

**Invitation for Bid: OMH01-X000227-3650614  
For the procurement of: Concession Services**

**EVENT DATES:**

Return of Site Visit Registration Form (Attachment B):	<b>Tuesday, April 19, 2016 by 3:00 p.m. EST</b>
Mandatory Site Visit	<b>Wednesday, April 20, 2016 at 10:30 a.m. EST</b>
Receipt of Questions from Potential Bidders:	<b>Monday, May 2, 2016 by 3:00 p.m. EST</b>
Questions & Answers sent by OMH:	<b>Monday, May 9, 2016 by 3:00 p.m. EST</b>
Proposal Submission/No Bid Due Date and Time:	<b>Wednesday, May 18, 2016 by 3:00 p.m. EST</b>
Select/Non-Select Letters sent to appropriate Bidders	As soon as possible after the bid opening
Bidder Protest Deadline:	OMH must receive no later than 7 business days after date on non-select letter
Pre-Contract Award Meeting	<b>To be determined</b>
Anticipated Contract Start/End Dates:	<b>July 1, 2016 - June 30, 2021</b>

**1.Scope of Work:**

Deliverables are defined in the Appendix D of attached Office of Mental Health (OMH) contract boilerplate.

**2.Issuing Office/Permissible Contacts:**

The issuing office named below is the sole point of contact in the State for matters related to this IFB. Pursuant to State Finance Law 139-j and 139-k, this IFB includes and imposes certain restrictions on communications between OMH and an Offeror/bidder during the procurement process. Please reference Attachment J, *Summary of OMH Procurement Lobbying Guidelines*, included with this solicitation.

Attention: **Le'ana H. Williams**  
 Title: **Contract Management Specialist**  
 Facility Name **NYS Office of Mental Health - Consolidated Business Office  
Contract & Procurement Services - Unit N Upper**  
 Address: **75 New Scotland Avenue  
Albany, NY 12208**  
 Phone: **(518) 549-5223**  
 Fax: **(518) 549-5217**  
 E-Mail:

Attention: **Paul J .Murray**  
 Title: **Contract Management Specialist II**  
 Facility Name **NYS Office of Mental Health - Consolidated Business Office  
Contract & Procurement Services - Unit N Upper**  
 Address: **75 New Scotland Avenue  
Albany, NY 12208**  
 Phone: **(518) 549-5219**  
 Fax: **(518) 549-5217**  
 E-Mail: **Paul.Murray@omh.ny.gov**

### **3. Site Visit:**

**A Mandatory site visit is scheduled for Wednesday, April 20, 2016 at 10:30 a.m. EST.** Directions are available at the OMH website <http://www.omh.ny.gov> – type “directions” at search option, hit go. Interested bidders are to sign in at **777 Seaview Avenue Staten Island, NY 10305. No one will be admitted to the site visit after the time cited above.**

Site visit registration can be accomplished by completing and returning the **Site Visit Registration Form/ Attachment B**, no later than **Tuesday, April 19, 2016 by 3:00 p.m. EST.**

### **4. Questions and Answers:**

Questions answered during the conference or site visit will not receive official responses. All questions must be submitted in writing by the bidder. All eligible bidders will receive an email containing the official responses to all questions received by the due date.

All written questions regarding this solicitation must be sent to **Le'ana H. Williams** via e-mail only by **Monday, May 2, 2016 by 3:00 p.m. EST.** Questions and answers will be accumulated by **NYS Office of Mental Health - Consolidated Business Office** and sent to all potential bidders by **Monday, May 9, 2016 by 3:00 p.m. EST.** Questions and Answers will also be posted to the New York State Contract Reporter Ad.

### **5. MWBE/EEO Participation Requirements:**

Minority and Woman Business Enterprises (MWBE) and Equal Employment Opportunity (EEO) program requirements are set forth in Attachment A-2.

### **6. New York State Business Usage Requirements:**

Encouraging New York State Businesses in performance of Contracts as set forth in Attachment A-3 and Attachment O.

### **7. Response Date:**

Sealed bids will be received by the Issuing Office for items specified herein or attached hereto under the terms and conditions of this solicitation. Bids will not be considered if received at a later date or time. No facsimile bids will be accepted. Sealed bids must be submitted to the facility's Business Office in an envelope with the proposal envelope label that is included in this IFB. The facility assumes no responsibility for delivery delays and will not consider proposals arriving after the bid due day and time.

#### **Bids must be mailed to:**

Attention: **Le'ana H. Williams**  
Facility: **NYS Office of Mental Health – Consolidated Business Office**  
**Contract & Procurement Services – Unit N Upper**  
Address: **75 New Scotland Avenue**  
**Albany, NY 12208**

If you cannot bid for this solicitation, please return the **No Bid Explanation Form/Exhibit B-1** as per instructions no later than the bid due date and time.

Bids that are illegible, incomplete, or that contain any omissions, erasures, alterations, additions or items not called for in the solicitation or that contain irregularities of any kind may be rejected. All costs associated with the preparation of bid are the responsibility of the Bidders. Bidders may modify, in writing, the content of any bid at any time prior to the bid due date and time. Bids may be withdrawn or canceled before the bid due date and time.

## **8. Determination/Method of Award:**

A contract will be awarded to the responsible bidder that offers the highest commission rate. This is defined as that bidder offering to pay the highest commission percentage to the facility, as follows, who also meets all minimum mandatory requirements, as defined in Section 9 below. OMH reserves the right to evaluate and/or reject all bids, in whole or in part, and to waive or modify technicalities, irregularities, and omissions, or solicit new bids if, in the agency's judgment, the best interest of the State will be served. Following contractor selections and prior to signing a contract, OMH reserves the right to further negotiate cost or other specifics.

In the case of tied bids between two or more bidders, OMH shall select from among the tied bidders who has been in business for the most number of years.

## **9. Mandatory Bid Submission Requirements:** (Please submit in the order as itemized below.)

**A.** The submission of a bid/proposal constitutes a binding offer to perform said services. Such binding offer shall be firm and not revocable for a period of 120 days after the deadline for bid/proposal submission and will continue thereafter until the Successful Offeror notifies OMH otherwise, in writing. Such deadline may be extended further by mutual agreement.

**B. Documentation that must be submitted by bidders on or before the bid due date, if applicable** (Place the completed *Bid Submission Checklist* first in the bid package) **OMH reserves the right to disqualify any bid that does not include the required documents:**

- 1. Attachment C – Cover Sheet:** must be used as the first page/cover sheet.
- 2.** Include proof of having been in business performing the required type of service for at least **three (3)** years.
- 3.** Complete **Form ST-220-CA Contractor Certification.** The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link:  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

Please note that Form ST-220-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

- 4. Attachment D – Bid Quote Sheet:** Bids shall be submitted utilizing this form only.
- 5. Attachment E – Non-Collusive Bidding Certificate:** Complete and return with bid. Required by Section 139-D of the State Finance Law
- 6. Attachment F – Business References:** Provide three (3) **Business References.** Include any NY State Agencies, if applicable.
- 7. Attachment G – Vendor Responsibility Questionnaire:** Complete either **hard copy or online.** Please refer to **Attachment G** for a detailed explanation and links to the most current forms to use.
- 8. Obtain a Vendor Registration Number if you are not already registered to do business with New York State entities.** Access the link in **Attachment G** for the Substitute W-9. Complete the online form electronically, download the completed form, and sign in the designated area. Return the completed W-9 with the other bid documents to the designated individual at the OMH facility. All vendors are required to have a vendor registration number to do business with New York

State.

