of Offerer’s Bidder/Company:** | | | | | | | | | |  | | | | | | |
| **Offerer’s Business Address:** | | | | | |  | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | |
| **Offerer’s signature:** | | | | |  | | | | | | | | **Date:** | |  | |
|  | | | | *I understand that my signature represents that I am signing and responding to all certifications listed above* | | | | | | | | | |
| **Print Name:** | | |  | | | | | | | | | | | | | |
| **Title of Person signing this form:** | | | | | | | | |  | | | | | | | |

### APPENDIX A-7: IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012.  Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law).  Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

In accordance with the Iran Divestment Act, the Contractor/Bidder certifies that if it engages in investment activities in Iran, it does not provide goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran or is not a financial institution that extends twenty million dollars ($20,000,000) or more in credit for a minimum of 45 days to a person for purposes of providing goods or services in the energy sector of Iran.

By entering into a Contract resulting from this RFP, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the STATE may approve a request for Assignment of Contract

During the term of the Contract, should the STATE receive information that a person is in violation of the above-referenced certification the STATE will offer the person an opportunity to respond.  If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the STATE shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The STATE reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name: |  | |  | Title: |  |
| Signature: | |  | | | |

### APPENDIX A-8: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS:

### REQUIREMENTS AND PROCEDURES

1. **General Provisions**
2. The Office of Indigent Legal Services 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.
3. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office of Indigent Legal Services (the “ILS”), to fully comply and cooperate with the ILS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The 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.
4. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, or enforcement proceedings as allowed by the Contract.
5. **Contract Goals**
6. Pursuant to 5 NYCRR Section 142.2, ILS has determined that MWBE Contract Goals are not practical, feasible or appropriate for the services required under this RFP. As such, there are no MWBE subcontracting goals for this procurement.
7. **Equal Employment Opportunity (EEO)**
8. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development (the “DMWBD”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
9. The Contractor shall comply with the following provisions of Article 15-A:
10. Each contractor and subcontractor performing work on the Contract 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.
11. The Contractor shall submit an EEO policy statement to the ILS within seventy two (72) hours after the date of the notice by ILS to award the Contract to the Contractor.
12. If the Contractor or Subcontractor does not have an existing EEO policy statement, the ILS may provide the Contractor or Subcontractor a model statement (see Minority and Women Owned Business Enterprises Equal Opportunity Policy Statement on page 51).
13. The Contractor’s EEO policy statement shall include the following language:
14. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
15. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
16. 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.
17. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
18. Attachment A-8.1 - Staffing Plan

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

1. Attachment A-8.2 - Workforce Employment Utilization Report (“Workforce Report”)
2. The Contractor shall submit a Workforce Report, and shall require each of its Subcontractors to submit a Workforce Report, in such format as shall be required by ILS on a quarterly basis during the term of the contract.
3. Separate forms shall be completed by Contractor and any Subcontractor.
4. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
5. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL**

**EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

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

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| --- |
| **M/WBE** |

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| --- |
| **EEO** |

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

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

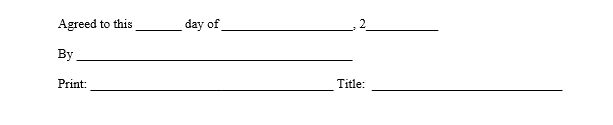
(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal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

(b)This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.



