



New York State
Office of Children and Family Services
Division of Juvenile Justice and Opportunities for Youth
Bureau of Youth Academics and Scholarship

INVITATION FOR BIDS

IFB 1254

Special Education Teacher for MacCormick Secure Center

CALENDAR OF EVENTS	
EVENT	DATE
IFB issued	9/3/2026
Deadline for submission of written questions	9/25/2026 by 4:00 p.m. Eastern Time
Responses to written questions posted (<i>on or about</i>)	10/9/2026
Deadline for submission of bids	11/2/2026 by 4:00 p.m. Eastern Time
<i>Anticipated</i> contract start date	1/1/2027

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Office of Children and Family Services (hereinafter referred to as “OCFS”) identifies the following designated contact to whom all communications attempting to influence OCFS’s conduct or decision regarding this procurement must be made: funding@ocfs.ny.gov.

PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), OCFS identifies the following allowable person to contact for communications related to the submission of bids, written questions, pre-bid questions, and debriefings: funding@ocfs.ny.gov.

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1.0 GENERAL INFORMATION

1.1 Overview

The New York State Office of Children and Family Services (OCFS) announces the release of this Invitation for Bids (IFB) to select one Contractor to provide one qualified and dedicated contract staff position for a Special Education Teacher at the OCFS operated MacCormick Secure Center. This critical position is essential to meet OCFS mandates regarding New York State and Federal Education Department regulations for special education services.

The MacCormick Secure Center, where this position is located, is a secure residential facility situated at 300 South Road, Brooktondale, NY 14817. It is one of OCFS's most controlled and restrictive residential programs, providing intensive programming for male offenders sentenced in criminal court, who may remain in OCFS custody up to 21 years of age. Youth admitted to these secure facilities often have an extensive history of delinquent behavior, involvement with the juvenile justice system, and prior out-of-home placements, necessitating this type of specialized environment.

It is expected in OCFS to hold our students to the highest academic standard. The students within our system often have large gaps in education that require collaboration with the general education teacher and the youth's support team.

The Special Education Teacher will provide comprehensive special education services for students in grades 7-12 in accordance with [New York State](#) and [Federal](#) Education Department regulations. This will include the development of qualitative, in-depth, and accurate Individualized Education Programs (IEP's) / 504 plans for youth. The role also entails maintaining all records and files related to special education, including all required paperwork for annual and tri-annual review, and performing initial evaluations upon OCFS request.

1.2 Term of Contract

It is the intention of New York State to award a single contract to the awarded bidder. The contract will commence on or about the contract date as stated on the cover page in the Calendar of Events and will continue for a term of up to 5 years and is subject to approval by the New York State Department of Civil Service (DCS), New York State Office of the Attorney General (OAG), and Office of the State Comptroller (OSC). 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.

1.3 Restricted Period

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or any other method for soliciting a response from bidders intending to result in a procurement contract with OCFS and ending

with the final contract award and approval by OCFS and, where applicable, final contract approval by the Office of the State Comptroller.

Pursuant to State Finance Law §§ [139-j](#) and [139-k](#), OCFS has designated contacts on the face page of this procurement to whom all communications attempting to influence this procurement must be made.

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 may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in OCFS’s procurements for a period of four (4) years.

1.4 Questions and Amendments

Bidders may submit written questions and requests for clarification pertaining to this IFB between the issuance of this IFB and the deadline for submission of written questions specified in the Calendar of Events on the cover/face page of this procurement (page 1). All questions and requests for clarification should cite the relevant section and paragraph number of this solicitation or of the attachment to which the question relates, where applicable, and must be submitted via email to funding@ocfs.ny.gov no later than the deadline for submission of written questions specified in the Calendar of Events. Questions received after the deadline may not be answered.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this IFB, the bidder shall immediately notify OCFS of such error in writing at funding@ocfs.ny.gov and request that OCFS clarify or modify the terms of this IFB. If, prior to the deadline for the submission of bids specified in the Calendar of Events on the cover/face page of this procurement, a bidder fails to notify OCFS of a known error or an error that reasonably should have been known, the bidder shall assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission, or other error. If awarded a contract pursuant to the terms of this IFB, the bidder shall not be entitled to an amendment to the terms of the contract to correct or clarify any such ambiguity, conflict, discrepancy, omission, or other error nor to any additional compensation by reason of the error or its correction.

