



**Office of Children
and Family Services**

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

Non-Grant Procurement

REQUEST FOR PROPOSALS

RFP 1127

Foster/Adoptive Parent Certification and Approval Process Software

Issued: 9/19/2024

Amended: 10/1/2024

Please refer to the table of contents to determine which sections were amended.

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1.0 GENERAL INFORMATION/CALENDAR OF EVENTS

The New York State (NYS) Office of Children and Family Services (OCFS) has released this request for proposals (RFP) to solicit competitive applications from qualified applicants to develop, provide, and maintain a cloud-based software application and web portal to streamline and simplify the foster/adoptive parent certification and approval processes. The software application must allow prospective foster/adoptive parents the option to create their own user accounts to access, complete, and update their applications and documents securely via computers, tablets, and/or smartphones. The proposed software solution must comply with NYS security policies, standards, and any other relevant security frameworks identified by OCFS. The software system must function as a complementary module to the current state child welfare information system and have a functional interface with the CONNECTIONS (CONX) data warehouse. CONX is the child welfare system of record for NYS. The software must support and conform with applicable New York statutory, regulatory, and policy standards for the certification and approval of foster and adoptive parents. The proposed software interface with CONX must follow the federal Comprehensive Child Welfare Information Systems (CCWIS) regulations, which may be viewed at <https://www.acf.hhs.gov/cb/policy-guidance/im-20-03>. Additionally, the software system must comply with 45 CFR 95.617 Software and Ownership Rights, which can be found at eCFR link at <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-95/subpart-F/subject-group-ECFR8ea7e78ba47a262/section-95.617>, and if applicable and directed by OCFS, may be required to submit commercial-off-the-shelf (COTS) waiver request. Refer to **Section 2.1. Executive Overview**.

Applicants must operate in accordance with all applicable laws, rules, and regulations.

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

If the offerer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the offerer shall immediately notify the NYS OCFS (see **Section 1.1 Procurement Integrity/Restrictions on Communications**) of such error in writing and request clarification or modification of the document.

If, before the deadline for submission of written questions, an offerer fails to notify OCFS of a known error in or omission from the RFP, or of any error or omission or prejudice in bid specification or documents with the RFP that the offerer knew or should have known, the offerer agrees that it will assume such risk if awarded funds, and the offerer agrees that it is precluded from seeking further administrative relief or additional compensation under the contract by reason of such error, omission or prejudice in bid specification or documents.

1.1 **Procurement Integrity/Restrictions on Communication**

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

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

All inquiries concerning this procurement must be addressed to the director of contracts, or his/her designee(s) at OCFS, via email (preferred) at funding@ocfs.ny.gov or via hard copy mailed to:

Director of Contracts
Questions for **RFP 1127 Foster/Adoptive Parent Certification and Approval Process Software**
NYS Office of Children and Family Services
Bureau of Contract Management
52 Washington Street
Room 202S – Procurement Unit
Rensselaer, NY 12144

“Restricted period” means the period of time commencing with the earliest posting of written notice, advertisement, or solicitation, including but not limited to a governmental entity’s website, in a newspaper of general circulation, or in The New York State Contract Reporter (Contract Reporter), of an RFP intending to result in a procurement contract with OCFS and ending with the final contract award by OCFS or, where applicable, final contract approval by the New York State Office of the State Comptroller (OSC), Bureau of Contracts.

During the “restricted period,” as defined above, no offerer-initiated contact with any OCFS official shall be permitted regarding this procurement, except as provided herein. This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this **Section 1.1 Procurement Integrity/Restrictions on Communications** may be grounds for a determination that the offerer is non-responsible and, therefore, ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in an OSC procurement for a period of four years.

1.2 Calendar of Events

EVENT	DATE
RFP issued	9/19/2024
Deadline for submission of written questions See Section 1.4 for more information	10/3/2024
Responses to written questions posted See Section 1.4 for more information	10/18/2024
Deadline for submission of proposals	11/8/2024 by 4:00 p.m. Eastern time
Anticipated notification of award (not earlier than)	1/1/2025
Anticipated transition period start date	3/1/2025
Anticipated operational period contract start date	9/8/2025

1.3 Informational Meeting/Bidder's Conference

Not applicable.

1.4 Submission of Written Questions

All communications to report errors or omissions in the procurement process, to ask questions, or to request clarification of this RFP should cite the particular RFP section and paragraph number and must be submitted via email (preferred) to funding@ocfs.ny.gov or via hard copy mailed to the director of contracts no later than the deadline for submission of written questions specified in **Section 1.2 Calendar of Events**. Questions received after the deadline for posting responses to written questions may not be answered. The comprehensive list of questions and responses will be posted on the OCFS website (<https://ocfs.ny.gov/main/contracts/funding/>) and the Contract Reporter website (<https://www.nyscr.ny.gov/login.cfm>) on or about the date specified in **Section 1.2 Calendar of Events**.

1.5 OCFS Reserved Rights

OCFS reserves the right to:

1. place a monetary cap on the funding amount made in each contract award;
2. change any of the schedule dates stated in this RFP before the due date for the submission of proposals;
3. reject any or all proposals received in response to the RFP;
4. withdraw the RFP at any time at the agency's sole discretion;

5. make an award under the RFP in whole or in part;
6. disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
7. reject any proposal if, in the sole discretion of OCFS, it determines the bidder is not a responsible vendor;
8. seek clarification and revisions of proposals. Request bidders to present supplemental information clarifying their proposals either in writing or by formal presentation. Other than the requested clarification and supplemental information, submission of new information is not permitted;
9. require that bidders demonstrate, to the satisfaction of OCFS, any feature(s) present as a part of their proposal, which may include an oral presentation of their proposal. Any such demonstration or presentation may be considered in the evaluation of the proposal;
10. amend any part of this RFP before opening of bids, with notification to all bidders, and direct all bidders to prepare modifications addressing RFP amendments, if necessary. Expenses incurred in the preparation of any proposals or modifications submitted in response to this RFP are the sole responsibility of the bidder or other party and will not be incurred or reimbursed by OCFS;
11. make funding decisions that maximize compliance with and address the outcomes identified in this RFP;
12. fund only one portion, or selected activities, of the selected bidder's proposal and/or adopt all or part of the selected bidder's proposal based on federal and state requirements;
13. eliminate any RFP requirements that cannot be met by all prospective bidders upon notice to all parties that submitted proposals;
14. waive procedural technicalities or modify minor irregularities in proposals received after notification to the bidder involved;
15. correct any arithmetic errors in any proposal or make typographical corrections to proposals with the concurrence of the bidder;
16. negotiate with the selected bidder(s) before contract award;
17. conduct contract negotiations or award a contract to the next highest bidder if contract negotiations with the selected bidder(s) cannot be accomplished within an acceptable time frame. No bidder will have any rights against OCFS arising from such actions;

18. award contracts to more than one bidder or to other than the lowest bidder;
19. require that all proposals be held valid for a minimum of 180 days from the closing date for receipt of proposals, unless otherwise expressly provided for in writing;
20. fund any or all of the proposals received in response to this RFP. However, issuance of this RFP does not commit OCFS to fund any proposals. OCFS can reject any proposals submitted and reserves the right to withdraw or postpone this RFP without notice and without liability to any bidder or other party for expenses incurred in the preparation of any proposals submitted in response to this RFP and may exercise these rights at any time;
21. use the proposal submitted in response to this RFP as part of an approved contract. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract;
22. utilize any or all ideas submitted in the proposals received where an award is ultimately made;
23. require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation;
24. make additional awards based on the remaining proposals submitted in response to this RFP and/or provide additional funding to awardees if such funds become available;
25. make inquiries of third parties, including but not limited to, bidders' references, regarding applicants' experience or other matters deemed relevant to the proposal by OCFS. By submitting a proposal in response to this RFP, the applicant gives its consent to any inquiry made by OCFS;
26. require contractors to participate in a formal evaluation of the program to be developed by OCFS. Contractors may be required to collect data for these purposes. The evaluation design will maintain confidentiality of participants and recognize practical constraints of collecting this kind of information;
27. consider statewide distribution and regional distribution within New York City, including borough distribution methodology, in evaluating proposals;
28. rescind awards for failure of awardees to meet timeframes that OCFS is required by statute to meet for contract development and approval;
29. cancel this RFP, in whole or in part, at any time and to reject any or all proposals when appropriate in the best interests of the state;

30. make adjustments to the funding amount requested based on program need and based on the total dollar value of the applications submitted; and
31. reject any extraneous terms, alternate activities/work to be performed, added conditions, or exceptions stated by applicants within their proposals. This includes, but is not limited to, proposed changes to the standard terms and conditions of the resulting contract(s).

Before the deadline for submission of proposals, any such clarifications or modifications as deemed necessary by OCFS will be posted in the Contract Reporter and on the OCFS website. Potential offerers that were sent the original bid notice via email will receive an email from the Procurement Unit regarding the clarifications or modifications. All other individuals will have to check the Contract Reporter or the OCFS website for any changes the posted Q&As.

2.0 EXECUTIVE OVERVIEW

2.1 Purpose and Procurement Objectives

OCFS seeks proposals for a cloud-based application software and web platform to be utilized to identify steps in the foster/adoption certification and approval process that would help prospective foster/adoptive parents complete and submit paperwork online and would provide administrators with a dashboard to track the progress and status of the foster/adoptive parent application. As a state-supervised county-administered system, the recruitment, certification/approval, and direct oversight of foster and adoptive homes is the responsibility of 58 county local departments of social services (LDSSs), New York City, the Saint Regis Mohawk Reservation and multiple voluntary authorized agencies (VAs). NYS provides the laws, regulations, and policies by which LDSSs and VAs must adhere for the certification and approval process. OCFS provides monitoring and oversight of LDSS and VA practices and supports them with guidance and technical assistance as needed.

It is the goal that the software system alleviates the administrative burden of LDSSs and VAs and will allow administrators more time to address complex child welfare needs and require less time on paperwork and redundant data entry. Additionally, the successful software system will simplify the application process for prospective foster and/or adoptive parents to either become certified or approved or maintain their certification or approval. The software system must also be able to provide reports based on program requirements per OCFS request.

The software system must comply with 45 CFR 95.617 Software and Ownership Rights which can be found at eCFR link at <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-95/subpart-F/subject-group-ECFR8ea7e78ba47a262/section-95.617> and states:

(a) **General.** The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with Federal financial participation under this subpart.

(b) **Federal license.** The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

(c) **Proprietary software.** Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. Federal financial participation (FFP) is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

If the proposed solution includes proprietary software applications, the proposers must assist in drafting the commercial-off-the-shelf (COTS) waiver request. Guidance regarding COTS waiver requests is described in the Administration for Children and Families (ACF) Program Instruction ACF-OA-PI-13-01. That document is available at <https://www.acf.hhs.gov/cb/resource/acf-oa-pi1301>. FFP is not available to customize proprietary code base of a COTS product, and can only be used to configure, train, and implement the product. Customization external to the proprietary code base may qualify for FFP and must be owned by the state. Guidance regarding COTS waiver requests can be found in Program Instruction ACF-OA-PI-13-01 at <https://www.acf.hhs.gov/cb/policy-guidance/acf-oa-pi-13-01>.

Funds made available through this grant shall be used to supplement and not supplant other federal, state, tribal, and local public funds expended to provide services and activities that promote the objectives of this procurement.

2.2 **Background**

OCFS serves to support and strengthen families, and to promote the permanency and well-being of children. When a child cannot be cared for in their home of origin, placement in a foster and/or adoptive home may be necessary. OCFS will use federal funding to procure a statewide Software as a Service (SaaS) toolset that assists with both recruiting prospective foster and/or adoptive parents and shepherding them through the initial certification or approval for foster and/or adoptive parents and annual reauthorization processes for foster parents. The software will replace a manual process. To assess the efficacy of a software-based application system, OCFS launched a 3-year pilot through a contract with a software vendor. The contract for that pilot

expires 9/7/2025. The proposed software will allow NYS to implement a more consistent automated process for initial approval or certification of foster and/or adoptive parents and a streamlined reauthorization process for foster parents which will help support the Family First Prevention Services Act (FFPSA) related goals of reducing the use of congregate care settings and increasing the use of foster and adoptive families for children who cannot remain in their home of origin.

2.3 Term of Contract

The contract awarded in response to this RFP will be for up to seven years and 6 months.