9. **Attachment H – Consultant Disclosure Form A:** Complete as explained in section 13 below and return with bid, if applicable.
10. **Attachments J1 and J2:** Complete **Offeror’s Affirmation of Understanding (J1) OMH Offeror Disclosure of Prior Non-Responsibility Determinations/Attachment (J2).**
11. **Attachment A-2 – MWBE/EE0 Policy Statement:** Complete per the instructions
12. **Attachment K – EEO Employment Opportunity Policy Statement:** Complete and return with bid.
13. **Attachment K-2 - EEO Employment Opportunity Staffing Plan:** Complete and return with bid.
14. **Attachment L – MWBE Utilization Plan:** If M/WBE goals have been established in Attachment A, then complete and return with bid,
15. **Attachment M – Application for Waiver (if applicable):** Complete if MWBE participation goals cannot be met and good faith efforts have been performed.
16. **Attachment M-1: Certification of Good Faith Efforts** (if applicable): Complete form certifying that good faith efforts have been performed.
17. **Attachment N – MacBride Fair Employment Principles:** Complete and return with bid.
18. **Attachment A-3: Encouraging the Use of New York State Subcontractors and Supplies** and, if applicable,
19. **Attachment O – New York State Business Usage Form** (if applicable):
20. Proof of insurance and licensing as stated in the OMH contract boilerplate.
21. If required, provide verification of being registered to conduct business in New York State or State of Corporate main office. For NYS verification, go to NYS Department of State at [www.dos.ny.gov](http://www.dos.ny.gov) ; for any other state, go to that state’s licensing agency.
22. Submit proof of coverage for New York State Workers’ Compensation & Disability Benefits Insurance as explained in Section 10 of this IFB.

**10. New York State Worker Compensation & Disability Benefits insurance Requirements:**

**A. Workers’ Compensation Requirement:** Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State Workers’ Compensation Insurance coverage.

Therefore, as part of your bid submission you must provide one of the following forms to meet this requirement. **Failure to submit one of these forms may result in rejection of your bid.**

1. **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:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board’s website, <http://www.wcb.ny.gov/> , under the heading “Forms.” Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

**OR**

2. **C-105.2** Certificate of Workers’ Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the **U-26.3**;

**OR**

3. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

**B. Disability Benefit Insurance Requirement:**

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance.

All bidders as part of their bid submission must submit one of the following forms in order to meet this requirement. **Failure to provide one of these forms may result in your bid being disqualified.**

1. 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:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/> , under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

**OR**

2. DB-120.1 Certificate of Disability Benefits Insurance (the contractor's insurance carrier provides this form);

**OR**

3. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

**11. Additional Insurance Requirement:**

**Insuring Requirements**

Prior to the start of work the **Contractor** shall procure at its sole cost and expense, and shall maintain in force at all times **during the term of this Agreement**, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York with an A.M. Best Company rating of —A-II or better. The OMH may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Agency to accept insurance placed with a non-authorized carrier under any circumstances.

The **Contractor** shall deliver to OMH evidence of such policies in a form acceptable to the OMH. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

**General Conditions**

**A. Conditions Applicable to Insurance.** All policies of insurance required by this agreement must meet the following requirements:

**1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the **Contractor** are specified in Appendix G, of the contract boilerplate.

**2. Policy Forms.** Except as may be otherwise specifically provided herein or agreed in writing by OMH, policies must be written on an **occurrence** basis. Under certain circumstances, the OMH may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Agency prior to the policy's expiration or cancellation.

**3. Certificates of Insurance/Notices.** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the OMH, before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates shall be mailed to the:

**Contract and Procurement Services  
NYS Office of Mental Health  
Consolidated Business Office  
Contract & Procurement Services – Unit N Upper  
75 New Scotland Avenue  
Albany, NY 12208**

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the OMH, Attn: NYS Office of Mental Health, 75 New Scotland Avenue, Albany, NY 12208. In addition, if required by the OMH, the **Contractor** shall deliver to the OMH within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- a. Be in the form approved by OMH.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- c. Specify the Additional Insureds and Named Insureds as required herein.
- d. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,
- e. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
- f. Be signed by an authorized representative of the insurance carrier or producer.

Original, copies, faxed, and electronic documents (Certificates of Insurance, Supplemental Insurance Certificates and other attachments) will be accepted.

**4. Primary Coverage:** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the OMH for any claim arising from the **Contractor's** Work under this contract, or as a result of the **Contractor's** activities. Any other insurance maintained by the OMH shall be excess of and shall not contribute with the **Contractor's** insurance regardless of the —other insurance clause contained in the Agency's own policy of insurance.

**5. Policy Renewal/Expiration:** At least two (2) weeks prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the OMH than the expiring policies shall be delivered to the OMH in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices* above. If, at any time during the term of this contract, the coverage provisions and limits of the

policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the OMH, the **Contractor** shall immediately cease Work on the Project. The **Contractor** shall not resume Work on the Project until authorized to do so by the OMH. Any delay, time lost, or additional cost incurred as a result of the **Contractor** not having insurance required by the Contract or not providing proof of same in a form acceptable to the OMH, shall not give rise to a delay claim or any other claim against the OMH. Should the **Contractor** fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the OMH, the OMH may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the **Contractor**, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the **Contractor**.

**6. Self-Insured Retention/Deductibles:** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. For Construction contracts – General, Environmental, and/or Builders’ Risk deductibles or self-insured retentions above \$100,000 are subject to approval from the OMH. Additional surety/security may be required in certain circumstances. The **Contractor** shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

**7. Subcontractors:** Should the **Contractor** engage a Subcontractor, the **Contractor** shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the OMH.

## **12. Background Checks and Requirements for Contractor providing services in OMH-operated Facilities**

**A.** If the CONTRACTOR is providing services described in Appendix D (Program Work Plan) in his or her individual capacity such that the CONTRACTOR will have regular and substantial contact with any person who is receiving services or support from OMH:

1. CONTRACTOR agrees to be screened by OMH against the Staff Exclusion List (“SEL”) and Statewide Child Abuse Registry List (“SCR”) in accordance with Social Services Law Sections 424-a and 495. In the event that SCR notifies OMH of the existence of an indicated report, CONTRACTOR agrees to provide written consent to the SCR to release to OMH any and all information SCR has regarding CONTRACTOR. CONTRACTOR shall provide such additional information as OMH, in its sole discretion, deems necessary to permit OMH to make a determination about CONTRACTOR’s suitability to provide the contract services. Any fees associated with this procedure will be paid by the OMH Facility.

2. By signing this Agreement, CONTRACTOR represents and warrants that:

1. CONTRACTOR has not previously engaged in any act in violation of any law which could compromise the health and safety of Facility patients.
2. During the term of this Agreement, CONTRACTOR shall not engage in any act in violation of any law which could compromise the health and safety of Facility patients.