Answers to all questions will be provided to all bidders in the form of a question and answer document that will be posted to both the NYS Contract Reporter website (<https://www.nyscr.ny.gov>) and the OCFS funding opportunities page (<https://ocfs.ny.gov/main/contracts/funding/>) and will not identify the bidder asking the question. Before the deadline for submission of bids, any such clarifications or modifications as deemed necessary by OCFS will also be posted in the Contract Reporter and on the OCFS website.

2.0 **SPECIFICATIONS**

Failure to meet the minimum requirements outlined in **Section 2.1** may result in a bid being found non-responsive and eliminated from consideration.

2.1 **Eligible Bidders**

Bids may be submitted by an individual proposing themselves as a Special Education Teacher, or by an organization. If bidding as an organization, the individual designated to serve as the Special Education Teacher is required to be named in your bid submission. **All bids must include a named candidate that satisfies the mandatory qualifications and commitments detailed below and throughout this IFB.**

Eligible bidders must:

- Be registered to do business in the State of New York as evidenced by a current and active listing in the [NYS Department of State \(DOS\) Corporation and Business Entity Database](#) (or equivalent proof of authorization if not a corporation/LLC, e.g. sole proprietorship registration) or agree to become registered to do business in the State of New York if selected for award.
- If the bidder is an organization, they must possess at least 3 years of experience providing teaching staff to government, public, or educational institutions.
- Provide at least three (3) professional references that can verify the bidder's qualifications to propose (if the bidder is an organization) or can verify the bidder's qualifications to perform the requested service as a teacher (if the bidder is an individual). At least one reference must be for services provided within the past twelve (12) months.
- If the bidder is an organization or an individual, they must name a Special Education Teacher who possesses the following qualifications:
 - a bachelor's degree (or higher) in Special Education.
 - a valid NYS Special Education Teacher certification that allows for the provision of special education services to students in grades 7-12 (e.g., certified for special education K-12 or certified for special education grades 7-12).
 - a resume of the individual proposed to perform the service documenting, at a minimum, any required experience and includes all positions held during the last five (5) years.
 - be legally authorized to work in the United States.

2.2 Product/Service Specifications

The Special Education Teacher will provide special education services for students in grades 7-12 in accordance with New York State and Federal Education Department regulations.

Duties of the Special Education Teacher position:

1. Provides the continuum of services according to each student's Individualized Education Program (IEP).
2. Provides all necessary modifications as outlined in students' 504 plans, which are plans for a student to receive needed accommodation.
3. Provides classroom support for the other educators in the classroom as required by the student's IEP's/504 plans.
4. Maintains all appropriate logs.
5. Maintains Consultant Log for each assigned student with an IEP.
6. Create referrals, as needed, for all Committee on Special Education (CSE) meetings, Functional Behavior Assessments (FBA's), Behavior Intervention Plans (BIP's) or Initial Referral for CSE meetings, and other referrals requiring special education input.
7. Prepares rough draft of all assigned student IEP's/504 plans prior to the Committee on Special Education (CSE) meetings using information from teachers, staff, parents, legal guardians, students, documented educational history and direct observations.
8. Actively participate in each Committee on Special Education meeting, providing data while also facilitating aspects of the meeting, as needed.
9. Development of qualitative, in-depth, and accurate IEPs/504 plans for youth.
10. Maintain all records and files related to special education including all required paperwork for annual and tri-annual review.
11. Time management, organization and management of materials, equipment, paperwork, and schedules.
12. Responsible for parent communication and parent education opportunities for students with disabilities, which builds a partnership between parent-school and supports generalization of student's skills across settings.
13. Prepares, delivers, and assesses individual and group instruction on a daily basis. Responsible for developing, training, and assessing student IEP goals and objectives.
14. Provides supervision to Teacher's Aides.

The selected Candidate demonstrates the following abilities:

- Working as part of an educational team to develop and maintain evidence-based classroom systems and multi-tiered positive behavior systems to promote a strong classroom learning environment and classroom management.
- Good time management skills, organization and management of materials, equipment, paperwork, and schedules.

- Prepares, delivers, and assesses individual and group instruction on a daily basis. Responsible for developing, training, and assessing student IEP goals and objectives.
- Utilizes behavioral supports and classroom management skills to positively affect student learning and skills development.
- Works to build a successful classroom team that actively addresses student learning, communication, social skills, and behavioral needs. Provides direct supervision to all Teachers' Aides.
- Building rapport - Responsible for parent communication and parent education opportunities for students with disabilities, which builds a partnership between parent-school and supports generalization of student's skills across settings.
- Actively participates in meetings, providing data and support as needed.
- Timely development of qualitative, in-depth, and accurate IEP's/504 plans for youth.