If the selected awardee is a new contractor, a transition period is anticipated from 3/1/2025 – to 9/7/2025. During the transition period, the new contractor will be paid from 3/1/2025 – 9/7/2025 under their new contract for startup and implementation activities and the existing/outgoing contractor will continue to be paid under their existing contract to run operations while the incoming contractor initiates and completes implementation. At the conclusion of the transition period, the new operational period will begin on **9/8/2025**. The anticipated end date of the contract is **8/31/2032**.

The budget submitted by all applicants, including the existing contractor, must include total costs for both the startup period and operational period.

If the existing contractor receives the award, OCFS reserves the right to terminate their current contract to avoid any overlap of services under this procurement.

Funding is currently anticipated to be available for the first year of the contract and the award of a multiyear contract does not guarantee funding will be available for subsequent years. Contractors may not begin to provide services before the contract start date; OCFS has no obligation to pay for services rendered before that time. Payments cannot be made before the formal execution of a contract.

3.0 MINIMUM QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications (AMENDED 10/1/2024)

All bidders must meet the following minimum qualifications:

- Be licensed to do business in the State of New York or provide a commitment that the software administrator will become licensed in the State of New York within 30 calendar days of the date of the award letter.
- Have a minimum of three years of experience with design, operation, and maintenance of cloud-based software applications and/or web portals

specific to child welfare services provided at a regional and/or statewide level. Please submit a completed **Attachment 4 – Experience Template**.

- Agree your proposed solution will comply with:
 - all [NYS ITS Policies and Standards](#)
 - FedRAMP <https://www.fedramp.gov/baselines/>
 - [NYS Secure System Development Life Cycle Standard](#) **(link updated)** regarding system development, maintenance, and decommission.
- Agree to provide an environment and/or application capable of logging events in accordance with the [NYS Logging Standard](#) **(link updated)** (security/transactions) for auditing or reporting purposes.
- Agree to:
 - store all data within the Continental United States (CONUS).
 - ensure there will be no ability to view or access OCFS's confidential data from any location outside of the CONUS.
 - ensure all data is isolated from other State's/customer's assets.
 - provide all data to OCFS at the end of the resulting contract, or when requested, at no additional cost.
 - Provide examples of "customization" and "configuration" as it relates your software. Delineating proprietary versus custom-build software impacts both federal financial participation and the rights of agencies to share software with the federal government and other agencies. More information can be found in CCWIS Technical Bulletin 10: [CCWIS Technical Bulletin #10 | The Administration for Children and Families \(hhs.gov\)](#).
- Agree to comply with the federal [Comprehensive Child Welfare Information Systems \(CCWIS\) regulations](#) and [45 CFR 95.617 Software and Ownership Rights](#)
- Agree to satisfy each of the requirements listed in this section and **Section 4.0 Scope of Work**.

Bidders failing to demonstrate in their application that they meet the minimum qualifications could be considered non-responsive and may be disqualified from further consideration.

3.2 Vendor Responsibility Requirements

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

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

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

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

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

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

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

Vendors must provide their New York State Vendor Identification Number when enrolling. To request a Vendor Identification Number or for direct VendRep System user assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

The New York State VendRep System offers the following benefits:

- Ease of completion, filing, access to, and submission of the questionnaire. Efficiencies are multiplied for vendors who bid and contract with the state frequently or with multiple state agencies.

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

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

Confirmation of completion of the vendor responsibility process should be submitted with your proposal. This confirmation can take the form of registration in the VendRep System, or by submitting your completed hard copy questionnaire. To submit this confirmation with your application, go to the bottom of your certified questionnaire, and click the button called “Form Overview”. Print this page and include it with your proposal.

4.0 SCOPE OF WORK (AMENDED 10/1/2024)

The Foster and/or Adoptive Parent Certification or Approval Process Software application tool will be a flexible, sustainable, and efficient statewide solution that will improve the ability of the State, LDSSs, and VAs to achieve their core missions. The contract awardee will be responsible to develop and provide the support and maintenance of this software to maintain full functionality in accordance with all [NYS ITS Policies and Standards](#), FedRAMP (<https://www.fedramp.gov/baselines/>), and the NYS Secure System Development Life Cycle standard [NYS Secure System Development Life Cycle standard \(link updated\)](#) (<https://its.ny.gov/secure-system-development-life-cycle-standard>), and to provide ongoing support to OCFS staff, LDSS and VA staff, and other state staff, as needed.

Please note: All required NYS ITS policies, guidelines, and standards are located at the following page: <https://its.ny.gov/policies>.

A licensing module comprising of initial certification or approval and reauthorization will be developed and/or integrated by the selected awardee to encompass four different application tracks: Foster Parent Only (approval or certification), Foster and Adoptive Parent (approval or certification), Adoptive Parent Only (approval),

and Emergency Foster Parent (approval). The contract awardee will be responsible for conducting training sessions with OCFS staff, LDSS and VA staff, and other state staff (if requested), to ensure competency in utilizing this software to monitor prospective foster/adoptive parent applications, foster/adoptive certifications/approvals, and foster parent reauthorizations.

The following functions are required. These functions may be accessed via portal(s) or via any mechanism which facilitates an experience that is user-friendly and optimizes workflow efficiency.

- A Licensing Module with the following features:
 - Capacity for unlimited users (approximately 8,500 total users are anticipated), which includes OCFS staff, LDSS and VA staff, prospective foster/adoptive parents, and other users as determined by OCFS.
 - Role-based access for various roles, including but not limited to the following:
 - certain state users with read-only ability at all levels of the application
 - all subagencies (LDSSs and VAs)
 - OCFS staff
 - Each LDSS and VA will have their own separate web page as part of the proposed software.
 - Each LDSS will have foster care, adoption, and emergency application and certification/approval tracks. Each VA will have foster care and/or adoptive application tracks customized based on their OCFS-approved corporate authority for board-out/foster care and/or place-out/adoption. VAs may also have emergency approval tracks.
 - Each LDSS and VA will have their own individual logo and landing page.
 - Include tracks for Foster Parent Only (approval or certification), Foster and Adoptive Parent (approval or certification), Adoptive Parent Only (approval), and Emergency Foster Parent (approval).
 - Compliance with the Americans with Disabilities Act (ADA), along with other attendant laws and policies pertaining to accessibility and electronic device use.
 - Allow for Single Sign-On (SSO) integration with the NYS SSO solution.
 - Mobile-friendly to allow for mobile device application and document submission.
 - E-signature capability that is compliant with NYS-G04-001 ([Electronic Signatures and Records Act \(ESRA\)](#)).
- Full configuration of the module tracks to OCFS's existing workflows and data fields that will inform required program reports:
 - System design will allow for any documents or workflow of the NYS foster/adoptive certification or approval process to be easily configured into the system at the direction of NYS.
 - Bidirectional data flow via Application Programming Interface (API) of 1 to 1 matching of data from the software system with the system of record, CONX, for critical data. Critical data will be defined by OCFS.
 - Must be flexible to system changes based on the addition of new certification/approval tracks and the programmatic needs of OCFS to

- conform with CONX and/or federal laws, NYS laws, regulations, policies, and/or executive orders. For example, list of state-recognized tribes or matching CONX list of ethnicities.
- Support multiple approval pathways, multiple applications based on pathways and role-based approvals (with customizable permissions), depending on policy, procedure, and the type of application submitted.
 - System will store and produce LDSS and VA identifying data for use in the application and the CONX bidirectional data exchange.
 - System interface with CONX must be compliant with the federal CCWIS regulations: <https://www.acf.hhs.gov/cb/policy-guidance/im-20-03>.
 - Automated functions within a CCWIS system, including any external systems, must consider management control, a system security plan, timely access to data, as well as single-sign-on capabilities. For NYS to ultimately achieve CCWIS compliance, these components must meet CCWIS compliance standards. More information can be found in this technical bulletin: <https://www.acf.hhs.gov/cb/training-technical-assistance/ccwis-technical-bulletin-9>.
- System maintenance of regular and unscheduled outages:
 - Considering the bidirectional interface with CONX, this software system shall be considered as critically important in terms of minimizing system downtime.
 - Anticipated downtime must be scheduled outside normal business hours, and for no more than three hours, to minimize disruption to users as this system is available 24/7.
 - Considering the bidirectional interface with CONX and based on the critical nature of the data exchange between the two systems, unscheduled and immediate outages must consider data exchanges and must be resolved immediately regardless of time of day or day of the week.
 - Regular data maintenance for legal expungement consistent with OCFS records retention policies, where applicable.
 - System maintenance outside of regularly scheduled outages requires advance notice to and approval from OCFS at least 10 days prior to the activity.
 - The ability to exactly replicate the appearance and functionality of any and all relevant OCFS-approved forms and templates. Currently, this amounts to approximately 55 OCFS-approved forms/templates across the four tracks. (Examples of some of the forms can be found on page A-3 of the Appendix in the *Home Finding Practice Guide* at <https://ocfs.ny.gov/publications/fostercare/Home-Finding-Practice-Guide.pdf>):
 - Forms must be able to be e-signed by multiple users (including prospective foster/adoptive parents and relevant household members, LDSS/VA workers, and/or LDSS/VA supervisors) in any order AND be sent back to have second- and potentially third-round signatures, in any order, for the same document at different points in time.

- LDSS/VA workers' and LDSS/VA supervisors' e-signatures will be stored in the system and will be able to be affixed to multiple prospective foster/adoptive parents' documents without having to be resigned.
- Conditional radio buttons and customizable dropdown features for forms that will allow selective appropriate questions to be enabled.
- Conditional radio buttons that will not enable when answers to previous questions render such subsequent questions not applicable.
- Comment/text boxes on forms that are not editable in certain situations. For example: after a LDSS/VA worker e-signs any form/document, a prospective foster/adoptive parent cannot edit the text.
- Checkboxes that drive subsequent form selections and reports.
- Identify required fields and flag/notify the user when mandatory fields have not been entered.
- Offline capability with form accessibility to import seamlessly to the software system.
- Securely submit/upload required documentation:
 - The system will have a location appropriate to the OCFS processes of certification and/or approval that will allow for documentation uploads from system users per specified OCFS forms within the application.
 - The system will provide an audit trail for all uploaded documentation to include the submitter, date, and time of submission.
 - The system will not allow certification and/or approval or reauthorization of prospective foster/adoptive parents if any required documents are missing.
 - The system will allow for waivers and/or exceptions to specific requirements for emergency foster parent approvals.
 - The system will be capable of accepting multiple file formats (such as PDF, Microsoft Word, open doc format, Microsoft Excel, JPEG, any other picture formats, etc.) for required documentation.
- Tracking, Reports, and Search Features:
 - Report customization is available as determined by OCFS, LDSSs, and VAs.
 - System must be able to provide OCFS with a report of the status of all categories of certifications and approvals on a specified timetable, broken out by LDSSs and VAs.
 - Reports that will support ongoing practice and compliance monitoring, in addition to previously mentioned system-generated reports.
 - Search capabilities to sort by OCFS-defined capacity, program type, status type of certification or approval, geographic location, and reauthorization.
 - Mapping/Global Positioning System (GPS) home location feature will allow for selections by date range and status. Selections should include, at a minimum, home type, status of authorization or approval, and reauthorization.
 - Display tracking process, which shows time elapsed (in days) and visual progress toward completion of certification/approval/reauthorization (such as a progress bar).