3. Prior to being permitted to provide services under this Agreement, CONTRACTOR shall execute the [Justice Center Code of Conduct](#) as required by the Protection of People with Special Needs Act. A copy of the Justice Center Code of Conduct can be found at the following link: <http://www.justicecenter.ny.gov/sites/default/files/documents/CodeOfConductForm-002.pdf>

4. OMH may terminate the Agreement for cause immediately in the event that:

1. CONTRACTOR is listed on the SEL;

2. CONTRACTOR fails to provide consent for release of information from SCR as required in subparagraph (a) above;
  3. CONTRACTOR fails to provide such additional information as OMH, in its sole discretion, deems necessary to permit OMH to make a determination about CONTRACTOR's suitability to provider for the contract services;
  4. OMH, in its sole and absolute discretion, determines that CONTRACTOR is not suitable to provide the contract services based on information in the SCR or supplemental information provided by CONTRACTOR;
  5. OMH receives reliable information that, prior or during the term of the Agreement, CONTRACTOR has engaged in an act in violation of the law which, in OMH's sole and absolute discretion, could compromise the health and safety of Facility patients;
  6. CONTRACTOR fails to execute, or following execution, to comply with the required [Justice Center Code of Conduct](#);
5. Prior to terminating the Agreement for cause as provided in subparagraph D(3)-(6) above, OMH shall provide CONTRACTOR with written notice and an opportunity to be heard. Contractor shall be suspended from performing services under the Agreement pending OMH's final determination regarding termination.
- B.** If the CONTRACTOR provides the services described in Appendix D, via employees, agents, or subcontractors (subject individuals), wherein the subject individuals will have regular and substantial contact with any person who is receiving services or supports from OMH:
1. CONTRACTOR shall assure that the subject individuals agree to be screened by OMH against the SEL and SCR in accordance with Social Services Law Sections 424-a and 495. In the event that SCR notifies OMH of the existence of an indicated report, CONTRACTOR agrees that subject individual must provide written consent to the SCR to release to OMH any and all information SCR has regarding the subject individual. CONTRACTOR shall ensure that subject individuals provide such additional information as OMH, in its sole discretion, deems necessary to permit OMH to make a determination about subject individual's ability to provide services to OMH patients. Any fees associated with this procedure will be paid by the OMH Facility.
  2. CONTRACTOR, solely at its own expense, shall pre-screen and conduct background checks which shall consist of an investigation to determine evidence of criminal history; verification of education, professional license, certification or other credentials required. CONTRACTOR assumes responsibility for ensuring that no subject individual has previously engaged in any act in violation of any law which could compromise the health and safety of Facility patients.
  3. CONTRACTOR must assure that subject individuals agree to read and sign the [Justice Center Code of Conduct](#).
  4. OMH reserves the right to bar any subject individual from performing contract services under this Agreement in the event that such individual fails to meet the requirements set forth herein. OMH may terminate the Agreement for cause immediately in the event that CONTRACTOR is unable to provide services to the OMH facility via a subject individual who has complied with all requirements identified in items (i) – (iii) above.

### **13. Reserved Rights:**

**The New York State Office of Mental Health reserves the right to:**

- A.** Withdraw the bid at any time, at its sole discretion;
- B.** Disqualify any bidder whose conduct and/or bid submission fails to conform to the requirement

of the bid;

- C. Seek clarifications and revisions of bid;
- D. Use bid information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the OMH's request for clarifying information in the course of evaluation and/or selection under this bid;
- E. Prior to the bid due date, amend bid specifications to correct errors or oversights, or to supply additional information as it becomes available;
- F. Change any of the scheduled dates stated herein;
- G. Conduct contract negotiations with the next responsible bidder should the OMH be unsuccessful in negotiating with the selected bidder within fifteen (15) business days from notification of selection for award. This is to include completion of all required documents and signature of the contract;
- H. Adjust or correct cost or cost figures with concurrence of the Offeror if mathematical or typographical errors exist;
- I. Waive requirements or amend this bid upon notification to all Offerors. Mandatory requirements may be eliminated if unmet by all Offerors;
- J. Reject any or all bids received in response to this IFB;
- K. Make an award under this IFB in whole or in part;
- L. Prior to the bid due date, direct bidders to submit proposal modifications addressing subsequent amendments/modifications to this IFB;
- M. Eliminate any mandatory, non-material specifications that cannot be complied with by any of the prospective bidders, and waive any requirement of this IFB that are not material;
- N. Negotiate with the successful bidder within the scope of this IFB, in the best interests of the State;
- O. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's bid and/or to determine an Offeror's compliance with the requirements of the solicitation;
- P. Utilize any and all ideas submitted in the bids received.

**14. NYS Department of Labor Prevailing Wage Rates:**

**Does not** apply to this solicitation.

**15. Consultant Disclosure Legislation:**

**Does Not** apply to this solicitation.

**16. Bid Confidentiality:**

All bids submitted for OMH's consideration will be held in confidence. However, the resulting contract is

subject to New York State Freedom of Information Law (FOIL). Therefore, if a bidder believes that any information in its bid constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL. (Article 6 of the Public Officer's Law), the bidder shall submit with its bid a separate letter specifically identifying the page number(s), line(s), or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by a bidder to submit such a letter with its bid identifying trade secrets will constitute a waiver by the bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire bid be kept confidential is not advisable since a bid cannot reasonably consist of all data subject to FOIL proprietary status.

#### **17. Contract Payment:**

All contractors are required to participate in the Electronic Payment program offered by the NYS Office of the State Comptroller (OSC). Payment for invoices submitted by contractors will only be rendered electronically unless payment by paper check has been expressly authorized by OMH's Office of Financial Management, at OMH's sole discretion, due to extenuating circumstances. Electronic payments will be made in accordance with ordinary State procedures and practices. Contractors shall comply with the State Comptroller's procedures to authorize electronic payments. For additional information and to apply for Electronic Payments, the CONTRACTOR is directed to the following web site:

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

#### **18. The OMH contract boilerplate is included with these specifications. All terms apply to this solicitation.**

#### **19. Debriefing:**

A debriefing is available to any entity that submitted a proposal or bid in response to a solicitation ("Bidder"). A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. A Debriefing shall be **requested in writing** by the unsuccessful Bidder **within five (5) business days of OMH notifying the unsuccessful Bidder that another vendor was selected.** An unsuccessful Bidder's written request for a debriefing shall be submitted to the designated contact indicated in Section 2. The debriefing shall occur within ten (10) days of OMH's receipt of this request or as soon after that time as practicable under the circumstances.

#### **20. Protest Procedure:**

A bidder wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within seven (7) business days of notice of a contract being awarded, to the OMH designated contact in Section 2 of this IFB. If a request for a debriefing is received by OMH as set forth in Section 17 of this IFB, then a Notice of Protest is due within two business days after the debriefing session occurs.

The Notice of Protest must include at a minimum the following information: (a) Contract number and title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award, and (c) a contact name, address, and e-mail address to which OMH may address its Protest Determination.

OMH will review the Notice of Protest, and within fifteen (15) business days notify the protesting party of its Protest Determination. If OMH requires additional time, then it will notify the protesting party within the above stated fifteen (15) business days. OMH may summarily deny a protest that fails to contain specific factual or legal allegations. Upon receipt of OMH's Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is set forth at: [http://www.osc.state.ny.us/agencies/guide/files/Xlatt2\\_17.pdf](http://www.osc.state.ny.us/agencies/guide/files/Xlatt2_17.pdf)

## **21. IRAN DIVESTMENT ACT:**

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. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that 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.