The Special Education Teacher must meet the following requirements and commitments during service delivery:

- The Special Education Teacher will commit to a 37.5-hour work week for the duration of the contract (**IFB Section 1.2 Term of Contract**). The Special Education Teacher will not work on days in which New York State offices are closed. Refer to Section 2.3 Delivery for additional information.
- The Special Education Teacher will provide on-site in-person services for the full duration of the contract to provide continuity of care for the youth in the OCFS-operated MacCormick Secure Center. This is anticipated to be a five (5) year obligation.
- The Special Education Teacher must agree to participate in an interview with OCFS DJJOY facility and program staff to verify the proposed candidate understands and agrees to fulfill the needs of the position.
- The Special Education Teacher will possess the following educational and experience requirements:
 - NYS Special Education Teacher certification that will allow the teacher to satisfy requirements to provide special education services to students in grades 7-12 (ex. Certified for special education K-12 or certified for special education grades 7-12)
 - Bachelor's Degree (or higher) in Special Education
 - Legally authorized to work in the United States

The individual designated as the Special Education Teacher must obtain clearance from the New York State OCFS State Central Registry prior to the provision of services.

2.3 Delivery

The Special Education Teacher will perform all services in-person and on-site at the MacCormick Secure Center, located at 300 South Rd, Brooktondale, NY 14817. The position requires a 37.5-hour work week of in-person services, Monday through Friday, for the full duration of the contract. This schedule includes the required 184 regular school days and the option to work up to 35 days during the summer. The Special Education Teacher will not work on days on which New York State offices are closed.

2.4 Security Procedures

MacCormick Secure Center is a secure residential facility. All Contractors and personnel, including the Special Education Teacher, must strictly adhere to all facility security policies and procedures. The contractor will work with OCFS to obtain necessary clearances. The contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc. to gain access to the service delivery location. Additionally, all individuals entering or exiting the facility will be subject to screening for contraband.

2.5 Warranty (if commodity purchase)

Not Applicable.

2.6 Transition

Not applicable.

2.7 Subcontracting

Bidders may not subcontract any components of the scope of work.

3.0 BID SUBMISSION

3.1 Instructions for Bid Submission

Only bids from bidders who furnish all required information and meet the mandatory requirements stated in **Section 2.0 Specifications** will be considered. Bidders must operate in accordance with all applicable laws, rules, and regulations.

All bids must be submitted electronically by email to funding@ocfs.ny.gov by the bid due date and time set forth in Section 1.0 Calendar of Events. All bid documents must be sent as attachments as OCFS is unable to download any documents. The email subject line should include the following information: **IFB 1254 Special Education Teacher for MacCormick Secure Center** and Vendor Name. If the bid 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. Bid submissions for this procurement should only contain bids for this specific funding opportunity and bidders should submit only one bid per submission email.

Bids must be attached to the email in a manner that results in the electronic document(s) being transmitted with the email. The bid must be received by OCFS secure email servers to be considered properly received. Clickable links to download the bid and/or the use of third-party file hosting services are not permissible as the bidder's email submission is not transmitting the electronic document(s) of the bid to OCFS.

Email delivery or read receipts are recommended. OCFS will provide a confirmation email that the bid has been received, including the number of attachments. Bidders are responsible for contacting OCFS prior to the deadline if confirmation has not been received.

Electronic bids must contain the information and bid submission formats and forms requested herein, or attached hereto, under the terms and conditions of this solicitation. Bids that cannot be read, require a password (locked), or are incomplete, or that contain any omissions, erasures, alterations, additions, or items not required by the IFB, or that contain irregularities of any kind may be rejected. All costs associated with the preparation of a bid are the responsibility of the bidders and cannot be charged to OCFS. Bidders may modify, in writing, the content of any bid at any time prior to the bid due date and time; however, a complete re-submission of all bid documents is required. OCFS will not substitute sections of a bid. The email should state previous bid(s) submitted are withdrawn. If this is not clear in the email, OCFS will only consider the latest bid submitted for award. Bids may be withdrawn or canceled before the bid due date and time.

Contractors may not begin to provide services prior to the contract start date; OCFS has no obligation to pay for services prior to that time. Payments cannot be made prior to the formal execution of a contract.

Bidders assume all risks for timely, properly submitted electronic bids.