**ATTACHMENT A-8.1: STAFFING PLAN**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this Staffing Plan Form as part of their proposal. Proposers should include only the staff that will provide services under this procurement.** | | | | | | | | | | | | | | | | | |
| **Proposer Name:** | | | | | | | | | | | **Federal Identification No.:** | | | | | | |
| **Address:** | | | | | | | | | | | **Procurement No.:** | | | | | | |
| **City, State, Zip Code:** | | | | | | | | | | | | | | | | | |
| **Description of Work:** | | | | | | | | | | | | | | | | | |
| **Enter the total number of incumbents by race, sex, and ethnic group status in each of the EEO – Job Categories identified.**  **See below for information regarding race/ethnicity identification and protected class group members.** | | | | | | | | | | | | | | | | | |
| **EEO – JOB CATEGORY** | **TOTAL** | **MALE (M)** | **FEMALE (F)** | **WHITE** | | **BLACK** | | **HISPANIC** | | **ASIAN** | | **NATIVE AMERICAN** | | **DISABLED** | | **VETERAN** | |
| **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** | **M** | **F** |
| **Officials/Administrators** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Professionals** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Technicians** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Sales Workers** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Office/Clerical** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Craft Workers** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Laborers** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **Service Workers** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **PREPARED BY (Signature)** | | | | | | | | | | | **Date** | | | | | | |
| **PRINTED OR TYPED NAME AND TITLE OF PREPARER** | | | | | | | | **TELEPHONE NO.** | | | **EMAIL ADDRESS** | | | | | | |

|  |  |
| --- | --- |
| **CLASS DEFINITIONS** | |
| **Hispanic** – All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race. | **Black** (Not of Hispanic origin) – All persons having origins in any of the Black racial groups of Africa. |
| **American Indian or Alaskan Native** – All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition. | **Asian or Pacific Islander** – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa. |
| **Vietnam Era Veteran** – A veteran who served at any time between and including January 1, 1963 and May 7, 1975. | **Disabled Individual** –Any person having a physical or mental impairment that substantially limits one or more major life activity, has a record of such an impairment; or is regarded as having such an impairment. |

**Instructions for Submitting the Workforce Utilization Report**

The Workforce Utilization Report (“Report”) is to be submitted on a monthly basis for construction contracts, and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. When the workforce utilized in the performance of the contract can be separated out from the contractor’s and/or subcontractor’s total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor’s and/or subcontractor’s total workforce, information on the contractor’s and/or subcontractor’s total workforce shall be included in the Report.

Reports are to be submitted electronically, using the provided Report worksheet, to ILS within ten (10) days of the end of each month or quarter, whichever is applicable.

**Instructions for Completing the Workforce Utilization Report**

1. Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. Enter the number of the contract that the Report applies to along with the name and address of the contractor or subcontractor for which the Report has been prepared.
3. Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report.
4. Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor’s or subcontractor’s total workforce.
5. Verify that job titles are provided under the column titled “SOC Job Title” for each employee whose work will be reflected on the Report. If a necessary job title is not included, please add the corresponding job category, title and corresponding job code to the “EEO 1 Job Categories” “SOC Job Title” and “SOC Job Code” columns from the list of job categories, SOC titles, and SOC codes reflected on the attached Classification Guide.
6. In the first group of boxes, identify the number of hours worked by persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
7. In the second group of boxes, identify the number of persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
8. Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

**Race/Ethnic Identification**

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

* + **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
  + **BLACK/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
  + **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
  + **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
  + **NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**Resources**

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact Karen Jackuback, [Karen.Jackuback@ils.ny.gov](mailto:Karen.Jackuback@ils.ny.gov).

## ATTACHMENT A-8.2 WORKFORCE UTILIZATION REPORT

### APPENDIX E: COST PROPOSAL

**Please submit two (2) originals and one (1) CD of the Cost Proposal, as part of your proposal, in a separately sealed package, to the addressee noted in Section 4.5 (Submission of a Complete Three-Part Proposal).**

**ILS anticipates a total budget of $260,000 for the services described in RFP Section 3.1, and therefore will not award a contract in excess of that amount.**

The Cost Proposal is an integral component of a Bidder’s three-part submission. Bidders should take particular care to ensure the Cost Proposal is completed fully and in complete accordance with the instructions. Bidders are advised to submit questions about or requests for clarification of the Cost Proposal by **February 18, 2016**, the due date for submission of Bidder Inquiries.

Bidders are asked to provide a Cost Proposal itemizing all of the cost elements the Bidder will charge in providing the services described in Section 3.1. Bidders must provide a total project cost that includes all staff costs and expenses.