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

OMH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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## BID SUBMISSION CHECKLIST

OMH reserves the right to disqualify any bids that do not contain the **mandatory items** as specified for this Solicitation and the resulting Contract. Bidders should use the following checklist when submitting bids and include all required documents with bid proposals (*mark the box to indicate inclusion of the documents*):

Required document	Type of Submission	Included with Bid Submission
<b>Attachment C</b> Solicitation Cover Sheet	Include the completed hard copy (found on <b>page 24</b> in this document).	<input type="checkbox"/>
<b>Proof of required experience:</b> As required in the item 9.B.2 requirements, include proof of being in business performing the specific services required	Acceptable proof includes certification of incorporation or similar documentation illustrating the date that the business was legally established	<input type="checkbox"/>
<b>Form ST-220 CA:</b> Complete this form to certify that Form ST-220-TD has been filed with NYS Tax Department.	Use the link provided in section <b>9.B.3</b> to access the latest revision of the required form.	<input type="checkbox"/>
<b>Attachment D</b> Bid Quote Sheet	Include a signed original (found on <b>page Error! Bookmark not defined.</b> in this document).	<input type="checkbox"/>
<b>Attachment E</b> Non-Collusive Bidding Certification	Provide a signed and notarized original (found on <b>page 27</b> of this document).	<input type="checkbox"/>
<b>Attachment F</b> Business References	Include three references on form provided on <b>page 30</b> of this document.	<input type="checkbox"/>
<b>Attachment G:</b> Vendor Responsibility Questionnaire	Submit either hard copy questionnaire or be sure to update the VendRep online questionnaire using NYS VendRep System if applicable.	<input type="checkbox"/>
Vendor Responsibility Certification	Indicate format utilized by checking appropriate box on <b>page 31</b> of this document.	<input type="checkbox"/>
Vendor Registration Requirement	Include the completed <b>Substitute Form W-9</b> . Use the link on <b>page 31</b> to access, complete, and download the required form.	<input type="checkbox"/>
<b>Attachment H:</b> Form A	If applicable, complete and return this form with your bid.	<input type="checkbox"/>
<b>Attachment J1:</b> Offeror's Affirmation of Understanding	Provide the signed original (found on <b>pages 33</b> In this document).	<input type="checkbox"/>
<b>Attachment J2:</b> OMH Offeror Disclosure of Prior Non-Responsibility Determinations	Include the signed original (found on <b>page 34</b> in this document).	<input type="checkbox"/>
<b>Attachment K and K-2 - EEO Forms</b>	EEO Employment Opportunity Policy Statement/Attachment K .EEO Employment Opportunity Staffing Plan/Attachment K-2.	<input type="checkbox"/>
<b>Attachment L, M, M-1 and A-2:</b> MWBE compliance forms: Utilization Plan, Application for Waiver if applicable, Certification of Good Faith Efforts and the MWBE/EEO Policy Statement	Submit a completed and signed <b>Attachment L, Attachment M, if applicable, Attachment M-1, if applicable, and Attachment A-2 MWBE/EEO Policy Statement</b>	<input type="checkbox"/>
<b>Attachment N:</b> Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles	Submit a completed and signed form.	<input type="checkbox"/>
<b>Attachment A-3 and Attachment O:</b> New York State Business form4	Submit a completed and signed Attachment A-3 ( <b>page 20</b> ) and Attachment O ( <b>page 43</b> ).	<input type="checkbox"/>
<b>Workers' Compensation/NYS Disability Coverage required forms</b>	If required, include verification of required coverage.	<input type="checkbox"/>
<b>Liability Insurance Coverage</b>	If required, include verification of required coverage.	<input type="checkbox"/>

## ATTACHMENT A

### PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

#### I. General Provisions:

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

#### II. Contract Goals:

- A. For purposes of this procurement, OMH hereby establishes the following MWBE Goals:

**Minority and Women-Owned Business Enterprises (“MWBE”) participation: 30%**

**The 30% total participation is comprised of:**

**Minority-Owned Business Enterprises (“MBE”) participation: 16%**

**Women-Owned Business Enterprises (“WBE”) participation: 14%**

- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

## ATTACHMENT A

### III. Equal Employment Opportunity (EEO):

**A.** Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

**B.** Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the OMH within seventy two (72) hours after the date of the notice by OMH to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, it must submit the model statement in Attachment K – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement.
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

**C.** Attachment K-2 - Staffing Plan:

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

## ATTACHMENT A

### D. Workforce Employment Utilization Report (“Workforce Report”):

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

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

### IV. MWBE Utilization Plan-Attachment L:

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

### V. Waivers:

- A. For Waiver Requests Contractor should use Attachment M – Application for Waiver of MWBE Participation Goals.
- B. If the Contractor is submitting an Application for Waiver, the Contractor must also submit Attachment M-1 – MWBE Certification of Good Faith Efforts. This form must be signed and notarized by the Contractor confirming that due diligence has been performed in documenting “Good Faith Efforts” to provide meaningful participation by New York State certified MWBE subcontractors and/or suppliers.
- C. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit an Application for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the Application is complete, the OMH shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

## ATTACHMENT A

D.If the OMH, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OMH 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.

### VI. Quarterly MWBE Contractor Compliance Report-Appendix A-2:

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Appendix A-2) to the OMH by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

### VII. Liquidated Damages - MWBE Participation:

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

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

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

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OMH, Contractor shall pay such liquidated damages to the OMH within sixty (60) days after they are assessed by the OMH unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OMH.

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## ATTACHMENT A-2

### Minority and Women-owned Business Enterprise (M/WBE) Goals

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Solicitation Number: OMH01-X000227-3650614

Solicitation Participation Goals: **16%** MBE and **14%**WBE

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In 2010, Article 15-A of the New York State Executive Law was amended to promote and increase the number of minority groups and women participating on State Contracts.

The Office of Mental Health (OMH) supports and is committed to this effort and has developed requirements and forms that all potential contractors must adhere to in order to be considered responsive to a solicitation. Failure to comply with this requirement may result in a bid being disqualified from consideration.

Only New York State-certified M/WBE firms or those in the process of becoming certified can be used as subcontractors to meet the stated goals. Firms certified as M/WBEs in other states, or certified as Disadvantage Business Enterprises (DBEs) in the federal government program, do not qualify as subcontractors for meeting the stated M/WBE goals. Verification of pending status will be required of firms currently in the process of becoming certified in New York State.

An Offeror's ability to provide the service or commodity as described in a solicitation document does not constitute a reason for being granted a waiver from the participation goals. Bids must include a complete and certified Utilization Plan (Attachment L) listing the M/WBE subcontractors or suppliers that will be used to meet the goals.

In the event that an Offeror cannot meet the entirety of the goals as stated, an Application for Waiver (Attachment M) must be completed. Application must document Good Faith Efforts (GFE) consistent with Section 142.8 of the M/WBE regulations. In addition to completing the application, Offeror's must submit a signed and notarized Certification of Good Faith Efforts (Attachment M-1) affirming due diligence in performing a Good Faith Effort to meet the goals.

OMH recognizes that not all solicitations are of a scope that readily allow for direct participation by M/WBE firms. Offeror's may also meet the solicitation goals by utilizing M/WBE firms in support of their overall company operations. Second Tier services that may be used to satisfy these goals include:

<b>Accounting Services</b>	<b>Copying</b>	<b>Office Supplies</b>	<b>Security</b>	<b>Travel Services</b>
<b>Advertising</b>	<b>Electrical Services</b>	<b>Pest Control</b>	<b>Shredding Services</b>	<b>IT Services</b>
<b>Building Maintenance</b>	<b>Furniture</b>	<b>Printing Services</b>	<b>Tax Preparation</b>	
<b>Car Rental</b>	<b>Heating and Cooling</b>	<b>Publishing</b>	<b>Technical Writing</b>	
<b>Cleaning Supplies</b>	<b>Janitorial Services</b>	<b>Rubbish Removal</b>	<b>Training</b>	

Offeror's should consult the New York State M/WBE Directory in order to identify potential firms to partner with to meet their M/WBE goals. The directory may be reached with the following link: <https://ny.newnycontracts.com>. OMH's MWBE Team is readily available to provide technical assistance in identifying potential partners.

Questions regarding the certification process or the New York State M/WBE program in general should be addressed to the Empire State Development Corporation at (518) 292-5250.

Questions regarding the OMH M/WBE program or requests for technical assistance should be addressed to the M/WBE Team at [mwbe@omh.ny.gov](mailto:mwbe@omh.ny.gov)

We thank you for your assistance in making OMH's M/WBE program a success. We look forward receiving your proposals and to the opportunity to work with you in the future.

ATTACHMENT A-2

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, \_\_\_\_\_, the awardee/contractor, agree to adopt the following policies with respect to the project being developed or services rendered for the Office of Mental Health (OMH) at South Beach Psychiatric Center

M/WBE

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 OMH 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. 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.