LATE BIDS MAY BE REJECTED

Any bid, or portion of a bid if bid is submitted in multiple emails, that is received at the funding@ocfs.ny.gov email after the bid due date and time in **Section 1.0 Calendar of Events** will be considered a late bid. A late bid may be rejected and disqualified from award. However, a late bid may be accepted in the Commissioner's sole discretion when:

- (i) no timely bids meeting the requirements of the solicitation are received; or
- (ii) the bidder has demonstrated to the satisfaction of the Commissioner that the late bid was caused solely by factors outside the control of the offerer.

Note: The Commissioner is under no obligation to accept a late bid.

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

FIRM OFFER

Bids must remain an effective offer, firm and irrevocable, for at least 365 calendar days from the due date, unless the time for awarding the contract is extended by mutual consent of OCFS and the bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to the 365 calendar-day period until either tentative award of the contract(s), withdrawal of the procurement, or withdrawal of the bid in writing by the bidder.

OWNERSHIP OF IFB AND BIDS

This IFB remains the property of New York State at all times, and all responses to this IFB, once delivered, become the property of New York State.

3.2 Packaging of IFB Response

Required Contents of Bid Submission

Please be aware that although bids must be submitted electronically, any document that requires a notarization must be obtained by the bidder and a copy of the notarized form submitted with the bid. The original hard copy signature page must be kept by the bidder. If applicable, a hard copy version of the notarized document must be supplied during the contract development stage by selected awardees if requested by OCFS.

All bid submissions must include the following:

- **OCFS-0910, *Request for Bid Form***
- **Attachment 1 – Bidder's Certified Statements**
- **Attachment 2 – References**
- **Resume for the proposed Special Education Teacher**
- **Proof of valid NYS Special Education Teacher certification**
- **Proof of a bachelor's degree (or higher) in Special Education**

Attachments to this announcement are also available for download from The New York State Contract Reporter website at <https://www.nyscr.ny.gov> or the OCFS website at <https://ocfs.ny.gov/main/contracts/funding/>.

The following documents should also be completed and provided in the bid:

- **NYS Required Forms**
 - Non-Collusive Bidding Certification
 - NYS Required Certifications Identifying Data
 - Offerer's Certification of Adherence to Executive Order 177
 - Offerer's Certification of Adherence to New York State Finance Law
 - Sexual Harassment Prevention Certification Form

- Freedom Of Information Law Redaction Request
- Offerer's Certification of Adherence to Executive Order No. 16
- Offerer Assurance of No Conflict of Interest or Detrimental Effect
- Gender-Based Violence and the Workplace Certification
- [Vendor Responsibility Questionnaire](#) (or proof of online VendRep certification. See **Section 4.21** for more information)
- [OCFS-3460, MWBE Equal Employment Opportunity \(EEO\) Policy Statement Form](#)
- [OCFS-4821, CMS User Authorization](#)
- [OCFS-4715, Confidentiality Non-Disclosure Agreement](#)
- [OCFS-4716, Contractor Employee and Volunteer Background Certification](#)

OCFS reserves the right to require the provision of these forms prior to making an award. Failure to provide required forms may result in your bid being disqualified from consideration. If requested, forms should be provided to OCFS within 5 business days.

For complete proposal and contract requirements for the Minority- and Women-owned Business Enterprises (MWBE) and Equal Employment Opportunity (EEO) requirements, refer to **Section 4.9**.

General Bid Appearance

Bid emails may be submitted containing either one singular document or multiple document attachments. Document file names are encouraged to be logical and make the attachment(s) easily identifiable. Please ensure all document attachments provided via email are complete, correct, viewable, and comply with the requirements of the IFB. **Documents that are incomplete or cannot be viewed may result in disqualification.** OCFS reserves the right, at the sole discretion of OCFS, to request timely resubmission of documents.

The spacing, fonts, and margins used in the bid should be reasonable. For example: single-spaced twelve-point text using Arial, Times New Roman, or Calibri fonts are considered acceptable. Standard one-inch margins are recommended.

Please refer to **Section 3.1 Instructions for Bid Submission** and **Section 1.0 Calendar of Events**.