- Provide real-time alerts and updates to both prospective foster/adoptive parents and LDSS/VA staff, along with customizable notifications.
- Training, Support, and Maintenance:
 - The ability for ongoing changes, updates, and improvements, including new features and changes to forms and data fields.
 - Vendor must provide regular enhancements and updates to the software based on feedback from OCFS.
 - Changes to configurations, forms, and workflows per OCFS request.
 - Awardee will participate in regular check-ins and meetings as specified by OCFS.
 - Customer support in the form of ongoing remote trainings of new staff at LDSSs, VAs, and/or OCFS and other state agencies, at the request of LDSSs, VAs, and/or OCFS and other state staff.
 - Customer support to monitor training and implementation needs, and to provide additional trainings, coaching, and support as needed.
 - Provide real-time support to prospective foster/adoptive parents, LDSS staff, VA staff, OCFS, and other state staff. This will include, at minimum, Monday - Saturday 9 a.m. – 9 p.m. Eastern Time in the form of an online chat and/or a phone help line.
 - Training materials/resources must be available through a combination of videos, webinars, manuals, and step-by-step guides online and on demand.
 - Training materials must be updated by the awardee to reflect any changes to the software application or processes as outlined by state and federal law, regulation, policy, or compliance standards.
 - The availability of a training environment for users. OCFS will determine the accessibility/frequency of use needed.
- Data Management:
 - Secure collection of information.
 - Import of all historical data, configuration, and maintenance of any data exchanges via the API.
 - Data governance tools to catalog, store, access, and normalize the data.
 - Data analytics tools.
 - Data mapping.
 - Store all data within the Continental United States (CONUS).
 - Ensure there will be no ability to view or access OCFS' confidential data from any location outside of the CONUS.
 - Ensure all data is isolated from other state's/customer's assets.
 - Must be able to securely export and transfer data to OCFS upon request including if, at any point, the contract ends.
 - All data shall remain the property of OCFS throughout the contract term(s) and shall be provided to OCFS at the end of the resulting contract, or when requested, at no additional cost. In addition, at the end of the resulting contract, the awarded bidder shall have no rights or ability to retain or use OCFS data.

- Additional Security Controls:

Features must comply with requirements listed below and in Section 3.1.

- Separate environments for development and production, with proper separation of duties to limit developer and system administrator access to the production environment.
- The availability of a testing environment to test new builds for bidirectional compatibility prior to moving builds into the production environment.
- Have an Incident Response plan that complies with the [NYS Cyber Incident Response Standard](#) and [NYS Cyber Incident Reporting Procedures](#).
- Have a tested Disaster Recovery/Business Continuity plan.
- Be regularly updated to remain compliant with changes in state and federal laws, policies, and regulations.
- All bidders must agree to maintain information consistent with applicable statutory and regulatory record retention requirements.

- Additional Requirements:

- The proposed software interface with CONX must follow the federal Comprehensive Child Welfare Information Systems (CCWIS) regulations, which may be viewed at <https://www.acf.hhs.gov/cb/policy-guidance/im-20-03>.
- The software must also support and conform with applicable New York statutory, regulatory, and policy standards for the certification and approval of foster and adoptive parents.
- The software system must comply with 45 CFR 95.617 Software and Ownership Rights which can be found at this eCFR link: <https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-95/subpart-F/subject-group-ECFR8ea7e78ba47a262/section-95.617> and states:
 - (a) **General.** The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with Federal financial participation under this subpart.
 - (b) **Federal license.** The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.
 - (c) **Proprietary software.** Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. Federal financial participation (FFP) is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.
- If the proposed solution includes proprietary software applications, the proposers must assist in drafting the commercial-off-the-shelf (COTS) waiver request. Guidance regarding COTS waiver requests is described in the Administration for Children and Families (ACF) Program Instruction

ACF-OA-PI-13-01. That document is available at <https://www.acf.hhs.gov/cb/resource/acf-oa-pi1301>. FFP is not available to customize proprietary code base of a COTS product, and can only be used to configure, train, and implement the product. Customization external to the proprietary code base may qualify for FFP and must be owned by the state. Guidance regarding COTS waiver requests can be found in Program Instruction ACF-OA-PI-13-01 at <https://www.acf.hhs.gov/cb/policy-guidance/acf-oa-pi-13-01>.

- Additionally, proposals by a COTS vendor must include several examples as to what they define as “configuration” and “customization” so there can be a clear distinction between the two.

Additional services appropriate to the scope of this RFP, as determined by OCFS and authorized by NYS budget appropriation, may be added to the contract(s) resulting from this RFP by a written contract amendment mutually agreed to and executed by both parties. OCFS reserves the right to conduct audits on an as-needed basis, at its sole discretion, to determine compliance with all security and data storage requirements specified in this RFP. Failure to meet compliance requirements may result in the dissolution or termination of any contract or proposed award.

Applicants may subcontract components of the scope of work. For those applicants who propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants who plan to subcontract are expected to state in the application the specific components of the scope of work to be performed through subcontracts. Applicants should note that the lead organization (prime contractor) will have total responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for OCFS. If requested by OCFS, the contractor agrees not to enter into any subcontracts, or revisions to subcontracts, in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the state, which shall have the right to review and approve each subcontract in excess of \$100,000 before giving written permission to the contractor to enter into the subcontract. All subcontractors must be approved by OCFS prior to beginning any work. Subcontractors must be located within the CONUS.

5.0 PROPOSAL REQUIREMENTS

5.1 General

5.1.1 Incurred Costs

Neither NYS nor OCFS shall be liable for any costs incurred by an offerer in the preparation and production of a proposal. Neither NYS nor OCFS shall be liable for any costs incurred for work performed by the offerer under the contract before the approval of an executed contract or future task order by the NYS Office of the State Comptroller (OSC).

5.1.2 Content of Proposals

To be considered responsive, an offerer must submit complete proposals that are in compliance with all applicable state and federal laws, rules and regulations and satisfy all of the requirements stated in this RFP. Proposals not conforming to the proposal requirements as specified in **Section 5.0** may be rejected as nonconforming. The offerer's proposals must include a statement that the proposal will remain valid for a period of 180 days.

5.1.3 Security, Nondisclosure, and Confidentiality Agreement

The content of each bidder's proposal will be held in strict confidence by NYS and OCFS during the bid evaluation process and will not be disclosed except to the evaluation panels, and to the NYS Office of the Attorney General and OSC as may be necessary, to obtain the approvals of those agencies for the final contract except as required by law. The successful bidder's proposal and a copy of the specifications will be made a part of the contract and hence available for public inspection and disclosure.

Public inspection of a proposal is regulated by the Freedom of Information Law ([Article 6](#) of the New York Public Officer's Law, hereinafter FOIL). Proposals are presumptively available for public inspection. If this would be unacceptable to bidders, they should apply to the New York State Division of Budget (DOB) for trade secret protection for their bid.

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the bidder. Marking the bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered to be sufficient without specific justification as to why disclosure of particular information in the bid would cause substantial injury to the competitive position of the bidder.

Bidders/contractors intending to seek an exemption from disclosure of these materials under the FOIL must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which will be made in accordance with statutory procedures.

The Public Officers' Code of Ethics ([Section 74](#) of the Public Officers Law) sets the standard that no officer or employee of a state agency shall disclose confidential information that he/she acquires during the course of his/her official duties. These standards control the confidentiality of a bidder's proposal unless DOB grants a petition for records access in accordance with FOIL.

Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement,

whether prescribed by DOB or the bidder, would not alter the rights and responsibilities of either party under FOIL. Bidders should not include with their bid a nondisclosure agreement for DOB employees, as it would not alter the provisions of the FOIL or the code of ethics with respect to the disclosure.

The provisions of the FOIL will also govern the confidentiality of all products or services supplied by the successful bidder.

5.2 Overview of Submission Requirements

This section identifies the information all bidders must include in their proposals to OCFS.

For the purposes of evaluation, each proposal must be submitted in three parts:

- Part I is the Administrative Proposal
- Part II is the Technical Proposal
- Part III is the Cost Proposal

Each part must be complete in and of itself for an independent and concurrent evaluation. Cost information is **not** to be included in the Administrative Proposal or the Technical Proposal. Each part should be **submitted as separate email attachments in PDF format.**

The requirements for proposal content and format will be enforced. Failure by an offerer to respond to a requirement stated in this RFP may cause the proposal to be found non-responsive and the proposal disqualified.

All proposals must be submitted electronically by email to funding@ocfs.ny.gov by the deadline indicated in Section 1.2 Calendar of Events. Proposals received after the deadline for submission of proposals may be rejected. All proposal documents must be sent as attachments, as OCFS is unable to download documents. The email subject line should include the following information: RFP **1127** and Vendor Name. If proposal requires files be sent in multiple emails, indicate the email number, e.g., 1 of 2. No facsimile or hard copy bids will be accepted. **Proposal submissions for this procurement should only contain proposals for this specific funding opportunity and bidders should only submit one proposal per submission email.**

General Proposal Appearance

A. Front Cover

The legal name of the organization and the RFP number should appear on the front page of each proposal.

B. Table of Contents

The Administrative Proposal should contain a table of contents. It is through this table of contents that OCFS will evaluate conformance to uniform proposal content and format.

C. Page Numbering

Each page of the Administrative Proposal should be numbered consecutively from the beginning of the respective proposal through all appended material. Consecutive numbering of pages within consecutively number sections of the proposal is an acceptable alternative.

D. Font

Administrative Proposals should utilize 12-point font. Arial, Times New Roman, and Calibri fonts are considered acceptable.

E. Margins

Administrative Proposals should utilize standard one-inch margins. It is permissible to use headers and footers inside the margins.

The proposal should contain sufficient information to assure the state of its accuracy. No information beyond that specifically requested is required and proposers are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

The content of each bidder's proposal will be held in strict confidence during the bid evaluation process, and no details of any proposal will be discussed outside the evaluation process. The successful bidder's proposal and the RFP will be made part of the contract. Therefore, only an individual who is authorized to legally bind the offerer may sign the proposal.

5.3 Part I - Administrative Proposal

5.3.1 Proposal Content

The following is a list of required forms and documents that must be included in the Administrative Proposal. Most can be accessed electronically throughout this RFP and via the links below. Those available only in hard copy are identified and attached in this section of the RFP.

Must be provided in the Administrative Proposal:

- A. [Appendix A-3, Federal Assurances and Certifications](#)
- B. [OCFS-2633, MacBride Fair Employment Principles Certification Form](#)
- C. [OCFS-2634, Non-Collusive Bidding Certification](#) (required by [section 139d](#) of the State Finance Law)

D. For complete proposal and contract or MOU requirements for the Minority- and Women-owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO) requirements, refer to **Section 7.6**. The following are forms to be completed and submitted with your Administrative Proposal and can be found [here](#).

- [OCFS-3460, Minority and Women-owned Business Enterprises \(MWBE\) Equal Employment Opportunity \(EEO\) Policy Statement](#)

E. [OCFS-4822, Procurement Lobbying Act – Offerer Certification Form](#)

F. [OCFS-2647, EO 177 Certification](#) (See **Section 7.23** for more information.)

Should be provided in the Administrative Proposal:

- A. [Vendor Responsibility Questionnaire \(if applicable\)](#) (Or proof of online VendRep certification. See **Section 3.2** for more information.)
- B. Offerers must list and clearly explain all exceptions and/or caveats to any item contained in this RFP or sample contract language. All exceptions and/or caveats included in the proposal will be reviewed and only those of a non-substantive nature will be considered for inclusion in a final contract. Those of a substantive nature will need to be rescinded in writing by the offerer or the proposal will be disqualified as non-conforming.
- C. [OCFS-4821, CMS User Authorization](#) (Required for the OCFS Contract Management System, see **Section 7.3** for more information.)

5.4 Part II - Technical Proposal (AMENDED 10/1/2024)

Each offerer's technical proposal must include separate responses to the following requirements. Such responses shall be placed in the technical proposal in the same order as shown below. The responses shall cite clearly the RFP Section # of the appropriate proposal response requirement.

5.4.1 Proposal Content

Technical Proposal Section 1 - Executive Summary

The Executive Summary should include the offerer's understanding of the requirements presented in this RFP and provide any relevant background information the offerer would like to share about themselves and their organization.

Technical Proposal Section 2 - *Minimum Qualifications to Propose*

To be considered responsive and eligible to apply, all bidders must:

1. be licensed to do business in the State of New York or provide a commitment that the software administrator will become licensed in the State of New York within 30 calendar days of the date of the award letter.
2. have a minimum of three years of experience with design, operation, and maintenance of cloud-based software applications and/or web portals specific to child welfare services/software provided at a regional and/or statewide level. Please submit a completed **Attachment 4 – Experience Template**.
3. agree that their proposed solution will comply at all times with all [NYS ITS Policies and Standards](#), FedRAMP (<https://www.fedramp.gov/baselines>), and the [NYS Secure System Development Life Cycle Standard \(link updated\)](#) regarding system development, maintenance, and decommission.
4. provide an environment and/or application capable of logging events in accordance with the [NYS Logging Standard \(link updated\)](#) (security/transactions) for auditing or reporting purposes.
5. agree to:
 - store all data within the Continental United States (CONUS).
 - ensure there will be no ability to view or access OCFS's confidential data from any location outside of the CONUS.
 - ensure all data is isolated from other state's/customer's assets.
 - provide all data to OCFS at the end of the resulting contract and when requested, at no additional cost.
 - Provide examples of "customization" and "configuration" as it relates your software. Delineating proprietary versus custom-build software impacts both federal financial participation and the rights of agencies to share software with the federal government and other agencies. More information can be found in CCWIS Technical Bulletin 10: [CCWIS Technical Bulletin #10 | The Administration for Children and Families \(hhs.gov\)](#).
6. agree to comply with the federal [Comprehensive Child Welfare Information Systems \(CCWIS\) regulations](#) and [45 CFR 95.617 Software and Ownership Rights](#)
7. agree to satisfy each of the requirements listed in **Section 3.0 Minimum Qualifications** and in **Section 4.0 Scope of Work**.