EEO

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

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

(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.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

Print: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT A-2**

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority and Women’s Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women’s Business Enterprise Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

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



ATTACHMENT B

**SITE VISIT REGISTRATION FORM**

**SITE VISIT DATE: Wednesday, April 20, 2016 at 10:30 a.m. EST**

**Bid #: OMH01-X000227-3650614**

**PLEASE RETURN NO LATER THAN: Tuesday, April 19, 2016 by 3:00 p.m. EST**

**# of pages including this cover sheet: 1**

**Today's Date: \_\_\_\_\_**

Date:	
To: <b>Le'ana H. Williams</b>	E-Mail: <b>Leana.Brandon@omh.ny.gov</b>
<b>NYS Office of Mental Health - CBO</b>	
<b>75 New Scotland Avenue</b>	
<b>Albany, NY 12208</b>	
FROM: <u>COMPANY:</u>	

**TO FAX #: (518) 549-5217**

**FROM: COMPANY \_\_\_\_\_**

**REPRESENTATIVE NAME \_\_\_\_\_**

**TELEPHONE # \_\_\_\_\_**

**FAX # \_\_\_\_\_**

**EMAIL ADDRESS for designated contact: \_\_\_\_\_**

Number of attendees: maximum of two (2) please. \_\_\_\_\_

EXHIBIT B-1

NO BID EXPLANATION  
Bid #: OMH01-X000227-3650614

Please return no later than: Wednesday, May 18, 2016 by 3:00 p.m. EST

TO: Le'ana H. Williams NYS Office of Mental Health Consolidated Business Office	Fax: (518) 549-5217
NYS Office of Mental Health – Contract & Procurement Services – Unit N Upper	Email: Leana.Brandon@omh.ny.gov
75 New Scotland Avenue Albany, NY 12208	

**FROM:** \_\_\_\_\_ / \_\_\_\_\_  
(Print Company Representative Name) Signature

COMPANY NAME: \_\_\_\_\_  
(PRINT)

ADDRESS: \_\_\_\_\_  
(PRINT)  
\_\_\_\_\_

Email address for designated point of contact: \_\_\_\_\_

I do not wish to submit a bid for the above solicitation due to:

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**EXHIBIT B-2**

**LABEL**

**Bid # OMH01-X000227-3650614**

**LABEL FOR PROPOSAL ENVELOPE**

**Proposal Envelope Label**

(To be affixed to lower left corner of Main Proposal Envelope)

***PROPOSAL ENVELOPE***

Bid Date: **Wednesday, May 18, 2016 by 3:00 p.m. EST**

For: **OMH01-X000227-3650614**

**ATTACHMENT C**

**SOLICITATION COVER SHEET  
Bid #: OMH01-X000227-3650614**

NAME OF FIRM			
ADDRESS			
PRINTED NAME/SIGNATURE			
TITLE			
EMAIL ADDRESS			
PHONE #		FAX#	
New York State Vendor ID			
FEDERAL ID (FEIN) #			
DUNS #			
IF THE COMPANY USES, OR HAS USED IN THE PAST TEN (10) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A PLEASE PROVIDE			

Number of Years in Business: \_\_\_\_\_ Number of Years of Experience Providing Solicited Service: \_\_\_\_\_

Form submitted to show compliance with New York State Workers Compensation Insurance requirements:

**CE-200** \_\_\_\_\_ or **C-105.2** \_\_\_\_\_ or **U-26.3** \_\_\_\_\_ or **SI-12** \_\_\_\_\_ or **GSI-105.2** \_\_\_\_\_

Form submitted to show compliance with New York State Disability Benefits Insurance requirements:

**CE-200** \_\_\_\_\_ or **DB-120.1** \_\_\_\_\_ or **DB-155** \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX:

NYS Minority-owned Business (MBE)                      Registration # \_\_\_\_\_

NYS Women-owned Business (WBE)                      Registration # \_\_\_\_\_

NYS Small Business (SB)                                      Registration # \_\_\_\_\_

NYS Disadvantaged Business Enterprise (DBE)                      Registration # \_\_\_\_\_

None of the above

(Note: Information provided on this form should match, when applicable, to information provided on Vendor Responsibility Questionnaire/ or on the online version of the document.)

**ATTACHMENT D**  
**BID QUOTE SHEET FOR Bid #: OMH01-X000227-3650614**  
**South Beach Psychiatric Center**

**Note:** Bidders are not to change, delete, or make any additions to this form, and are to supply **only** the bid information that is required. If any changes, deletions, or additions are made by the bidder, or if all of the required bid information is not provided, then at OMH's discretion, the bid may be disqualified.

**Bidders must use the attached Excel spreadsheet version of the Bid Quote Sheet when submitting a bid.**

Retail prices and portion amounts can only be adjusted by written request and evidence of cost increase substantiated by actual contractor invoices supporting price increases. Approval for the above changes must be in writing by the facility prior to any changes being implemented. Effective date of such changes must be agreed to by both the facility administration and the contractor.

The contractor further understands requests for such changes do not guarantee approval. Commission percentages must remain constant during the life of this contract.

SBPC reserves the right to request price reductions on individual items, if necessary, to ensure equitable costs for purchases of the contractor products. In no case may SBPC request a price change which will be below the contractor cost for the items.

**Subcontractors Costing:** The prices/rates quoted include all direct and indirect costs of any subcontractors, including those used to meet any stated M/WBE participation goals.

**Travel:** There is no reimbursement for travel.

**Escalation: Product Selling Prices:** The first year's selling prices are fixed. and OMH expects to make no adjustment to them during the term of the contract. However, if an unforeseen event occurs the CONTRACTOR may request in writing a price adjustment for years two (2) through five (5) of the contract. If OMH approves the request the adjustment shall be based on the Product Price Index and utilizing the Finished Consumer Food Data Index (WPUSOP3110) in effect 90 days prior to the yearly contract anniversary date, calculated for the prior 12 month time period. Adjustments to selling prices will be based on actual calculated PPI increase or a maximum of 3%, whichever is less and will be rounded up to the nearest nickel amount. Written requests for escalation in the product selling prices must be made no later than 30 days prior to effective contract anniversary date and must include the appropriate PPI chart with supporting documentation. There will not be any retroactive adjustments allowed. **The CONTRACTOR is only allowed to make this request two (2) times during the term of this contract.**

Reference: <http://data.bls.gov/cgi-bin/surveyymost?cu> to obtain PPI chart.

When applicable,

- A. The bidder's signature below attests that they have reviewed the prevailing wage rates that apply to this solicitation.
- B. The bidder's signature below attests to the receipt and understanding of the questions & answers associated with this solicitation.
- C. The bidder's signature below attests that they will inform the OMH in writing of the name(s) of any individual(s) who will provide any service under the resulting contract who has not been off the New York State payroll for at a minimum of two years from the start date of the resulting contract. The bidder must notify the OMH such individual(s) prior to the start of the contract or prior to that individual(s) providing any service in accordance with resulting contract.
- D. The bidder's signature below attests they have reviewed and understand the requirements stated in the IFB (section 13) and the OMH contract boilerplate (Appendix C) regarding the necessity to accept Electronic Payments for all invoices if awarded this contract, and certifies that it has already applied to participate in the State Comptroller's Electronic Payment system, or will do so within 10 days of receiving notification of contract selection.
- E. If award is to an individual:

**ATTACHMENT D**  
**BID QUOTE SHEET FOR Bid #: OMH01-X000227-3650614**  
**South Beach Psychiatric Center**

- The signature below attests that I have not been on the New York State payroll during the last two years  
OR  
 The signature below attests that I have been on the New York State payroll during the last two years and the  
N.Y. State Ethics Commission Approval Letter is attached

Name of Firm \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY  
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

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

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

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

Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said corporation or partnership.