Documents Required After Bid Submission

During contract negotiations, awarded bidders will be required to complete the following additional forms:

- [OCFS-4631, MWBE Utilization Plan Form](#)
- [SDVOB-100, SDVOB Utilization Plan](#)
- [OCFS-4629, Project Staffing Plan Form](#)
- [AC 3271-S, State Consultant Services – Contractor's Planned Employment](#) (Form A)

- [ST-220-TD, Contractor Certification](#)
- [ST-220-CA, Contractor Certification to Covered Agency](#)
- Proof of [workers' compensation](#) and [disability benefits coverage](#) or *Certificate of Attestation of Exemption* from New York State Workers' Compensation Board and/or disability benefits coverage

4.0 ADMINISTRATIVE INFORMATION

4.1 Method of Award

The bidder(s) submitting a bid in compliance with **IFB Section 3.0 Bid Submission**, meeting requirements stated in **IFB Section 2.0 Specifications**, passing vendor responsibility review, and bidding the lowest rate will be considered for award. Please see **IFB Section 4.2 Price** for more information regarding bid rate requirements. Any bid that does not comply with the price requirements will not be considered for an award. If a tentatively awarded bidder fails to satisfy the requirements of this IFB within allowable timeframes, OCFS may proceed down the award list to the next lowest bidder.

If a tie bid results, the bidder that proposes a teacher with the most experience teaching special education as described in their resumes will be selected as the winning bidder. If there is still a tie, the decision as to the winning bid will be made by the Commissioner in accordance with the State Finance Law §163(10)(a) and any policy stated in the IFB.

At the discretion of the evaluation panel, references may be checked at any point during the process. OCFS reserves the right to disqualify any bidder from consideration if a reference check is unsatisfactory (does not verify the bidder's qualifications). OCFS reserves the right to interview the tentatively awarded individual candidate or candidate(s) named by the bidding organization to ensure they understand the needs and special nature of the position and are able to fulfill the scope of work.

OCFS reserves the right to request best and final offers. In the event OCFS exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide their best and final offer. Bidders will be informed that should they choose not to submit a best and final offer; the offer submitted with their proposal will be construed as their best and final offer.

4.2 Price

The hourly bid rate (price) must include any and all costs associated with providing and delivering the services as specified, including a minimum hourly salary paid to the Special Education Teacher that equates to at least \$80,000 for the first contract year based on 1,380 hours, including fringe, applicable employer paid payroll taxes and insurances, applicable licenses, insurance, administrative, and all ancillary costs, including all administrative costs associated with locating, hiring and providing staff person to fulfill the Special Education Teacher position for OCFS, if applicable. **Based on the**

requirement that the Special Education teacher be paid a minimum annual salary of \$80,000 during the first contract year, the minimum bid rate submitted by bidders must not be less than \$58 per hour.

The base salary of this position must have an annual cost of living adjustment (COLA) increase in subsequent years of the contract by adding to such base salary an amount obtained by multiplying the base salary being paid to this position by two (2) percent. The cost of living adjustment is reflected on the OCFS-0910 Request for Bid Form – Bid Sheet Attachment. The hourly rate paid to the contracted vendor in subsequent years of the contract will automatically increase to accommodate the COLAs.

Travel expense reimbursement will be paid to the Contractor only where OCFS has authorized such travel in advance. The only anticipated travel would be for training at another DJJOY facility, other designated sites and OCFS home office in Rensselaer, NY. OCFS will limit such reimbursement to the following unless written authorization to exceed the specified limits, or to include other items of expense, is obtained in advance:

1. To the extent permissible under New York State Law, OCFS will pay travel and meals while traveling out of town on business relating to services provided in accordance with the Agreement resulting from this IFB. Travel expense reimbursement will be paid in accordance with guidelines established by the Office of the State Comptroller. (See Office of the State Comptroller Travel Manual, which is available for public download at <http://www.osc.state.ny.us/agencies/travel/manual.pdf>.) For current per diem reimbursement rates only, visit the GSA Domestic Per Diem Page (currently available at <https://www.gsa.gov/travel?topnav=travel>), as such rates may be amended from time to time. Air travel will be reimbursed at coach rates.
2. Reimbursement for pre-approved travel expenses will be made upon submission of appropriate invoices accompanied by copies of receipts for individual expenses.

For the purpose of this IFB, travel expenses will not exceed \$1,500 per contract year. Offeror is not to include travel expenses in their bid price. Travel expenses are already reflected on the **OCFS-0910 Request for Bid Form – Bid Sheet Attachment**.

Note: Travel will be in compliance with the United States Department of Labor Fair Labor Standards Act of 1938 as Amended (FLSA). OCFS will not reimburse for travel to and from the Delivery site specified in **Section 3.3** of this IFB.

4.3 Method of Payment

Payments will be processed monthly following the completion of services and upon submittal of required documentation for services performed and/or a signed claim for payment form, as directed by OCFS in Appendix C-1 of the resulting contract.