Note: Bidders failing to demonstrate in their application that they meet the minimum qualifications could be considered non-responsive and may be disqualified from further consideration.

Technical Proposal Section 3 - *Experience and Project Proposal*

Address the following areas in your Project Proposal:

A. Organizational Experience and Capacity (up to 10 points)

1. Describe your organization's experience with and capacity for architectural software design, technology stack, data mapping, and other skills/capabilities relevant to this scope of work.
2. Provide copies of previous statements of work and a minimum of two references (via **Attachment 3 - References**) evidencing your experience and capacity.

B. Diversity, Equity, and Inclusion (Up to 15 points)

1. Describe the plan to ensure project staffing is racially, ethnically, and linguistically representative of the population(s) proposed to be served.
2. If applicable, demonstrate the organization is led by a Black, Indigenous, Multiracial, or Person of Color (BIPOC) and has developed the organizational capacity to accomplish diversity, equity, and inclusion activities by completing **Attachment 5** to include the BIPOC individual's name, title, date of appointment to the position, and a brief description of the individual's responsibility in the organization. Provide an organizational chart that clearly identifies the title and name of the BIPOC leader and their position in the organizational chart.

Additional documents to be submitted to document that the BIPOC leader has developed the organizational capacity to accomplish diversity, equity, and inclusion include, but are not limited to:

- Explanation of the diversity trainings provided to employees of the organization.
- Explanation of the process by which the organization handles complaints of alleged discrimination by employees, which includes: a) who conducts the investigation, b) who decides whether discrimination has occurred, and c) what relief is offered to the victim.
- Description of what, if any, charitable work the organization performs to reduce barriers within the community.

C. Licensing Module Requirements (Up to 25 points)

1. Describe the software program that will be developed and/or integrated to encompass four application tracks: Foster Parent Only (approval or certification), Foster and Adoptive Parent (approval or certification), Adoptive Parent Only (approval), and Emergency Foster Parent (approval) and associated reauthorization processes.
2. Describe the capability for use by unlimited (8,500+ anticipated) users with role-based access for various roles and discuss how the software will allow for Single Sign-On (SSO) integration with the NYS SSO solution.
3. Describe the development of the four tracks Foster Parent Only (approval or certification), Foster and Adoptive Parent (approval or certification), Adoptive Parent Only (approval), and Emergency Foster Parent (approval) for each LDSS and VA.
4. Describe how each LDSS and VA will have the capability/access to create their own separate web page, including the ability to add their own logo and landing page.
5. Discuss the software's compliance with the Americans with Disabilities Act (ADA), along with other attendant laws and policies relating to electronic device accessibility.
6. Discuss the ability of the software to be mobile-friendly, including the submission of applications and documents via mobile device.
7. Discuss the e-signature capability of the software.

D. Configuration of Licensing Module to OCFS Workflows/Data Fields (Up to 30 points)

1. Discuss the ability of full configuration of the module tracks to OCFS's existing workflows and data fields, which will inform program-required reports.
2. Discuss how the system design will allow for any documents or workflow of the NYS foster/adoptive certification or approval and reauthorization processes to be easily configured into the system at the direction of NYS.
3. Discuss the ability of bidirectional data flow via the Application Programming Interface (API) of 1 to 1 matching of data from the software system with the system of record, CONX, for critical data, which will be defined by OCFS.

4. Discuss the flexibility of the software to system changes based on programmatic needs of OCFS to conform with CONX and/or NYS regulations, policies, executive orders, and/or laws.
5. Discuss the ability to support multiple approval pathways and multiple applications based on pathways and role-based approvals (with customizable permissions), depending on policy, procedure, and the type of application submitted.
6. Discuss the ability of the system to store and produce LDSS and VA identifying data for use in the application and the CONX bidirectional data exchange.
7. Discuss your definition of “configuration” vs. “customization” of your software and provide several examples which clarify the difference between the two.

E. OCFS-Approved Forms and Templates (Up to 20 points)

1. Discuss the ability to exactly replicate the appearance of OCFS-approved forms/templates. Include discussion of conditional radio buttons and customizable drop-down features for forms that will allow selective appropriate questions to be enabled. Discuss conditional radio buttons that will automatically become disabled when answers to previous questions render them not applicable.
2. Discuss the ability for forms to be e-signed by multiple users in any order AND to be sent back to have second- and potentially third-round signatures, in any order, for the same document at different points in time.
3. Discuss the system’s ability to store e-signatures of LDSS/VA workers and supervisors to be affixed to multiple prospective foster/adoptive parents’ documents without having to be resigned.
4. Discuss the ability for checkboxes that will drive subsequent form selections and reports.
5. Discuss the proposed system’s ability to identify required fields and to flag/notify the user when mandatory fields have not been entered.
6. Discuss offline capability with form accessibility to import seamlessly to the software system.

F. Secure Documentation Submission/Upload (Up to 20 points)

1. Describe how the system will allow for the secure submission and upload of required documentation.

2. Describe the system's capability for accepting multiple file formats (such as PDF, Microsoft Word, open doc format, Microsoft Excel, JPEG, any other picture formats, etc.) for required documentation.
3. Describe how the system will provide an audit trail for all uploaded documentation to include the submitter, date, and time of submission.
4. Describe how the system will not allow certification, approval, or reauthorization processes to be finalized if any of the required documents are missing.

G. Tracking, Reporting, and Searching of Data (Up to 19 points)

1. Discuss the ability to display tracking that shows time elapsed (in days) and visual progress – such as a progress bar – toward completion of certification/approval/reauthorization.
2. Discuss the provision of real-time alerts and updates to both prospective foster/adoptive parents and LDSS/VA staff, along with other customizable notifications.
3. Discuss the ability for report customization.
4. Discuss the ability for the system to provide a report of the status of all categories of certifications and approvals on a specified timetable, broken out by LDSSs and VAs.
5. Discuss the ability to provide reports that will support ongoing practice and compliance monitoring.
6. Discuss the ability of the system to provide search capabilities to sort by OCFS-defined capacity, program type, status type of certification or approval, geographic location, and reauthorization status.
7. Describe the mapping/Global Positioning System (GPS) home location feature that will allow for selections by date range and status. Selections should include, at a minimum, home type, status of authorization or approval, and reauthorization status.

H. System Development, Testing, and Maintenance (Up to 43 points)

All systems must be developed, maintained, and decommissioned in accordance with the [NYS Secure System Development Life Cycle Standard](#) (link corrected). Separate environments for development and production with proper separation of duties to limit developer and system admin access to the production environment are expected.

1. Discuss the availability of a testing environment to test new builds for bidirectional compatibility prior to moving builds into the production environment.
2. Define the proposed system's uptime capability.
3. Describe how you will support a bidirectional legal record with CONNECTIONS (CONX) on an ongoing basis.
4. Describe in detail how maintenance (scheduled and unscheduled, including emergency maintenance) will be provided.
5. Describe how your support and maintenance will accommodate any changes of technology in the future (including artificial intelligence [AI]).
6. Discuss how the system will be regularly updated to remain compliant with changes in state and federal laws, policies, and regulations.
7. Discuss system maintenance of regular and unscheduled outages, including the consideration of the bidirectional interface with the system of record, the consideration of regular data maintenance for legal expungements, etc.
8. Discuss the ability for ongoing changes, updates, and improvements, including new features and changes to forms and data fields. Include how the vendor will perform regular enhancements and/or changes to configurations and workflows based on feedback from OCFS. Note: Awardee will be expected to participate in regular check-ins and meetings as specified by OCFS.
9. Discuss the ability to meet vulnerability remediation time frames as described in Section 4.4 of the [NYS Vulnerability Management Standard](#).

I. Training and Support (Up to 8 points)

Training materials/resources must be available online and on-demand through videos, webinars, manuals, and step-by-step guides. Training materials must be updated by the awardee to reflect any changes to the software application or processes as outlined by state and federal compliance standards. OCFS will determine the accessibility and frequency of use needed.

1. Discuss the availability of a training environment for users. Include a description of ongoing remote trainings that will be available to new staff, and how training needs will be monitored and addressed on an as-needed basis.

2. Describe how real-time support will be provided. This will include, at minimum, Monday - Saturday 9 a.m. – 9 p.m. Eastern Time in the form of an online chat and/or a phone helpline and will be available to prospective foster/adoptive parents, LDSS staff, VA staff, OCFS and other state staff.

J. Additional Data Management & Security Controls (Up to 20 points)

1. Discuss how the system will securely collect and maintain information.
2. Discuss data tools that will be utilized for this project, including governance tools to catalog, store, access, and normalize the data; data analytics tools; data mapping tools.
3. Discuss the ability to import all historical data, configuration, and maintenance of any data exchanges via the API. Discuss the plan to be able to securely export and transfer data to OCFS upon request, including if the contract ends at any time.
4. Discuss the ability to conform with and, where available, provide evidence of compliance with the following security controls (both must be addressed):
 - i. Vendor must provide a Consensus Assessment Initiative Questionnaire (CAIQ) <https://cloudsecurityalliance.org/artifacts/star-level-1-security-questionnaire-caiq-v4/>.
 - ii. Have a tested Disaster Recovery/Business Continuity Plan and have an Incident Response Plan that comply with the [NYS Cyber Incident Response Standard](#) and [NYS Cyber Incident Reporting Procedures](#).

5.5 Part III - Cost Proposal

The forms in the cost proposal are designed to facilitate proposal evaluation and to standardize responses to this RFP. The offerer must submit them in their proposal to streamline the evaluation process.

The information requested will be held in confidence and will not be revealed to or discussed with other bidders, except as required by applicable laws, rules, and regulations. The offerer's cost proposal must include the following:

- A transmittal letter signed by an individual who is authorized to legally bind the offerer in a contract.
- A completed and signed **Attachment 6 – Cost Proposal**. The Cost Proposal shall comply with the mandatory format and content requirements

as detailed in this RFP and in **Attachment 6**. Failure to comply with the mandatory format and content requirements may result in disqualification.

Note: Any attachments can be found on the Contract Reporter and the OCFS website. Please download them from one of those locations, complete them, and include them with your proposal.

- Describe the relationship between funds requested and proposed activities. Describe the extent to which expenses are realistic, reasonable, necessary, allowable and justified. This information is entered in the “Budget Narrative” fields in **Attachment 6**.
- A statement that the proposal remains valid for a minimum of 180 days from the proposal due date.

Each application must contain two separate proposed budgets, as follows:

1. **A transition and startup period budget for the period of 3/1/2025 through 9/7/2025.** The transition period budget will identify all startup costs to develop, build, implement, administer, and maintain the proposed system. **Note: All applicants to this RFP should submit all startup and transition costs as though they were implementing all systems/services for the first time.** This budget is worth up to 13 points during the cost evaluation.
2. **An annual budget for the period of 9/8/2025 through 8/31/2026** (used for all subsequent contract periods) containing all the applicant’s operating expenses and other costs to continue supporting the scope of work of this RFP. It will be assumed that the post-implementation annual budget will remain the same. This budget is worth up to 39 points during the cost evaluation.

Applicants requesting lower amounts of funding to develop, build, implement, and/or administer the proposed system will receive better cost scores than applicants who request greater amounts of funding for the same services. Expenses requested in applicant’s budgets for startup costs and operating costs are encouraged to be kept as low as possible to remain competitive.

Use the following directions to briefly describe the expenses included in each budget category. The detail requested is essential to expedite the contract process. Accuracy and completeness are critical.

Ensure the following:

- The cost of items is described in the budget narrative and for every line item of expense, the specific calculations for determining the total cost of each item is included in the narrative.
- All items covered by OCFS funds are directly related to the provision of

services indicated in the proposal.