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY  
SECTION 139-D OF THE STATE FINANCE LAW**

**IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:  
NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE**

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**IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:  
NAME LEGAL RESIDENCE**

**President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**President:** \_\_\_\_\_

**Secretary:** \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

**IF BIDDER(S) (ARE) A LIMITED LIABILITY COMPANY (LLC), COMPLETE THE FOLLOWING:  
NAMES OF MEMBERS LEGAL RESIDENCE**

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**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**Identifying Data**

Potential Contractor: \_\_\_\_\_

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

\_\_\_\_\_  
City, Town, etc.

Telephone: \_\_\_\_\_ Title \_\_\_\_\_

**If applicable, Responsible Corporate Officer:**

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

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

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

\_\_\_\_\_  
Legal name of person, firm or corporation Legal name of person, firm or corporation

By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City, State

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City, State

**ATTACHMENT F**

**Business References for Bid #: OMH01-X000227-3650614**

<b>REFERENCE #1</b>	
Company Name	
Address	
City/State/Zip Code	
Contact Name	
Contact Phone	
Contact E-mail	
Dates Work Performed for Reference	
<b>REFERENCE #2</b>	
Company Name	
Address	
City/State/Zip Code	
Contact Name	
Contact Phone	
Contact E-mail	
Dates Work Performed for Reference	
<b>REFERENCE #3</b>	
Company Name	
Address	
City/State/Zip Code	
Contact Name	
Contact Phone	
Contact E-mail	
Dates Work Performed for Reference	

## ATTACHMENT G

### **Vendor Responsibility Questionnaire Certification**

Vendors are encouraged to 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 [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 Office of the State Comptroller Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors may opt to file a paper questionnaire; the appropriate questionnaire form can be obtained from the VendRep website [www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm), or vendors may contact the authorized contact at OMH or the Office of the State Comptroller Help Desk for a copy of the paper form.

Vendors enrolled in the online VendRep System are also reminded to recertify existing questionnaires every six months or whenever changes that affect their business entity occur.

### **Vendor Responsibility Certification**

Please check the appropriate box indicating what mechanism has been utilized to submit the Vendor Responsibility Questionnaire; the Questionnaire is to be submitted/certified prior to the bid due date.

Bidder is to indicate the format utilized by checking the appropriate box:

Hard Copy, Paper Format or  On-Line Certified Format

**Note:** If utilizing a hard copy, paper format, that hard copy must be included with the bid quote submission. If utilizing the online format, the *Vendor Responsibility Questionnaire* must be certified by the bid due date. Failure to provide the required *Vendor Responsibility Questionnaire* may result in the bid being rejected for not meeting the minimum mandatory requirement.

### **Vendor Registration Requirement**

The New York State Vendor Management Unit (VMU) relies on State Business Units to obtain a completed Substitute Form W-9 for any vendor not already registered. Any vendor that wants to do business with New York State must complete a Substitute Form W-9, which may be accessed on the NYS Office of the State Comptroller's Web site at the following link:

[http://www.osc.state.ny.us/agencies/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/agencies/forms/ac3237s_fe.pdf)

Submit the completed form with the required bid documentation. For more information about NYS Vendor Management, please access the NYS Office of State Comptroller's Web site using the following link: [http://www.osc.state.ny.us/vendor\\_management/index.htm](http://www.osc.state.ny.us/vendor_management/index.htm)

**NEW YORK STATE OFFICE OF MENTAL HEALTH  
Attachment J**

**Summary of OMH Procurement Lobbying Guidelines**

OMH has issued Guidelines pursuant to the New York State Finance Law Sections 139-j and 139-k, which prohibit lobbying on procurement contracts. For purposes of the law, procurement contracts include most contracts/Purchase Orders with an estimated annual expenditure in excess of \$15,000 per year, as well as amendments and modifications to such contracts which were not contemplated by the original contract and represent a material change in the scope of the contract.

The law provides that, during the Restricted Period of an agency procurement for goods or services, vendors (or Offerors) may only contact the agency's designated contact person(s), and all contacts, whether permissible or impermissible, shall be recorded:

Vendor Requirements

- Must limit communications with OMH during the Restricted Period of each procurement to the OMH-designated point(s) of contact
  - The Restricted Period is the period from the date of the earliest method by which an agency solicits a response from vendors to a contract opportunity until the date the contract is awarded and, if applicable, approved by the Comptroller's Office.
- Must affirm in writing vendor's understanding of, and agreement, to comply with the OMH Procurement Guidelines
- Must certify whether vendor has been found non-responsible within the previous four years by any Governmental Entity for failure to comply with State Finance Law 139-k or for the intentional provision of false or incomplete information regarding its procurement lobbying law compliance.

OMH Requirements

- Must include a summary of OMH's procurement lobbying guidelines in each initial solicitation document
- Must designate a single point or points of contact for each procurement
- Must require OMH staff to record all Contacts from Offerors during the Restricted Period of each procurement
  - A Contact is any communication with OMH under circumstances where a reasonable person would infer that the communication was intended to influence the procurement
- Must refer all impermissible Contacts for investigation by OMH
- Must make a responsibility determination with regard to State Finance Law Section 139-j and 139-k compliance prior to award of the contract
- Must include a provision in all procurement contracts which allows OMH to terminate the contract if the vendor's certification is found to be intentionally false or intentionally incomplete.

An electronic copy of the complete OMH Procurement Lobbying Law Guidelines is located at:

<http://www.omh.ny.gov/omhweb/procurementguidelines/>

OMH Summary of Procurement Guidelines: March 27, 2006

**ATTACHMENT J1**

**OFFEROR'S AFFIRMATION OF  
UNDERSTANDING OF,  
AGREEMENT TO,  
AND COMPLIANCE WITH  
OMH PROCUREMENT LOBBYING GUIDELINES**

New York State Finance Law 139-j(6)(b) provides that OMH shall seek written affirmation from all Offerors on their understanding of and agreement to comply with OMH's procedures relating to permissible contacts during each procurement pursuant to State Finance Law 139-j(3). OMH is expanding on that requirement, requiring that (1) Offerors affirm they have complied with the OMH Guidelines throughout the procurement process, and (2) Offerors agree that OMH shall have the right to terminate any contract, purchase order or purchase authorization resulting from the procurement in the event that the affirmation is found to be intentionally false or intentionally incomplete.

\* \* \*

Solicitation # and/or OMH descriptive name of solicitation: **OMH01-X000227-3650614 - Concession Services**

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I hereby affirm that I have read and understand the OMH Procurement Lobbying Guidelines, and agree to comply with the OMH procedures relating to permissible contacts during this New York State governmental procurement pursuant to State Finance Law 139-j(3). Unless I provide notice otherwise, my execution of this affirmation shall be an ongoing representation that I have complied with, and continue to be in compliance with, the OMH Guidelines.

I understand and agree that: 1) OMH shall have the right to terminate the contract, purchase order or purchase authorization resulting from this solicitation in the event that this affirmation is found to be intentionally false or intentionally incomplete; and 2) upon such finding, OMH may exercise its termination right by providing written notification.

Date: \_\_\_\_\_ 20\_\_

Signature of Offeror's Authorized Representative \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Offeror's Address: \_\_\_\_\_

OMH Attachments J1: March 27, 2006

**NEW YORK STATE OFFICE OF MENTAL HEALTH  
ATTACHMENT J2**

**OMH OFFEROR DISCLOSURE OF  
PRIOR NON-RESPONSIBILITY DETERMINATIONS**

New York State Finance Law 139-k requires Offerors to disclose findings of non-responsibility within the last four years by a governmental entity where such prior finding of non-responsibility was due to unlawful contacts during a procurement as stated under State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity.