The Cost Proposal Form is divided into three tables and must be completed in its entirety according to the following instructions:

A. Staff Costs

* The Staff Costs table should include the not-to-exceed hourly rate for each person performing the services described in Section 3.1 of the RFP. Please specify each person by name and their corresponding title.
* The Staff Costs table must include only one rate for each title. All fees must be presented as a fixed dollar amount. Do not leave blanks or enter a zero dollar amount for any rate.
* Hourly rates shall be inclusive of personal service costs (salary, fringe), and other overhead expenses related to the engagement, but not itemized in the Project Expenses table. Any and all personnel costs must be built into the hourly rates and not listed as a Project Expense.

B. Project Expenses

* All Project Expenses for which the Bidder expects to be compensated in the provision of the services should be included in the Project Expenses table. Project Expenses may include, but are not limited to, travel, supplies and materials, printed resources, equipment (computer), computer software, postage, and all other expenses.
* For each Project Expense, the Bidder must identify the expense and its cost.
* All purchases for equipment included in the Project Expense table having a useful life of more than one year and an acquisition cost of $1000 or more per unit will become the property of the State, and will be recouped by ILS after the project is complete.
* All Project Expenses will be added together to arrive at a total Project Expenses value.

C. Total Not-to-Exceed Project Cost

* The Staff Cost and the Project Expenses shall be carried over to the Total Not-to-Exceed Project Cost table. The two costs shall be added together to establish the Total Not-to-Exceed Project Cost.

If a Bidder’s pricing model consists solely of staff hourly rates, then the Bidder only needs to complete the Staff Costs and Total Not-to-Exceed Project Cost tables. If a Bidder’s pricing model consists of hourly staff rates and Project Expenses, then the Bidder must complete the Staff Cost, Project Expense, and Total Not-to-Exceed Project Cost tables.

The Cost Proposal Form should be signed by the individual who signs the proposal Bidder Information and Attestation page (an individual authorized to bind the bidding Bidder contractually).

Payments to the selected Bidder will only be made for actual hours worked, and will not exceed the hourly rates or Expense Costs contained in the proposal.

ILS will compensate the successful Contractor following submission of an approvable invoice, as further described in RFP Section 7.3.4: Compensation/Manner of Payment. Invoices should be submitted on a monthly basis, in the month following when services were performed. **A total of fifteen percent (15%) of the total amount billed shall be withheld and shall be paid to the Contractor upon successful completion of the final report.**

**APPENDIX E: COST PROPOSAL**

**Cost Proposal Form**

**Caseload Standards Study**

|  |  |
| --- | --- |
| **Bidder Name:** |  |

**A. STAFF COSTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name(s)** | **Title(s)\*** | **Estimated Hours** | **Hourly Rate** | **Total Cost** |
|  | Project Leader |  |  |  |
|  | Staff Member (1) |  |  |  |
|  | Staff Member (2) |  |  |  |
|  | Staff Member (3) |  |  |  |
|  | Staff Member (4) |  |  |  |
| **TOTAL HOURS** | |  | **TOTAL STAFF COSTS** |  |

\*Bidder may add additional rows if staff exceeds five.

**B. PROJECT EXPENSES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Project Expenses** | **Cost Per Unit** | **Quantity** | **Total Cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **TOTAL PROJECT EXPENSES** | | |  |

**APPENDIX E: COST PROPOSAL**

**Cost Proposal Form**

**Caseload Standards Study**

|  |  |
| --- | --- |
| **Bidder Name:** |  |

**C. TOTAL NOT-TO-EXCEED PROJECT COST**

|  |  |
| --- | --- |
| **TOTAL STAFF COSTS** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **TOTAL PROJECT EXPENSES** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **TOTAL NOT-TO-EXCEED PROJECT COST** | **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |  |
| --- | --- | --- |
| **Authorized Signatory for the Bidder** |  | **Name (print or type)** |
|  |  |  |
| **Title** |  | **Date** |