- All expenses are incurred *within* the contract period.
- All shared costs are prorated, and the basis of the proration explained.
- Reimbursement for travel, lodging and mileage costs do not exceed the state rates currently in effect.
- All amounts listed on the budget summary form reconcile with the relevant budget narrative information.
- The total funds requested agrees with the amount requested in Total Program Cost of the Budget Template.

Non-Allowable Costs

The following items *cannot be included* as OCFS-funded costs within the project budget (this list is not all-inclusive):

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

Local Match

Not applicable.

A. Personal Services

1. Personal Services - Personnel

Personal Services (Salaries):

- List only staff titles included in the funded program.
- List the percentage of time each title will spend on this program.
- The percentage of time an employee (title) is engaged in this program(or programs) cannot exceed 100%.
- List the base (annual) salary for each staff title. The base salary should reflect the employee's (title's) actual annual salary. The annual salary should be consistent across all programs that the employee's time is charged to.

- If a title has both administrative and programmatic responsibilities, show the title on two lines, one for programmatic responsibilities with associated percentage of time and one for administrative responsibilities with associated percentage of time. Identify administrative positions in the “Personal Narrative.” The percentage of time for the position cannot exceed 100%.
- If the proposed project is currently operational, provide information on the percentage of salary increases, if any, included in the requested budget. Justification for raises must be provided. If you anticipate cost of living or merit raises during the contract year, include the increases in the base annual salary charged to the project and note the effective date of the raise.

Personal Services Salary Narrative: Give a brief description of the administrative or program-related responsibilities of each staff title supported by the funds.

2. Personal Services – Fringe Benefits

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

Fringe Benefits Narrative:

- List the fringe benefit rate(s) and the titles to which the rate(s) apply.
- Provide a complete list of benefits used to calculate rate(s) (e.g., Social Security-FICA, New York State Unemployment Insurance-SUI; New York State Disability Insurance and Workers’ Compensation). These can be listed on the extra lines under “Personal Services.” Be sure to clearly identify “Fringe.”

B. Non-Personal Services (NPS)

Use of MWBE and SDVOBs for Discretionary Purchases

In compliance with [Article 15-A](#) of the New York State Executive Law and Article 3 of Veterans Service Law, contractors are required to spend 30% of their overall discretionary budget through a New York State-certified Minority- or Women-owned Business Enterprise (MWBE) and 6% with Service-Disabled Veteran-Owned Businesses (SDVOB). As your organization develops its NPS budget for this contract, you must identify the discretionary purchases that are subject to the MWBE and SDVOB goals (See **Sections 7.6** and **7.7** for more information.) The following NPS budget categories are subject to MWBE and SDVOB review for goals:

NPS Budget Category	MWBE/SDVOB Goal
1. Contractual/Consultant	Discretionary expenses in this category subject to goals.
2. Travel	Travel expenses are non-discretionary and exempt. Please note: Transportation (i.e., chartering of buses), is subject to goals.
3. Equipment	Discretionary expenses in this category subject to goals.
4. Supplies	Discretionary expenses in this category subject to goals.
5. Other Expenses	
a. Space/Property (Own)	Non-discretionary – exempt.
b. Utilities	Non-discretionary – exempt.
c. Operating Expenses	Discretionary expenses in this category subject to goals.
d. Printing Services	Discretionary expenses in this category subject to goals.
e. Other Expenses/Miscellaneous	Discretionary expenses in this category subject to goals.
f. Administrative Expense	Non-discretionary – exempt.

*If MWBE/SDVOB are not going to be utilized, you should include enough detail in the applicable Budget Narrative section(s) to show why that spending category line should not be considered discretionary and counted toward your goals (i.e., “There are no MWBE or SDVOB vendors for this commodity/service in our area.” “We have established contracts with vendor xxx for this commodity/service.” etc.). The OCFS Contract Compliance Unit may reach out to you for further details/explanations and will require justification and information documenting good-faith efforts.

NPS Budget Categories

All budget items to be purchased during the contract period must be for commodities that are in direct support of services related to the project, or for contractual/consultant services to be rendered during the contract period that directly support the project.

1. Contractual/Consultant Services

This category includes costs for institutions, individuals, or organizations external to the agency.

- Specify the services to be provided and indicate how the cost was determined.
- Delineate between administrative and program cost.
- If an award is made, the contractor must get prior written approval from OCFS for any agreement, or series of agreements, with a single subcontractor that exceeds \$50,000 or 50% of the total contract

value during the contract term. The contractor must receive such approval before executing the subcontract agreement, implementing any activity under its term, or expending contract funds under its term. Prior approval is also required for any cost or term amendment to approved subcontracts or as otherwise requested by OCFS. All subcontract agreements, regardless of dollar value, must be submitted to OCFS before claim for services is submitted.

- For office or other program space rental or lease include copy of rental or lease agreement and method of cost allocation of space.
- For equipment rentals:
 - Clearly describe item(s).
 - Include model # and specifications, if possible.
 - Indicate term and rate of rental.
 - Provide a justification for the rental of all equipment by giving a brief description of the program-related need supported by funds.
- Vehicle lease for participant travel, when such travel has been approved by OCFS, must be programmatically justified. A copy of the lease agreement must be provided to OCFS before claim payment. Also, the OCFS share of travel expense must be based upon state guidelines; payment cannot exceed the state rates currently in effect.
 - Explain the purpose of the travel.
 - Number of participants.
 - Estimated miles.
 - Frequency of travel (e.g., per day, per week).
 - Be as clear as possible in explanation of need and cost.
 - Show the percentage of time the vehicle will be used by the project, and only include requested funds for this percentage.
- If a subcontractor or consultant expense is more than \$15,000, three written bids are required. If you are unable to obtain three written bids, a justification as to price reasonableness is required. If other than the lowest bidder was selected, please provide justification.
- If the consultant/contractor is reimbursed at an hourly rate, the hourly rate and the number of hours must be calculated accurately and be included in the budget narrative.
- Indicate whether consultant's rate includes travel and lodging.

2. Travel

- Travel costs include the following: air, train, bus, and taxi fare; personal auto, parking fees, tolls, lodging, and meals. Conference fees or outside training costs for staff to attend that are an integral and essential part of this particular program and necessary in connection with the project to be funded.
- Explain which staff will be traveling and the destination, purpose, and frequency of travel.

- For local/day travel and extended travel, list the following for each trip: destination, length of stay, purpose, number of travelers, mode of transportation and its cost, meals, and lodging costs.
- Includes staff travel only.
 - Consultant travel should be shown under the “Contractual/Consultant Services” category.
 - Client travel should be shown under the “Other Expenses” category.
- Reimbursement for travel, lodging and mileage costs will not exceed the state rates then in effect. **NOTE:** The OCFS share of travel expense must be based upon state guidelines; payment cannot exceed the state rates currently in effect. Refer to <https://www.osc.state.ny.us/state-agencies/travel>.
- All out of state travel must be preapproved by OCFS.

3. Equipment

This section is used to itemize the purchase of equipment.

- Equipment is defined as tangible personal property having an acquisition value of \$5,000 or more per unit.
- Obtain three written bids for any single item. If a bidder other than the low bidder is selected, a statement must be submitted explaining why that vendor was selected.
- Any budget requests for equipment purchase must be fully explained and justified by program need. Note that equipment purchases are generally not allowed for a contract with a term of 12 months or less.
- Delineate between administrative and program costs.
- If the item is to be used by more than one program, the cost must be prorated.
- Explain the program function and need for each item. Be as specific as possible.
- Clearly describe each item, including type and cost.
- Vehicles cannot be purchased. They may be leased if required for program operation. If vehicles are leased, the costs must be listed under the “Contractual/Consultant Services” section.

Equipment Narrative: Give a brief description of the program-related equipment supported by the funds. Include basis of allocation of costs between programs, if applicable.

4. Supplies

- List major supply items (used for office, program, janitorial, etc.)
- Supplies are defined as tangible personal property (including computers, computer equipment, tables, etc.) having an acquisition value of less than \$5,000 per unit. Obtain three written bids for any single item costing over \$2,500. Obtain three written or verbal quotes

for any single item costing \$2,500 or less. If a bidder other than the low bidder is selected, a statement must be submitted explaining why that vendor was selected.

- Delineate between administrative and program items.
- Describe items to be purchased and provide details showing how estimated costs were developed.
- Justify these costs in terms of number of staff and programmatic functions, and how the request relates to service provision.

5. Other Expenses

“Other Expenses” are costs that do not fall under the previous budget categories. Examples are occupancy costs for owned buildings, utilities, operation expenses, printing services, allowable administrative overhead, and other miscellaneous expenses.

a. Space/Property (Own)

If the contractor owns the building, they must charge occupancy costs rather than rental costs. Occupancy costs must be true costs made to a third party; for example, mortgage payment (exclusive of property/school taxes), cleaning costs, snow removal and general maintenance.

- Provide description of space.
- Provide justification.
- Provide itemization of total costs.
- Provide method of cost allocation of space.

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

b. Utilities

Provide a budget line for each utility cost. This may include electric, heat, telephone, other communication services and internet.

Utilities Narrative: Provide a detailed explanation of all utility costs and how costs are allocated to this project.

c. Operating Expenses

This section is used to itemize costs associated with the operation of the program, including but not limited to insurance, bonding, photocopying and advertising. Provide a budget line for each item.

Operating Expenses Narrative: Provide a detailed explanation of each operating expense and how costs are allocated to this project.

d. Printing Services

- All agencies and subcontractors must make reasonable efforts to secure the lowest responsible bidder for printing services.
- In instances where the cost of a printing job exceeds \$5,000, documentation of three telephone bids is required showing that the lowest cost source has been used. This information must be provided with the *payment* claim. The state strongly encourages the participation and utilization of MWBE and SDVOB printing firms.
- Program materials to be printed using these funds must be preapproved by OCFS.

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

e. Miscellaneous Expenses

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

Miscellaneous Expenses Narrative: Provide a detailed explanation of each miscellaneous expense.

f. Administrative Expense

This category cannot include any items directly charged in other budget categories. Include the base on which the administrative expense will be charged.

A. For Federally Funded Awards

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

- OCFS will reimburse the federally approved indirect cost rate for federally funded contracts up to any statutory caps required by the funding streams and in accordance with the terms and conditions of the federal award. A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- If your agency does not have a federally approved indirect cost agreement, and your agency is a non-federal entity that has never received a negotiated indirect cost rate, except for a governmental department or agency unit that receives more than \$35 million in direct federal funding, you may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (MTDC) or you may elect to follow the rules for State-Funded Awards in B. below. Please see federal regulations at [2 CFR 200.414\(f\)](#) for the applicable legal requirements for this option.
- MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subcontractor. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subcontractor in excess of \$25,000.
- Use of a federally approved indirect cost rate, or the de minimis rate, as described above, if applicable, must be in accordance with all applicable federal rules to include [2 CFR Part 200](#).
- No additional Administrative Expenses will be allowed beyond the federally approved indirect cost rate or, if applicable, the de minimis rate.
- All costs claimed under the contract must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented, and such documentation must be provided to OCFS upon request.

B. For State-Funded Awards

Not applicable.

5.6 Submission of Proposals

- A. Proposals must be signed by an individual who is authorized to legally bind the offerer to the provisions of the proposal.
- B. **The Administrative Proposals, Technical Proposals, and Cost Proposals should each be submitted as separate attachments.** A proposal submission should contain multiple document attachments.
- C. **All proposals must be submitted electronically by email to funding@ocfs.ny.gov by the deadline for submission of proposals set forth in Section 1.2 – Calendar of Events.** The email subject line should include the following information: RFP 1127 and Vendor Name. The offerer's legal name and address should appear in the body of the email. If a proposal requires files be sent in multiple emails, indicate the email number, e.g., 1 of 2. No facsimile or hard copy bids will be accepted. **Proposal submissions for this procurement should only contain proposals for this specific funding opportunity and bidders should only submit one proposal per submission email.**
- D. Proposals must be attached to the email in a manner that results in the electronic document(s) being transmitted with the email. The proposal must be received by OCFS secure email servers to be considered properly received. Clickable links to download the proposal and/or the use of third-party file hosting services are not permissible as the applicant's email submission is not transmitting the electronic document(s) of the bid proposal to OCFS.
- E. Email delivery or read receipts are recommended. OCFS will provide a confirmation email that the proposal has been received including the number of attachments. Applicants are responsible for contacting OCFS prior to the deadline if confirmation has not been received.
- F. Document file names are encouraged to be logical and make the attachment(s) easily identifiable. Please ensure that all document attachments provided via email are complete, correct, viewable, and comply with the requirements of the RFP. Bidders must not upload password protected documents or secured documents. **Documents that are incomplete or cannot be viewed may result in disqualification.** Ensure that all passwords are removed prior to submitting your bid proposal.
- E. **Attachments provided for the proposal submission should include:**
- **One Administrative Proposal in PDF format**
 - **One Technical Proposal in PDF format, including:**
 - **Attachment 1 – Proposer's Certified Statements**
 - **Attachment 3 – References**
 - **Attachment 4 – Experience Template**

- **Attachment 5 – BIPOC Leadership (if applicable)**
- **Two Cost Proposals (Attachment 6) in PDF format:**
 - **Attachment 6 – Transition Budget**
 - **Attachment 6 – Annual Budget**

Offerers assume all risks for timely, properly submitted electronic proposals in accordance with Section 5.0 Proposal Requirements.