Failure to submit this form, the submission of a form with false, misleading or incomplete information, or failure to update this form when required may result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If the failure to comply is discovered after the contracting process has been completed, it may result in termination of the contract.

\* \* \*

Solicitation # and/or OMH descriptive name of solicitation: **OMH01-X000227-3650614 - Concession Services**

(1) Has any New York State agency or authority made a finding of non-responsibility regarding the Offeror in the last four years? (Please circle):                      No                      Yes

If yes, what was the basis for the finding of the Offeror's non-responsibility?

Please check all that apply:

- Unlawful Contacts during a procurement contract (State Finance Law §139-j)
- The intentional provision of false or incomplete information

If yes, please provide details regarding the finding of non-responsibility below:

New York State Agency or Authority: \_\_\_\_\_

Year of Finding of Non-Responsibility: \_\_\_\_\_

Facts Underlying Finding of Non-Responsibility: \_\_\_\_\_

Add additional sheets if necessary

(2) Has any New York State agency or authority terminated or withheld a procurement contract with the Offeror due to the intentional provision of false or incomplete information?

(Please circle): No                      Yes

If yes, please provide details regarding the termination/withholding below:

New York State Agency or Authority: \_\_\_\_\_

Date of Termination/Withholding of Contract: \_\_\_\_\_ Contract #: \_\_\_\_\_

Facts Underlying Termination: \_\_\_\_\_

Add additional sheets if necessary

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

Date: \_\_\_\_\_ 200\_\_ \_\_\_\_\_

\_\_\_\_\_  
Signature of Offeror's Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Name and Address of Offeror

OMH Attachments J2: March 27, 2006

**ATTACHMENT K**  
**Contract #: OMH01-X000227-3650614**

**EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

\_\_\_\_\_, the bidder/contractor, agree to adopt and implement the following policy in connection with the State contracts.

1. 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 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 on State contracts.
2. This organization 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.
3. At the request of the contracting agency, this organization 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.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_

By \_\_\_\_\_

Print \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Version 1/09/2009

**ATTACHMENT K-2  
Equal Employment Opportunity Staffing Plan**

<b>Solicitation/Program Name:</b> Concession Services	<b>Report includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <b>Subcontractor's name</b> _____
<b>Offeror's Address:</b>	

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

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

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>	<b>SUBMIT COMPLETED WITH BID OR PROPOSAL</b>	

**ATTACHMENT K-2**  
**Equal Employment Opportunity Staffing Plan**

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (04-10) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

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

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

**OTHER CATEGORIES**

- DISABLED INDIVIDUAL** any person who: -has a physical or mental impairment that substantially limits one or more major life activity(ies)  
-has a record of such an impairment; or  
-is regarded as having such an impairment.
- VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- GENDER**

**ATTACHMENT L  
MWBE CONTRACTOR UTILIZATION PLAN**

1. Offeror/Contractor Name:		4. Telephone :		8. Contract No. OMH01-X000227-3650614		11. Contract Goals:		
		5. Email Address:		9. Total Contract Value: \$		MBE: <b>16%</b> WBE: <b>14%</b>		
2. Address:		6. Federal ID:		10. Contract Description:  Concession Services		12. Adjusted Goals:		
3. City, State, Zip:		7. SFS Vendor ID:				MBE: _____% WBE: _____%		
13. MWBE Subcontractor. (attach sheets as necessary)		14. Classification.		15. Description of Work/Supplies		16. Value of Subcontracts/Supplies/Services		
Name:		MBE <input type="checkbox"/>		<input type="checkbox"/> Direct (Spending directly fulfilling contract obligations.)		\$ _____		
Address:		WBE <input type="checkbox"/>		Description:		\$ _____		
City/State/Zip:				<input type="checkbox"/> Indirect (Spending in support of company operations.)				
Telephone:		Dual <input type="checkbox"/>		Description:				
Email Address:		Fed. ID. NO:		SFS Vendor ID:				
Name:		MBE <input type="checkbox"/>		<input type="checkbox"/> Direct (Spending directly fulfilling contract obligations.)		\$ _____		
Address:		WBE <input type="checkbox"/>		Description:		\$ _____		
City/State/Zip:				<input type="checkbox"/> Indirect (Spending in support of company operations.)				
Telephone:		Dual <input type="checkbox"/>		Description:				
Email Address:		Fed. ID. NO:		SFS Vendor ID:		Total M/WBE Expenditures: \$		
<b>FOR AUTHORIZED USE ONLY</b>				<input type="checkbox"/> <b>VENDOR CERTIFICATION:</b> I hereby affirm that the information supplied in this utilization plan is true and correct.  <small>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</small>				
Utilization Plan Approved:		<input type="checkbox"/> Y <input type="checkbox"/> N	Date: _____					
Notice of Deficiency Issued:		<input type="checkbox"/> Y <input type="checkbox"/> N	Date: _____					
Notice of Acceptance Issued:		<input type="checkbox"/> Y <input type="checkbox"/> N	Date: _____					
Reviewed By: _____		Date: _____						
Comment(s):				Signature: _____		Print Name: _____		
				Title: _____		Date: _____		

**ATTACHMENT M**

**APPLICATION FOR WAIVER OF M/WBE PARTICIPATION GOALS**

**This form must be submitted for review and approval by the NYS Office of Mental Health M/WBE liaison and the Governor's staff. Waiver approval must be received prior to the completion of the contract and a prerequisite for full and final payment.**

SECTION 1: BASIC INFORMATION			
Contractor's Name:		Federal ID Number:	SFS Vendor ID Number:
Street Address:		E-Mail Address:	
City, State, Zip Code:		Telephone:	
Contract Number: OMH01-X000227-3650614		Contract Value: \$	
Description of Contract: Concession Services		<b>M/WBE Goals Assigned to the Contract:</b>	
		MBE % <b>16%</b>	WBE% <b>14%</b>
SECTION 2: TYPE OF M/WBE WAIVER REQUESTED			
<b>MBE Waiver</b>	<input type="checkbox"/> Total Waiver	<input type="checkbox"/> Partial Waiver	If partial waiver is being requested please indicate the proposed MBE utilization: %
<b>WBE Waiver</b>	<input type="checkbox"/> Total Waiver	<input type="checkbox"/> Partial Waiver	If partial waiver is being requested please indicate the proposed WBE utilization: %
Does a certified M/WBE exist anywhere in New York State that can provide at least 20% of the products and/or services needed to the contract? If so, please explain in detail the reason you are requesting a waiver. (Attach additional sheets if necessary).			
SECTION 3: SUPPORTING DOCUMENTATION			
Provide the following documentation as evidence of your good faith efforts to meet the M/WBE goals set forth in the contract and support of your waiver application: (Please check all that apply and include attachments).			
<input type="checkbox"/> <b>Attachment A.</b> List of the general circulation, trade and M/WBE specific publications and dates of publications in which your firm solicited for certified M/WBE participation as a subcontractor/supplier and copies of such publications.			
<input type="checkbox"/> <b>Attachment B.</b> List of the certified M/WBEs found in the New York State Contracting System M/WBE Directory ( <a href="https://ny.newnycontracts.com/">https://ny.newnycontracts.com/</a> ) that were solicited for this contract. Provide proof of the dates or copies of the solicitations and copies of the responses made by the certified M/WBEs. Describe specific reasons that responding certified M/WBEs were not selected.			
<input type="checkbox"/> <b>Attachment C.</b> Descriptions of the contract documents/plans/specifications made available to certified M/WBEs 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 M/WBEs.			
<input type="checkbox"/> <b>Attachment D.</b> Description of the negotiations between the contractor and certified M/WBEs for the purposes of complying with the M/WBE goals for this contract.			
<input type="checkbox"/> <b>Attachment E.</b> Identify dates of pre-bid, pre-award or other meetings attended by the contractor and scheduled by OMH with certified M/WBEs whom OMH determined were capable of fulfilling the M/WBE goals set in the contract.			
<input type="checkbox"/> <b>Attachment F.</b> Any other information deemed relevant to the request for waiver.			
SECTION 4: SIGNATURE AND CONTACT INFORMATION			
DECLARATION: The undersigned certifies that he or she is authorized by the Contractor identified above to make this declaration. The Contractor has made good faith efforts, as defined in NYS law, to meet the M/WBE goals contained in NYS law and under the applicable contract. The undersigned acknowledges that failure to submit complete and accurate information in connection with a waiver request may result in denial and/or a finding of non-compliance. Failure to establish good faith efforts may result in suspension or termination of a New York State contract.			
Prepared By : (Signature)		Date:	
Name and Title of Preparer:			