### APPENDIX F: PROPOSAL CHECKLIST

**CASELOAD STANDARDS STUDY RFP**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | |  |  | | | | | | | |
| Bidder Name | | | | |  | Date | | | | | | | |
| **Technical Proposal (2 originals, 4 hardcopies and 1 DVD/CD)** | | | | | | | | | | | | | |
| 1. | | Does the proposal contain 2 originals, 4 hardcopies and 1 DVD/CD of the Technical Proposal? | | | | | | Yes |  | No |  | | |
| 2. | | Does the proposal contain all components of the Technical Proposal, as stated below? | | | | | | Yes |  | No |  | | |
|  | | A. | | **Table of Contents** | | | | Yes |  | No |  | | |
|  | | B. | | **Executive Summary** | | | | Yes |  | No |  | | |
|  | | D. | | **Proposed Project Approach and Study Plan** | | | |  |  |  |  | | |
|  | |  | | * Narrative describing the project approach including: | | | | Yes |  | No |  | | |
|  | |  | | * + Preliminary work plan including an explanation of the methodology to be followed | | | | Yes |  | No |  | | |
|  | |  | | * + Study plan describing the technical approach including tasks and projected timetable | | | | Yes |  | No |  | | |
|  | | C. | | **Bidder Experience and Qualifications** | | | |  |  |  |  | | |
|  | |  | | * Bidder Overview | | | | Yes |  | No |  | | |
|  | |  | | * Bidder Experience | | | | Yes |  | No |  | | |
|  | | D. | | **Staff Experience and Qualifications** | | | |  |  |  |  | | |
|  | |  | | * Staffing Plan | | | | Yes |  | No |  | | |
|  | |  | | * Organizational Chart | | | | Yes |  | No |  | | |
|  | |  | | * Staff Resumes | | | | Yes |  | No |  | | |
| 3. | | Excluding staff resumes is the Technical Proposal 25 pages or less? | | | | | | Yes |  | No |  | | |
| **Cost Proposal (2 originals and 1 DVD/CD)** | | | | | | | | | | | | |
| 1. | | Does the proposal contain 2 originals and 1 DVD/CD of the Cost Proposal? | | | | | Yes | |  | No |  | | |
| 2. | | Did the Bidder complete and sign Appendix E: Cost Proposal Form? | | | | | Yes | |  | No |  | | |
| **Administrative Proposal (2 originals and 1 DVD/CD)** | | | | | | | | | | | |
| 1. | Does the proposal contain 2 originals and 1 DVD/CD of the Administrative Proposal? | | | | | | Yes | |  | No |  | | |
| 2. | Did the Bidder submit executed copies of: | | | | | | Yes | |  | No |  | | |
|  |  | | * Appendix A-2: Bidder Information and Attestation | | | | Yes | |  | No |  | | |
|  |  | | * Appendix A-3: Non-Collusive Bidding Certification | | | | Yes | |  | No |  | | |
|  |  | | * Appendix A-4: Assurances of No Conflict of Interest or Detrimental Effect | | | | Yes | |  | No |  | | |
|  |  | | * Appendix A-5: Vendor Responsibility Questionnaire (hardcopy or submitted electronically in the State’s VendRep system) for the Bidder and any subcontractor anticipated to receive a subcontract in excess of $100,000 | | | | Yes | |  | No |  | | |
|  |  | | * Appendix A-6: Procurement Lobbying Form | | | | Yes | |  | No |  | | |
|  |  | | * Appendix A-7: Iran Divestment Act Certification | | | | Yes | |  | No |  | | |
|  |  | | * Appendix A-8: Staffing Plan Form | | | | Yes | |  | No |  | | |
|  |  | | * Disclosure of pending or prior lawsuits | | | | Yes | |  | No |  | | |
|  |  | | * Freedom of Information Law Redaction Request | | | | Yes | |  | No |  | | |