- F. Please be aware that although proposals must be submitted electronically, any required proposal document that requires a notarization must be obtained by the offerer and a copy of the notarized form submitted with the proposal. The original hardcopy signature page must be kept by the offerer. If applicable, a hardcopy version of the notarized document must be supplied during the contract development stage by selected awardees if requested by OCFS.
- G. Proposals must be received by the due date and time identified in **Section 1.2 Calendar of Events**. Proposals received after the deadline for submission of proposals may be rejected. **OCFS will provide a confirmation email that the proposal has been received.**
- D. Electronic proposals must contain the information and proposal submission formats and forms requested herein, or attached hereto, under the terms and conditions of this solicitation. Proposals that cannot be read, are password protected (locked), are incomplete, or that contain any omissions, erasures, alterations, additions, or items not required by the RFP, or that contain irregularities of any kind may be rejected.
- E. All costs associated with the preparation of a proposal are the responsibility of the Bidder and cannot be charged to OCFS. Bidders may modify, in writing, the content of any proposal at any time prior to the deadline for submission of proposals, however a complete re-submission of all proposal documents is required. OCFS will not substitute sections of a proposal. The email should state that previous proposal(s) submitted are withdrawn. If this is not clear in the email, OCFS will only consider the latest proposal submitted for award. Proposals may be withdrawn or canceled before the deadline for submission of proposals.
- F. By submitting a proposal, the bidder warrants that it has carefully reviewed the needs of the state (as described in this RFP, its attachments, and other communications related to this RFP), has familiarized itself with the specifications and requirements of this RFP and warrants that it can provide such products and services as represented in the bidder's proposal. The bidder agrees to perform all of its obligations should it be awarded a contract in accordance with all applicable federal, state and local laws, rules, regulations and policies that are now or hereafter in effect, and any revisions of such laws, rules, regulations and policies.

- G. The bidder affirms that the terms of this RFP do not violate any contracts or agreements to which the bidder is a party, and that its other contractual obligations will not adversely influence its capabilities to perform the scope of work and requirements of this RFP.
- H. All proposals and accompanying documentation become the property of the State and will not be returned.
- I. Receipt of late proposals, as a general rule, cannot be accepted. However, if permitted by agency policy and if no timely and responsive proposals are received, a late proposal may be accepted. The agency must certify that proposals were received in accordance with the RFP.

6.0 EVALUATION AND SELECTION METHODOLOGY

This RFP requires an evaluation of all proposals that pass the eligibility review as described below. In the interest of selecting the best possible applicant, OCFS will review the proposal content using a predetermined rating system. To promote objectivity, trained reviewers will score each individual proposal using a structured, preapproved evaluation instrument with a standardized scoring rubric. All individual reviewer scores will be added together and averaged to calculate each proposal's composite score.

The technical proposal will be worth 210 points of a proposal's total score, and the information contained in the cost proposal will be worth 52 points of a proposal's total score. The maximum composite score for the cost and technical components will be 262 points.

OCFS will evaluate and score the cost and technical sections of all proposals to determine the finalists eligible for an award. The eligible bidder that receives the highest total number of possible points will be considered the winning bidder.

If there is a tie between two or more proposals, the tied applicant who scores higher on the Cost Proposal will be awarded. If the proposals remain tied, the tied applicant who scores higher in Technical Proposal **Section 3C – Configuration of Licensing Module to OCFS Workflows/Data Fields** will be awarded.

Applicants may submit one proposal in response to this RFP. If duplicative applications are submitted by an applicant, OCFS will review the first application received and will disqualify subsequent duplicative application(s).

6.1 General Information

OCFS will evaluate each proposal based on the "Best Value" concept. This means the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerers" shall be selected for award (New York State Finance Law, Article 11, §163[1][j]).

OCFS, at its sole discretion, will determine which proposal(s) best satisfies its requirements. OCFS reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until both evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an evaluation committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **80%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **20%** of a proposal's total score, in accordance with the methodology describe above in **Section 6.0**.

Proposers may be requested by OCFS to clarify the contents of their proposals. Other than to provide such information as may be requested by OCFS to clarify information contained in the proposal, no proposer will be allowed to alter its proposal or add information after the deadline for submission of proposals.

6.2 Submission Review

All proposals will undergo a preliminary technical evaluation to verify Minimum Qualifications to Propose (**Section 3.0**). OCFS will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in **Section 5.0 Proposal Requirements**, and include the proper documentation. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, may be rejected.

6.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of program staff of OCFS and other evaluators as deemed appropriate by OCFS will review and evaluate all proposals.

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual committee member scores will be averaged to calculate the Technical Score for each responsive proposer.

6.4 Cost Evaluation

The Cost Evaluation Committee will examine the cost proposal documents. The cost proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal

may not receive a cost score and may be eliminated from consideration.

Each proposal that meets the submission requirements, passes the Preliminary Evaluation, and meets the cost proposal requirements, will receive a cost score. The Cost Proposals will be scored based on a maximum cost score of **52 points**. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

Applicant's cost scores will be calculated based upon the amounts of their requested operating expenses using the following formulas:

Transition Period Budget: $\text{Lowest Operating Expense Cost Proposal Received} / \text{Operating Expense of the Proposal Being Scored} \times 13 = \text{Cost Points Awarded}$.

Annual Operating Budget: $\text{Lowest Operating Expense Cost Proposal Received} / \text{Operating Expense of the Proposal Being Scored} \times 39 = \text{Cost Points Awarded}$.

6.5 Preliminary Composite Score

A preliminary composite score will be calculated by adding the preliminary Technical Proposal points and the Cost Proposal points. Finalists will be determined based on preliminary composite scores.

6.6 Reference Checks

The proposer will submit a minimum of two references using Attachment 3 - References. At the discretion of the Evaluation Committee, references may be checked at any point during the process. OCFS reserves the right to disqualify any proposer who receives an unsatisfactory reference check.

6.7 Final Composite Score

A Final Composite Score will be calculated by reflecting any adjustments that may result from interviews or reference checks (if applicable) to the Preliminary Composite Score.

Award recommendation will be based on the highest scoring proposal ranked by Final Composite Score.

In the event a funding decision encounters a tie between two or more proposals, the tied applicant who scores higher on the Cost Proposal will be awarded. If the proposals remain tied, the tied applicant who scores higher in Technical Proposal **Section 3C – Configuration of Licensing Module to OCFS Workflows/Data Fields** will be awarded.

OCFS reserves the right to adjust the funding amount requested/awarded based on program need, geographic distribution, and total dollar value of the applications submitted.

6.8 OCFS Procedure for Handling Debriefing Requests, Formal Protests, and Appeals

A. Applicability

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

B. Definitions

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

C. Debriefing Request

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

1. OCFS will provide notice in writing or electronically to all unsuccessful offerers that the offerer will not receive a funded award under the RFP. An unsuccessful offerer wanting a debriefing must request a debriefing

- in writing, within 15 calendar days of receipt of the notice from OCFS that the offerer's proposal did not result in an award.
2. When OCFS receives a timely written request from the unsuccessful offerer, it will schedule the debriefing to occur within a reasonable period of time following the receipt of such request. Debriefings will be conducted in person, unless OCFS and the offerer mutually agree to utilize other means, including but not limited to telephone, video-conferencing, or other types of electronic communications.
 3. Such debriefing will include: (a) the reasons that the proposal, bid or offer submitted by the unsuccessful offerer was not selected for an award; (b) the qualitative and quantitative analysis employed by OCFS in assessing the relative merits of the proposals, bids, or offers; (c) the application of the selection criteria to the unsuccessful offerer's proposal; and (d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal, bid, or offer. The debriefing will also provide, to the extent practicable, general advice and guidance to the unsuccessful offerer concerning potential ways for their future proposals, bids or offers to be more responsive.

D. Formal Protest and Appeal Procedure

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

1. Submission of Bid or Award Protests

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

In addition, where a debriefing was requested, a bidder may file a protest within five business days from the debriefing (in addition to the original 10-day window from notice of award).

2. Review and Formal Protest Determination

- a. Formal protests must be filed with the OCFS deputy commissioner for administration. Any protests filed with the OCFS program division responsible for the procurement will be forwarded to the deputy commissioner for administration. Copies of all formal protests will be provided by the deputy commissioner for administration to the OCFS Division of Legal Affairs and other necessary parties within OCFS, as determined by the deputy commissioner for administration.

- b. Formal protests shall be resolved through written correspondence; however, either the protesting party or OCFS may request a meeting to discuss a formal protest. Where further formal resolution is required, the program division responsible for the procurement may designate a state employee not involved in the procurement (designee) to determine and undertake the initial attempted resolution or settlement of any formal protest.
- c. The OCFS program division responsible for the procurement will conduct a review of the records involved in the formal protest and provide a memorandum to the deputy commissioner for administration or the deputy commissioner's designee summarizing the facts, an analysis of the substance of the protest, and a preliminary recommendation, including: (a) an evaluation of the findings and recommendations, (b) the materials presented by the protesting party and/or any materials required of or submitted by other bidders, (c) the results of any consultation with the OCFS Division of Legal Affairs, and (d) a draft response to the formal protest.
- d. The OCFS deputy commissioner for administration, or his or her designee, shall hear and make a formal protest determination on all formal protests. A copy of the formal protest determination, stating the reason(s) upon which it is based, and informing the protesting party of the right to appeal an unfavorable decision to the OCFS commissioner, shall be sent to the protesting party or its agent within 30 business days of receiving the formal protest, except that upon notice to the protesting party, OCFS may extend such period. The formal protest determination will be recorded and included in the procurement record or otherwise forwarded to the OSC.

3. Appeal of Formal Protest Determination

- a. If the protesting party is not satisfied with the formal protest determination, the protesting party **must** submit a written notice of appeal to OCFS' commissioner no more than 15 business days after the date the formal protest determination is sent to the protesting party.
- b. The commissioner or his/her designee shall review the formal protest documentation and make a decision on all appeals.
- c. An appeal may not introduce new facts unless responding to facts or issues unknown to the protesting party before the formal protest determination.

4. Reservation of Rights and Responsibilities of OCFS

- a. OCFS reserves the right to waive or extend the time requirements for protest submissions, decisions, and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the state.
- b. If OCFS determines that there are compelling circumstances, including the need to proceed immediately with contract award and development of final contracts in the best interests of the state, then these protest procedures may be suspended, and such determination shall be documented in the procurement record.
- c. OCFS will consider all information relevant to the protest and may, at its discretion, suspend, modify, or cancel the protested procurement action, including solicitation of bids, or withdraw the recommendation of contract award before issuance of a formal protest decision.
- d. Unless a determination is made to suspend, modify, or cancel the protested procurement action, or withdraw the recommendation of contract award, OCFS will continue procurement and contract award activity before the formal protest determination. Receiving a formal protest will not otherwise stop action on the procurement and award of the contract(s) or on development of final contracts.
 - i. The procurement record and awarded contract(s) will be forwarded to OSC, and a notice of the receipt of a formal protest and any appeal will be included in the procurement record. If a formal protest determination or a decision after appeal has been reached before transmittal of the procurement record and the contract(s) to OSC, a copy of the formal protest determination or decision after appeal will be included in the procurement record and with the contract(s).
 - ii. If a formal protest determination or decision after appeal is made after the transmittal of the procurement record and contract(s) to OSC, but before OSC approval, a copy of the formal protest determination or decision after appeal will be forwarded to OSC when issued, along with a letter either: a) confirming the original OCFS recommendation for award(s), b) modifying the proposed award recommendation, or c) withdrawing the original award recommendation.
 - iii. All records related to formal protests and appeals shall be retained for at least one year following resolution of the formal protest. All other records concerning the procurement shall be retained according to the applicable requirements for records retention.