The Freedom of Information Law requires public disclosure of certain records held by NYS OMH. Based upon the foregoing, you are hereby notified that this document, and related documents, constitutes "records" that fall under the scope of the Freedom of Information Law. Therefore, such documents may be made available to the public.

**ATTACHMENT M  
APPLICATION FOR WAIVER OF M/WBE PARTICIPATION GOALS**

**This form must be submitted for review and approval by the NYS Office of Mental Health M/WBE liaison and the Governor's staff. Waiver approval must be received prior to the completion of the contract and a prerequisite for full and final payment.**

Instructions for Completing and Submitting an Application for a Waiver of M/WBE Utilization Goals

Article 15-A of the New York State Executive Law and 5 NYCRR 140-145 require State Agencies to increase participation by Minority and Women-Owned Business Enterprises (M/WBEs) on State contracts. All solicitations are reviewed and have goals established for them for both MBE and WBE utilization. The goals are expressed as a percentage of the anticipated payments made under the contract. A state agency shall not grant any automatic waivers of goal requirements on a State contract. A State agency may grant a partial or total waiver of goal requirements upon submission and approval of a waiver application documenting a contractor's good faith efforts. Governor's Office Executive Chamber approval is also a requirement of a State Agency waiver approval. Failure to make good faith efforts may result in a State contract being awarded to another bidder, or, if the contract is already in progress, may result in financial penalties.

**Section 1: Basic Information**

Complete all sections including the contractor's name, address federal identification number, State Financial System (SFS) vendor identification number and contract number. Please provide a current e-mail address and telephone number where the firms authorized representative may be reached. In the space provided, please provide a detailed description of the contract. Where requested, please state the original M/WBE utilization goals that were established for the contract.

**Section 2: Type of Waiver Request**

In this section please indicate the type of waiver being requested. If requesting a partial waiver, please provide the revised utilization goal percentage being proposed by the firm. In the space provided, explain in detail the need of a waiver of the M/WBE participation goals.

**Section 3: Supporting Documentation**

Demonstrating Good Faith Efforts requires extensive documentation in order to comply with the requirements of Article 15-A of the Executive Law. See the form for specific details on the documentation required and check all that apply.

**Section 4: Signature and Contact Information**

The waiver application must be signed by an authorized official of the firm who will be responsible for the contract. By signing the waiver application, the authorized official is certifying that he or she is authorized to make the DECLARATION that has been set forth, and that the Contractor has made good faith efforts, as defined in NYS law, to meet the M/WBE goals contained in NYS law and under the applicable contract. The undersigned acknowledges that failure to submit complete and accurate information in connection with a waiver request may result in denial and/or a finding of noncompliance. Failure to establish good faith efforts may result in suspension or termination of a New York State contract. Please state the date that the Application for Waiver of M/WBE Participation Goals was signed by the authorized official who is responsible for the contract.

<b>For NYS OMH USE ONLY:</b>	
Review By:  Title:	Date:
<b>OMH Waiver Recommendation</b>	
<input type="checkbox"/> Full MBE Waiver be granted	<input type="checkbox"/> Full WBE Waiver be granted
<input type="checkbox"/> Partial MBE Waiver granted, revised MBE goal:        %	<input type="checkbox"/> Partial WBE Waiver granted, revised WBE goal:        %
<input type="checkbox"/> MBE Waiver denied	<input type="checkbox"/> WBE Waiver denied
<b>Executive Chamber Waiver Recommendation</b>	
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	Date of Decision:
Date Notice of Determination sent to Contractor:	
Comments:	

**ATTACHMENT M-1  
M/WBE CERTIFICATION OF GOOD FAITH EFFORTS (CGFE)**

Offeror/Contractor Name:	Primary Contact:
Address:	Telephone No:
City/State/Zip Code:	Contract No:OMH01-X000227-3650614

*OMH requires completion of this form to be submitted by Bidders/Contractors submitting a bid, proposal or proposed negotiated contract, prior to contract award to document "good faith efforts" to provide meaningful participation by New York State certified M/WBE subcontractors or suppliers in the performance of State contracts. [check actions as applicable]:*

- (a) The contractor attended any pre-bid meetings that were scheduled by the Agency or the NYS Department of Economic Development or its designee to inform minority and women-owned business enterprises of contracting and subcontracting opportunities available on the project;
- (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to minority and women-owned business enterprises in order to increase the likelihood of participation by such enterprises;
- (c) The Contractor advertised in general circulation, trade association, and trade-oriented, minority and women-focused publications, if any, concerning the contracting or subcontracting opportunity;
- (d) The Contractor solicited and provided written notice to a reasonable number of minority and women-owned business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development's Division of Minority and Women-Owned Business Development, or its designee, of the contracting or subcontracting opportunity in sufficient time to allow the enterprises to participate effectively;
- (e) The Contractor followed up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity;
- (f) The Contractor provided interested minority and women-owned business enterprises with adequate information about the plans, specifications and requirements for the contracting or subcontracting opportunity;
- (g) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority and women-owned business enterprises; and
- (h) The Contractor negotiated in good faith with minority and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any minority or women-owned business. "Good Faith" negotiating means engaging in good faith discussions with minority or women-owned businesses about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority or women-owned businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available.

*The undersigned hereby certifies under penalty of perjury that the company on whose behalf s/he is submitting this Certification of Good Faith Efforts has taken or intends to take the specific good faith efforts described above and in any additional pages or documentation the undersigned has attached to this form.*

\_\_\_\_\_ Sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature/Date

\_\_\_\_\_  
Print Name: Notary Public

\_\_\_\_\_ Seal:  
Title

**ATTACHMENT N**

**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 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes \_\_\_\_\_ or No \_\_\_\_\_

If yes:

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

Yes \_\_\_\_\_ or No \_\_\_\_\_

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Signature

**ATTACHMENT O  
New York State Business Usage Form**

**IFB/Contract #:** OMH01-X000227-3650614

<b>Question</b>	<b>Yes</b>	<b>No</b>
1. Will subcontractors be used in the performance of this contract?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will New York State Businesses be used as subcontractors in the performance of the contract?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will suppliers be used in the performance of the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will New York State Businesses be used as suppliers in the performance of the contract?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to either questions 2 or 4, please provide identifying information below:

<b>NYS Business</b>					
<b>Subcontractor or Supplier</b>	<b>Company Name</b>	<b>Company Address</b>	<b>Company Phone #</b>	<b>Company FEIN</b>	<b>Estimated Amt to NYS Business in the performance of this contract</b>

Name of Firm: \_\_\_\_\_

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

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

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