4.4 Contractor Responsibilities

The contractor shall be solely responsible for all compliance with terms and conditions in this IFB or any resulting contract. The contractor may not engage a subcontractor or dealer, distributor, reseller, or any other party to carry out any part of this contract without the prior written consent of OCFS. The contractor accepts full responsibility for the actions of any employee who carries out any of the provisions of any contract resulting from this IFB.

4.5 OCFS Reserved Rights

OCFS reserves the right to:

1. Change any of the schedule dates stated in this IFB.
2. Reject any or all bids received in response to the IFB.
3. Withdraw the IFB at any time at the agency's sole discretion.
4. Make an award under the IFB in whole or in part.
5. Disqualify any bidder whose conduct and/or bid fails to conform to the IFB's requirements.
6. Reject any bid if, in the sole discretion of OCFS, it determines the bidder is not a responsible vendor.
7. Seek clarification and revisions of bids. Ask bidders to present supplemental information clarifying their bids either in writing or by formal presentation. New information is not permitted.
8. Before opening bids, amend any part of this IFB with notification to all bidders, and direct all bidders to prepare modifications addressing IFB amendments, if necessary.
9. Eliminate any IFB requirements that cannot be met by all prospective bidders upon notice to all parties that submitted bids.
10. Waive procedural technicalities or modify minor irregularities in bids received after notification to the bidder involved.
11. Correct any arithmetic errors in any bid or make typographical corrections to bids with the concurrence of the bidder.
12. Negotiate with the selected bidder(s) before contract award.
13. Conduct contract negotiations or award a contract to the next ranked 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.

14. Require that all bids be held valid for a minimum of 365 days from the closing date for receipt of bid submissions, unless otherwise expressly provided for in writing.
15. Use the bid submitted in response to this IFB as part of an approved contract. At the time of contract development, awardees may be asked to provide additional budget and program information for the final contract.
16. Use any or all ideas submitted in the bids received.
17. 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 bid and/or to determine a bidder's compliance with the requirements of the solicitation.
18. Make inquiries of third parties, including but not limited to bidder's references regarding the bidder's experience or other matters deemed relevant to the bid by OCFS. By submitting a bid in response to this IFB, the bidder gives its consent to any inquiry made by OCFS.
19. Rescind awards for failure of awardees to meet required time frames for contract development and/or signature.
20. Cancel this IFB, in whole or in part, at any time and to reject any or all bids when appropriate in the best interests of New York State.
21. Use information obtained through site visits, management interviews and New York State's investigation of a bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB.
22. Reject any extraneous terms, alternate activities/work to be performed, added conditions, or exceptions stated by bidders within their bid submission(s). This includes, but is not limited to, proposed changes to the standard terms and conditions of the resulting contract(s).

4.6 Incurred Costs

The State of New York shall not be liable for any costs incurred by a bidder in the preparation and production of a bid or for the contractor's participation in any pre-contract award activity. The State of New York shall not be liable for any cost incurred by the contractor in preparation for or before the approval of an executed contract by OSC.

4.7 Security, Nondisclosure, and Confidentiality Agreement

The content of each bidder's submission will be held in strict confidence by New York State during the bid evaluation process and will not be disclosed except to the evaluation panels, and to the New York State Office of the Attorney General and OSC, as may be necessary, to obtain their approvals for the final contract, and except as required by law. The successful bid and a copy of the specifications will be made a part of the contract.

Public inspection of a bid is regulated by the Freedom of Information Law ([Article 6](#) of the New York Public Officer's Law, or FOIL). Bids 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 upon submission by the bidder. Marking the bid as "confidential" or "proprietary" on its face or in the document header or footer is not sufficient without specific justification as to why disclosure of particular information in the bid would cause substantial injury to the competitive position of the offerer.

Bidders/contractors intending to seek an exemption from disclosure of these materials under the FOIL must request the exemption in writing, explaining 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 they acquire during their official duties. These standards control the confidentiality of a bidder's submission unless DOB grants a petition for records access in accordance with FOIL.

Bidders should be advised the confidentiality of their bid 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 propose a nondisclosure agreement for DOB employees, as that is legally ineffective to alter any responsibility under FOIL or the Code of Ethics.

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

Please see [Confidentiality Non-Disclosure Agreement \(OCFS-4715\)](#), which each contractor or subcontractor, employee of a contractor or subcontractor, and volunteer with a contractor or subcontractor is required to sign.