E. Appeal to the Office of the State Comptroller

If the protesting party is still not satisfied with the result of its protest after conclusion of the formal protest and appeal procedure described above, the protesting party may file a written appeal with the OSC within 10 business days of the date the protesting party received OCFS' protest determination. An appeal to the OSC's Bureau of Contracts must be in writing and must contain the specific factual and/or legal allegations setting forth the basis upon which the protesting party challenges the contract award by OCFS. Such appeal must be filed with the director of the Bureau of Contracts at the New York State Office of the State Comptroller, 110 State Street, 11th Floor, Albany, NY 12236.

7.0 MANDATORY CONTRACTING REQUIREMENTS

7.1 Contract Readiness

It is expected that all offerers awarded a contract will negotiate with New York State in good faith and cooperatively work with OCFS to move from an award to an approved contract before the anticipated contract start date that is noted in **Sections 1.2** and **2.3**. It is expected that this process will be expedited, and awardees will need to be available and prepared to respond in required time frames. OCFS may revoke an award made under this RFP, if it determines it is in the best interest of New York State, if awardees do not meet the time frames needed for contract development and/or signature to meet the anticipated contract start date.

Before submitting a bid, an offerer is responsible for various verifications that validate its capacity and organizational authority to receive public funding and operate a business in New York State. All suppliers of goods and services to New York State must be registered in the New York Statewide Financial System (SFS) Central Vendor Registry file and provide their identification number at the time of contracting. For additional information on the vendor file, contact: <https://www.osc.state.ny.us/vendors/vendorselfservicesystem.htm>.

7.2 Standard Contract Language

The terms and conditions can be viewed [online](#) by clicking on this link and are hereby incorporated into this RFP. By applying to this RFP offerers agree that they have reviewed and understand the contract terms and conditions. Contracts awarded under this RFP must be approved by the New York State Office of the Attorney General (OAG) and the OSC. Upon contract award and completion of negotiations, OCFS will send successful awardees the complete contract for development and signature before submitting it to the OAG and to OSC for approval. Contractors may not begin to provide services before the contract start date; OCFS has no obligation to pay for services rendered before that time.

7.3 **Contract Management System (CMS)**

OCFS has developed a comprehensive, web-based Contract Management System (CMS) providing technology that automates the contract development, claiming, and program reporting process. Vendors awarded contracts under this procurement may develop and electronically sign contracts through CMS. The opportunity to submit claims and program reports online is also available to CMS users. For online contract development and claims processing, all vendors are required to include form [OCFS-4821, Contract Management System \(CMS\) Authorization Form](#). In addition to the authorization form, a current organization chart that indicates where the organization head or the chief administrative officer and the contract developers, contract signatories, and claim signatories appear in relation to the board of directors and the organization as a whole must be on file with OCFS, and must be included with the proposal.

A description of CMS, including benefits to vendors, follows:

CMS standardizes the contract development process, automating labor-intensive tasks and providing system edits that reduce common errors. Interactive budget and contract documents streamline the development process. Intuitive screens provide a user-friendly environment. Online claiming functionality allows for expedited payment of claims through the use of system edits, elimination of mailing time, and consolidation of all supporting documentation into one easy-to-access location. CMS features will permit vendors to do the following online:

- Develop, manage, and electronically sign a contract online
- Receive alerts and notifications regarding the status of contract approval
- Permit correspondence between the vendor and OCFS
- Upload and download contract documents into CMS
- Process online budget modifications
- Process online claims, including both advances and expenditures
- Upload supporting documentation for budget modifications and claims
- Submit program reports online
- Check the status of contracts and payments

CMS has no hardware requirements. Minimum computer requirements for participating are simply internet access, Explorer 6.0 or above and Acrobat Reader 7.0 – 11.0 (CMS is not compatible with Acrobat Reader DC). Acrobat Reader can be obtained free of charge at: <http://get.adobe.com/reader>.

For Macintosh users, Safari 3.1 or higher is recommended and can be obtained free of charge at: <http://www.apple.com/support/mac-apps/safari/>.

7.4 Insurance Requirements

7.4.1 Workers' Compensation Insurance and Disability Benefits Coverage

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

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

1. Proof of Workers' Compensation Coverage

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

- **Form C-105.2** - *Certificate of Workers' Compensation Insurance*, issued by private insurance carriers, or **Form U-26.3**, issued by the State Insurance Fund;³ or
- **Form SI-12⁴** - *Certificate of Workers' Compensation Self-Insurance*, or **Form GSI-105.2⁵** - *Certificate of Participation in Workers' Compensation Group Self-Insurance*; or
- **CE-200⁶** - *Certificate of Attestation of Exemption* from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits coverage.

2. Proof of Disability Benefits Coverage

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

- **Form DB-120.1³** - *Certificate of Disability Benefits Insurance*; or

- **Form DB-120.2** – *Certificate of Participation in Disability Benefits Group Insurance*; or
- **Form DB-155^Z** - *Certificate of Disability Benefits Self-Insurance*; or
- **CE-200^B** - *Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability and Paid family Leave Benefits coverage.*

7.4.2 Professional Liability

The Contractor shall procure and maintain for the duration of the contract insurance against claims for damages to OCFS property which may arise from or in connection with the performance of the work carried out by the Contractor, or its subcontractors. The Contractor shall maintain said insurance at the limit of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

7.4.3 Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions, etc.

The Contractor and any subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for a period of two (2) years after completion or termination of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the OCFS's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to OCFS's data. The Contractor shall maintain said insurance at the limit of \$2,000,000 to provide coverage for damages arising from, but not limited to the following: • Breach of duty to protect the security and confidentiality of nonpublic proprietary information; • Personally identifiable information (e.g., medical, financial, or personal in nature in electronic or non-electronic form); • Privacy notification costs; • Regulatory defense and penalties; • Website media liability; and • Cyber theft of OCFS's property, including but not limited to money and securities. If the policy is written on a claims made basis, the Contractor must submit to OCFS an Endorsement providing proof that the policy provides for the purchase an Extended Reporting Period ("tail coverage") to provide coverage for no less than three (3) year after completion or termination of the contract.

The Contractor agrees to name OCFS as an additional insured for Data Breach and Privacy/Cyber Liability.

7.5 Confidentiality and Awardee, Contractor, Employee, and Volunteer Criminal History Background Checks

OCFS is responsible for maintaining the safety of the youth served by OCFS programs.

7.5.1 Confidentiality

New York State law requires that any client identifiable information be kept confidential. Any awardee or contractor, employee, or volunteer of the awardee who will be provided with confidential information of recipients served by the awardee must complete and sign form [OCFS-4715, Confidentiality Non-Disclosure Agreement](#). This form must be completed before the start date of the contract and before any such awardee, contractor, employee, or volunteer is permitted access to youth served by an awardee or to any financial or client identifiable information concerning such youth. For additional information, see **Appendix A-1**, Section 6 Confidentiality and Protection of Human Subjects, located at the link to a standard contract listed in **Section 7.2** above.

7.5.2 Criminal History Background Checks

Any awardee or contractor, employee, or volunteer of the awardee, who will have the potential for regular and substantial contact with youth receiving services must be subject to background screening and be cleared to hire before the start date of the contract and before such persons are permitted any unrestricted contact with youth. The screening must include a review of individuals' backgrounds through the following three services: New York State Justice Center for the Protection of People with Special Needs Staff Exclusion List (SEL), New York Statewide Central Register (SCR) list; and a criminal background check via a vendor that will conduct both a federal check and a check of all 50 states. Additional information regarding all three services will be provided upon the grant of an award. Please note that the grant of an award may be negatively impacted if background checks reveal that an individual proposed to provide services is on the SEL, is the subject of any indicated report of child abuse and/or maltreatment or has convictions for one or more prior criminal offenses. Awardees are responsible for notifying OCFS if a background check reveals that a contractor, employee, or volunteer of the awardee proposed to provide services has a criminal history. Any criminal history revealed as a result of such screening will be evaluated by OCFS pursuant to Correction Law [Article 23-A, section 752](#), on a case-by-case basis taking into consideration the duties of the position and those factors set forth in Correction Law [Article 23-A, section 753](#). OCFS will evaluate the results of the screening in accordance with Correction Law Article 23-A and notify the awardee of its determination. The awardee shall be responsible for the cost associated with any required background screens of the individuals identified in this section.

7.6 Minority- and Women-owned Business Enterprise (MWBE) – Equal Employment Opportunity (EEO) - Requirements and Procedures

This section outlines contractor requirements and procedures for business participation opportunities for New York State-certified Minority- and Women-owned Business Enterprises (MWBE) and Equal

Employment Opportunities (EEO) for minority group members and women. All forms can be found [here](#).

7.6.1 New York State Executive Law (Article 15-A)

Pursuant to New York State Executive Law [Article 15-A](#) and Parts 140-145 of Title 5 of the New York Codes, Rules, and Regulations OCFS is required to promote opportunities for the maximum feasible participation of New York State-certified MWBE and the employment of minority group members and women in the performance of OCFS contracts. OCFS has established its overall agency goal of 30% MWBE participation, 15% for New York State-certified Minority-owned Business Enterprises (MBE) and 15% for New York State-certified Women-owned Business Enterprises (WBE). OCFS supports the establishment of partnerships with MWBE as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practicable and consistent with the legal requirements of the State Finance Law and Executive Law Article 15-A. Certified MWBE may be readily identified through the directory of NYS certified MWBE at: <https://ny.newnycontracts.com>.

7.6.2 MWBE Business Participation Opportunities – OCFS-Established Goals

OCFS strongly encourages MWBE participation. A contractor on any contract resulting from this procurement is encouraged to provide opportunities for meaningful participation by MWBE as subcontractors and suppliers for expenses incurred during the contract term whenever possible. The directory of MWBE can be viewed at: <https://ny.newnycontracts.com>.

7.6.3 Contract Compliance

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

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

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

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

- A. An MWBE Utilization Plan must be completed in the NYSCS within 20 days of receipt of Award Letter notification. Contracts will not be executed until the MWBE Utilization Plan has been approved in the NYSCS.

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

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

OCFS may disqualify a respondent as being nonresponsive under the following circumstances:

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

The successful respondent will be required to attempt to use, in good faith, any MBE or WBE identified within its approved MWBE Utilization Plan during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the contract to OCFS but MUST be made before submitting a request for final payment on the contract.

The successful respondent will be required to submit an MWBE quarterly contractor Compliance and Payment Audit Report to OCFS in the NYSCS by the 10th day following each end of quarter over the term of the contract, documenting the progress made toward achievement of the MWBE goals of the contract.

7.6.4 Equal Employment Opportunity (EEO) Requirements

By submitting a bid or proposal in response to this solicitation, the respondent agrees with all terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the work), except where the work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, color, national origin, sex, age, disability, or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the contract; or (ii) employment outside New York State.

The respondent will be required to submit [OCFS-3460, *Minority- and Women-owned Business Enterprises \(MWBE\) and Equal Employment Opportunity Policy Statement*](#), as referenced in **Section 5.6 Submission of Proposals**, to OCFS with its bid or proposal.

If awarded a contract, respondent shall submit a Workforce Utilization Report and shall require each of its subcontractors to submit the same, in a format that OCFS requires, on a quarterly basis during the term of the contract.

Pursuant to [Executive Order No. 162](#), non-grant contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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

Please note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the contract, leading to the withholding of funds,

suspension, or termination of the contract or such other actions or enforcement proceedings as allowed by the contract.

7.7 Service-Disabled Veteran-Owned Business (SDVOB)

[The Service-Disabled Veteran-Owned Business Act](#), signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under [Article 3 of Veterans' Services Law](#), acknowledges that SDVOBs strongly contribute to the economies of the state and the nation. Therefore, consistent with its Master Goal Plan, OCFS has an established agency goal of 6% and strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs that are responsible and responsive for at least 6% of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practicable, and consistent with the legal requirements of the State Finance Law and the Veterans' Services Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: [List of Certified NYS Service-Disabled Veteran-Owned Businesses](#).

7.8 Omnibus Procurement Act

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including MWBE and SDVOB as offerers, subcontractors, and suppliers on its procurement contracts.

Information on the availability of New York State-certified subcontractors and suppliers is available on the internet at [Empire State Development \(ny.gov\)](#) and [Office of General Services \(ny.gov\)](#).

For additional information and assistance, contact:

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

Directories of New York State-certified MWBE/SDVOB are available from:

New York State Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017

Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com>

Division of Service-Disabled Veterans' Business Development
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
Telephone: 518-474-2015
Email: VeteransDevelopment@ogs.ny.gov
<https://sdves.ogs.ny.gov/business-search>

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to utilize the [National Institute of Governmental Purchasing \(NIGP\)](#), [North American Industry Classification System \(NAICS\)](#), and [Standard Industrial Classification \(SIC\)](#) to identify the codes, size, and location of vendors and services to assist in searches of the NYSCS and OGS directories.

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

1. The contractor has made reasonable efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors on this project and has retained the documentation of these efforts to be provided upon request to the State of New York.
2. The contractor has documented their efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors by showing that they have done the following:
 - Solicited offers, in a timely and adequate manner, from the New York State Empire State Development (ESD) business enterprises, including certified MWBE; or
 - Contacted ESD to obtain listings of New York State business enterprises and MWBE;
 - Placed notices for subcontractors and suppliers in newspapers, journals, or other trade publications distributed in New York State; or
 - Participated in offerer outreach conferences;
 - Provided a statement indicating the method by which they determined that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, *if the contractor has determined such*; and
 - Provided a statement verifying no intention of using subcontractors, *if the contractor has no such intention*.
3. The contractor has complied with the federal Equal Opportunity Act of 1972 (P.L. 92-961), as amended.

4. The contractor will be required to notify New York State residents of employment opportunities by listing any such positions with the Community Services Division of the New York State Department of Labor, providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The agency agrees to document these efforts and to provide said documentation to OCFS upon request.
5. Offerers located in a foreign country are notified that the State may assign or otherwise transfer offset credits to third parties located in New York State, and the offerers shall be obligated to cooperate with the State in all respects in making such assignment or transfer, including but not limited to executing all documents deemed by the state to be necessary or desirable to effectuate such assignment or transfer and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.
6. Offerers are hereby notified that State agencies and authorities are prohibited from entering into contracts with businesses whose principal place of business is in a “discriminatory jurisdiction.” This is defined as a state or political subdivision that employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdictions is maintained by the commissioner of the New York State ESD.

7.9 Anti-Kickback Act

The contractor understands that it must comply with federal [Executive Order 11246](#), the Copeland “Anti-Kickback Act” (18 USC 874), section 508 of the federal Clean Air Act, Section 306 of the federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by the state (see federal [Executive Order 12549](#) and 7 CFR Part 3017).

7.10 Contractor Responsibility

If the selected offerer’s proposal includes services provided by an entity other than the offerer, it shall be mandatory for the selected offerer to assume full responsibility for the delivery for such items offered in the proposal. Should the selected offerer seek external financing, OCFS reserves the right to approve the assignment of the contract for financing purposes. In any event, OCFS will contract only with an offerer, not the offerer’s financing institution or subcontractors. OCFS shall consider the selected offerer to be the sole responsible contractor regarding all provisions of the contract resulting from this RFP. Should an offerer wish to subcontract any of its responsibilities under any contract resulting from this solicitation, OCFS requires its contractors to obtain approval from OCFS before subcontracting.

7.11 Multiagency Use

The contract entered into, pursuant to an award resulting from this RFP, shall contain a provision that grants the option to extend the terms and conditions of such contract to any other state agency in New York State.

7.12 Public Officers Law

All offerers and their employees must be aware of and comply with the requirements of the New York State Public Officers Law and all other appropriate provisions of New York State law and all resultant codes, rules, and regulations from state laws establishing the standards for business and professional activities of state employees and governing the conduct of employees of firms, associations, and corporations in business with the state. In signing the proposal, each offerer guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the state and/or state employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as required by law:

<https://www.nysenate.gov/legislation/laws/PBO>.

7.13 Office of Information Technology Services

Before award selection, this RFP and all responses thereto may be subject to review by the New York State Office of Information Technology Services.

7.14 New York State Sales and Compensating Use Taxes

Tax Law [Section 5-a](#), which was added to the Tax Law under Part N of Chapter 60 of the Laws of 2004, imposes upon certain contractors the obligation to certify whether the contractor and its affiliates are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits the New York State Comptroller, or other approving agency, from approving a contract awarded to an offerer meeting the registration requirements but who is not registered according to law.

Pursuant to Tax Law Section 5-a, the contractor, upon award, will be required to complete and sign, under penalty of perjury, the *contractor Certification* form ([ST-220-TD](#)) and the *Contractor Certification to Covered Agency* form ([ST-220-CA](#)). The contractor must also submit a copy of the certificate of authority, if available, for itself and any affiliates required to register to collect state sales and compensating use tax. If certificates of authority are unavailable, the contractor, affiliate, subcontractor, or affiliate of subcontractor must represent that it is registered and that it has confirmed such status with DTF.

The above-noted ST-220-TD and ST-220-CA forms and additional information regarding New York State sales and compensating use taxes can be found at the following websites:

Publication 223

<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>

ST-220-CA

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

ST-220-TD

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

<https://www.tax.ny.gov/>

7.15 **Consultant Disclosure Requirements (If Applicable)**

Chapter 10 of the Laws of 2006 requires collection and reporting of consulting services contracts by New York State vendors and state agencies during the April 1st through March 31st State Fiscal Year. The Law took effect June 19, 2006. This form should include the projected employees and number of hours they will work. Instructions for completing this form can be found [here](#). A description of employment categories can be found [here](#).

- **Initial Report Requirements**

State contractors are required to disclose, by employment category, the number of persons projected to be employed who will provide services under a contract for consulting services, the number of hours that they will work, and the amount they will be paid working under the state contract. This will include information on any persons working under any subcontracts with the state contractor.

To comply with these reporting requirements, state contractors must complete and submit form [AC-3271-S, New York State Consultant Services Contractor's Planned Employment](#) to their OCFS contract manager with applicable contract documents.

- **Annual Report Requirements**

State contractors must also report each year on the actual employment information described above, including work performed by subcontractors. The report must include employment information for the period ending March 31st of each year. To comply with the annual reporting requirement, state contractors must complete form [AC-3272-S, New York State Consultant Services contractor's Annual Employment Report](#) and submit it by April 30th of each year to the following offices:

Kevin Sweet
Bureau of Contract Management
New York State Office of Children and Family Services
52 Washington Street, South Building, Room 202
Rensselaer, NY 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

New York State Department of Civil Service
ESP, Agency Building 1
19th Floor
Albany, NY 12239

7.16 Application Development or Programming

Any web-based intranet and internet information and applications development or programming delivered pursuant to this procurement must comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

7.17 State Finance Law §139-I; Statement on Sexual Harassment in Bids

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that “[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] ‘[b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.’” The contractor must provide the foregoing certification before any award being made by OCFS. For additional guidance on drafting an

appropriate sexual harassment policy and developing appropriate training please refer to [State Finance Law §139-l](#) and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>.

7.18 Federal Funds

OCFS will be using federal dollars to fund all or part of this project. The federal funding requirements will be included as Appendix A-3 of any contract that results from this RFP. **A copy of Appendix A-3, with a completed and signed certification, must be returned with the bidder's proposal (see Section 5.3.2 Proposal Content.)**

7.19 Forms Required After Award & Before Contracting (Amended 10/1/2024)

1. Proof of [Workers' Compensation Insurance](#) (See **Section 7.4.A 7.4.1** for more information)
2. Proof of [Disability Insurance](#) (See **Section 7.4.B 7.4.1** for more information.)
3. [AC-3271-S, New York State Consultant Services – Contractor's Planned Employment](#) (if applicable) (See **Section 7.15** for more information)
4. [ST-220-TD](#), (NYS Tax Department Form) contractor Certification (if applicable) (See **Section 7.14** for more information.)
5. [ST-220-CA](#), (NYS Tax Department Form) contractor Certification to Covered Agency (if applicable) (See **Section 7.14** for more information.)
6. [OCFS-4716, Contractor Employee and Volunteer Background Certification](#) (if applicable) (See **Section 7.5** for more information.)
7. [OCFS-4715, Confidentiality Non-Disclosure Agreement](#) (See **Section 7.5** for more information.)
8. [OCFS-4629, Project Staffing Plan Form](#)
9. [OCFS-4631, MWBE Utilization Plan Form](#)
10. [SDVOB 100, Service-Disabled Veteran-Owned Business Utilization Plan Form](#)
11. **Proof of Professional Liability Insurance (See Section 7.4.2 for more information.)**
12. **Proof of Data Breach and Privacy/Cyber Liability Insurance (See Section 7.4.3 for more information.)**

7.20 Forms Required During Contract Term

1. [OCFS-4441, MWBE Quarterly Report Form](#) (See [Appendix MWBE](#) for more information.)
2. [AC-3272-S, New York State Consultant Services – Contractor’s Annual Employment Report \(if applicable\)](#) (See **Section 7.15** for more information.)

7.21 Appendix A - Standard Clauses for NYS contracts

If applying, your organization must read, understand, and be prepared to accept all provisions of Appendix A – Standard Clauses for NYS Contracts. Appendix A contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between OCFS and the selected proposer. By submitting a bid or proposal in response to this RFP, the proposer agrees to comply with all the provisions of Appendix A. Please review the sample contract templates provided here: <https://ocfs.ny.gov/main/contracts/samples.php>.

7.22 Executive Order Numbers 14 and 16

[Executive Order No. 14](#), dated February 27, 2022, requires State agencies to terminate any contracts and to refrain from entering into any new contracts with an institution or company that is determined to be a Russian or Russia supporting entity.

[Executive Order No. 16](#), dated March 17, 2022, requires State agencies to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.

Executive Orders 14 and 16 include the following definitions:

- “Russian entity” means an institution or company that is headquartered in Russia or has its principal place of business in Russia.
- “Supporting entity” means any institution or company providing assistance to the Russian government in its campaign to invade the sovereign country of Ukraine, either through in-kind support or for-profit.
- “Entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

By submission of a response to this solicitation the offerer certifies that the offerer:

- a. is not a Russian or Russia supporting entity, as those terms are defined in the Executive Order No. 14 (dated February 27, 2022).
- b. is not an entity conducting business operations in Russia, as those terms are defined in the Executive Order No. 16 (dated March 17, 2022).

7.23 Executive Order Number 175 (If Applicable)

In accordance with the requirements of [Executive Order No. 175](#), contractor will be expected to adhere to net neutrality principles in the provision of internet services under any contract entered into as a result of this RFP, regardless of delivery method, unless the director of contracts or his/her designee, as noted in **Section 1.1 Procurement Contact**, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the state. Nothing in this provision supersedes any obligation or authorization a provider of broadband internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law, or limits the provider's ability to do so. As used herein, "net neutrality" means that a contractor will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application. For the purposes of this contract, the prohibition against blocking or throttling of internet content or applications does not apply to reasonable network management practices.

7.24 Executive Order Number 177

[Executive Order No. 177](#), dated February 3, 2018, directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The contractor must provide the Executive Order 177 certification statement before any award being made by OCFS.

Please see Program-specific Requirements and Forms on the following page.

8.0 PROGRAM-SPECIFIC REQUIREMENTS AND FORMS

The contractor will help NYS fulfill Family First Preventive Services Act program goals and funding requirements by providing software and a web portal to facilitate the promotion of the safety, permanency, and well-being of children in foster care and adoptive families; and providing training on these newly automated processes to the child welfare workforce.

Please see Appendix A-2 for more information on funding requirements.

Please see the following attachments to this RFP, which are available on the OCFS website (<https://ocfs.ny.gov/main/contracts/funding/>) and the New York State Contract Reporter website at (<https://www.nyscr.ny.gov/login.cfm>).

Attachment 1 – Proposer’s Certified Statements

Attachment 2 – Appendix A-2 Program-Specific Terms and Conditions

Attachment 3 – References

Attachment 4 – Experience Template

Attachment 5 – BIPOC Leadership

Attachment 6 – Cost Proposal*

*The cost proposal is submitted as two separate documents:

1. Transition Budget
2. Annual Budget