4.8 **Executive Orders**

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

Executive Order 16 includes the following definitions:

- “Russian entity” means an institution or company 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 bidder certifies that they:

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

Executive Order 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, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The contractor must provide the EO 177 certification statement before any award being made by OCFS.

4.9 **Minority- and Women-owned Business Enterprises (MWBE) – Equal Employment Opportunity (EEO) - Requirements & 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. OCFS forms can be found at <https://ocfs.ny.gov/forms/> and some are required to be entered directly into the [New York State Contract System](#).

4.9.1 **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, including 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 companies may be readily identified through the directory of NYS certified MWBE at: <https://ny.newnycontracts.com>.

4.9.2 MWBE Business Participation Opportunities – OCFS-Established Goals

Procurement and contract goals are established based on the current availability of NYS certified MWBE to assist in the execution of the scope of work of the contract by providing a commercially useful function (CUF) in the performance of the services required. The percentage goal for this procurement may be assessed higher or lower than the percentage level of the agency's overall goal depending on factors such as the type of services involved, location of services and the availability of certified MWBE.

For the purposes of this solicitation, OCFS hereby establishes an overall goal of 0% of discretionary non-personnel service spending for New York State-certified MWBE participation, 0% for MBE participation and 0% for WBE participation. A contractor ("contractor") on any contract resulting from this procurement ("contract") must document its good-faith efforts (GFE) to provide meaningful participation by MWBE as subcontractors and suppliers who will perform a CUF in the performance of the contract. To that end, by submitting a response to this IFB, the respondent agrees that OCFS may withhold payment pursuant to any contract awarded as a result of this IFB pending receipt of the required MWBE documentation. The directory of NYS certified MWBE can be viewed at [New York State Contract System](#). For guidance on how OCFS will evaluate a contractor's "good-faith efforts," refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBE for the performance of a CUF, as defined in 5 NYCRR § 140.1, and that include responsibility for the execution of a distinct element of the work of the contract, evidencing the responsibilities and risks of the business owner, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a subcontract with an MWBE serving as a broker which can be credited towards the goal shall be 25% of the sum paid on the subcontract.

4.9.3 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 IFB, 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 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](#) 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 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 to OCFS for a partial or total waiver of established goal requirements made after contract award may be made at any time during the term of the contract but **MUST** be made before submitting a request for final payment on the contract.

The successful respondent will be required to submit MWBE quarterly contractor compliance and payment audit reports 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.

4.9.4 Equal Employment Opportunity (EEO) Requirements

By submitting a 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 an [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 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](#), 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.

4.10 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 established an 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: [Division of Service-Disabled Veterans' Business Development](#)

4.11 Contractor Responsibility

If the awarded bid includes services provided by another firm, it shall be mandatory for the selected bidder to assume full responsibility for the delivery for such items offered in the bid. Should the selected bidder seek external financing, New York State reserves the right to approve the assignment of the contract for financing purposes. In any event, New York State will contract only with a bidder, not the bidder's financing institution or subcontractor(s). New York State shall consider the selected bidder to be the sole responsible contact regarding all provisions of the contract resulting from this IFB. Should a bidder wish to subcontract its responsibilities under this solicitation, OCFS requests that the prime contractor/vendor obtain approval.

4.12 Multiagency Use

The contract entered into pursuant to an award resulting from this IFB 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.

4.13 Vendor Responsibility Requirements

All bidders should complete, certify, and file a New York State Vendor Responsibility Questionnaire. OCFS recommends that bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at www.osc.state.ny.us/vendrep.

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

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Confirmation of completion of the vendor responsibility process should be submitted with your bid. To provide confirmation with your bid, go to the bottom of your certified online questionnaire and click the button called "Form Overview." Print this page and include it with your bid or provide your completed hard-copy questionnaire.

Note: All Vendor Responsibility Questionnaires must be dated within six months of the bid submission due date. Any subcontractors under the proposed contract must also complete a vendor responsibility questionnaire when the value of the subcontract is anticipated to be \$100,000 or more.

4.14 Insurance Requirements

4.14.1 Workers' Compensation Law

New York State [Workers' Compensation Law](#) (WCL) and [section 142](#) of the State Finance Law require businesses contracting with New York State HAVE and MAINTAIN workers' compensation and disability insurances. If an award is made from this IFB, updated proof of coverage must be submitted during contract development. Failure to submit the proof will delay the contract development process. Please note OSC has determined municipalities are not required to show proof of coverage.

A. Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a state contract 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 Fund³; 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.

B. Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a New York State contract must 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 disability benefits insurance coverage. The forms can be accessed 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-155⁷** - *Certificate of Disability Benefits Self-Insurance*; or
- **CE-200⁶** - *Certificate of Attestation of Exemption* from New York State Workers' Compensation and/or disability benefits coverage.

4.14.2 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.

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

Not Applicable.

4.14.4 Other Insurance

Not Applicable.

4.15 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 it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits OSC or other approving agency from approving a contract awarded to a bidder 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 NYS 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/default.htm>

4.16 Confidentiality and Required Awardee, Contractor, Employee, and Volunteer Background Checks

4.16.1 Confidentiality

New York State law requires 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 **4.27 Standard Contract Language** below.

4.16.2 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 in care or receiving residential services, must be subject to background screening before hire or utilization in a position paid through this award. The screening must include the completion of the [OCFS-4716, Contractor Employee and Volunteer Background Certification](#) and a review of individuals' backgrounds through the following three services: NYS Justice Center for the Protection of Persons with Special Needs Staff Exclusion List (SEL), New York Statewide Central Register of Child Abuse and Maltreatment (SCR), and a criminal history background check via a vendor that will conduct both a federal and New York State criminal history record check. Additional information about all three services will be provided if an award is granted. Please note the grant of an award may be negatively impacted if background checks reveal an individual proposed to provide services is on the SEL, is the subject of any indicated reports of child abuse and maltreatment, or has convictions for one or more prior criminal offenses. Awardees are responsible for notifying OCFS if a background check reveals a contractor, employee, or volunteer of the awardee proposed to provide services has a criminal history. OCFS will evaluate any criminal history revealed as a result of the screening 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.

4.17 Consultant Disclosure Requirements

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 1 through March 31 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 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 NYS Consultant Services – Contractors Planned Employment \(Form A\)](#) 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 31 of each year. To comply with the annual reporting requirement, State contractors must complete form [AC 3272-S NYS Consultant Services – Contractors Annual Employment \(Form B\)](#) and submit it by April 30 of each year to the following offices:

New York State Office of Children and Family Services
Bureau of Contract Management
Email: bcmmail@ocfs.ny.gov

New York State Office of the State Comptroller
Bureau of Contracts
Email: CDMOST@osc.ny.gov

New York State Department of Civil Service
Email: SubmitformB@cs.ny.gov

Please send forms electronically to all three (3) email addresses with the subject line “Consultant Disclosure Form B.”

4.18 OCFS Procedure for Handling Debriefings and Formal Protests

Once an award has been made, a bidder may request a debriefing of their bid. The debriefing will be limited solely to the bidder's own bid and will not include any discussion of other bids. A bidder's request for a debriefing must be received by OCFS no later than fifteen (15) calendar days after the date of the award notification to the successful bidder or non-award announcement to the unsuccessful bidder, depending upon whether the bidder requesting the debriefing is the successful bidder or an unsuccessful bidder.

In the event an unsuccessful bidder wishes to protest the award resulting from this IFB, the protesting bidder must follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in [Chapter XI Section 17](#) of the OSC's Guide to Financial Operations, which is available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

4.19 Standard Contract Language

[OCFS Non-Grant Contract Sample \(State funding\)](#)

[OCFS Non-Grant Contract Sample \(Federal funding\)](#)

The terms and conditions can be viewed above and are hereby incorporated into this IFB. By submitting a bid in response to this IFB, bidders agree they have reviewed, understand, and agree to the contract terms and conditions including the **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 IFB and will be incorporated, without change or amendment, into the contract entered into between OCFS and the selected offerer. Contracts awarded under this IFB must be approved by the New York State Office of the Attorney General (OAG) and OSC before any payments are made on such contracts. Contractor obligations or expenditures before the contract start date shall not be reimbursed. Upon contract award and completion of negotiations, OCFS will send successful awardee(s) the complete contract for development and signature before submitting it to OAG and to OSC for approval.

4.20 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>.

4.21 State Finance Law §139-m; Statement on Gender-Based Violence in Bids

[New York State Finance Law §139-m](#), effective November 5, 2025, requires each bidder to certify that the organization has in place and has implemented a Gender-Based Violence and the Workplace Policy (please see the Office for the Prevention of Domestic Violence (OPDV) [Gender-Based Violence and the Workplace website](#) for more information regarding these policies) and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law. If the bidder 'cannot make this certification, they must include a signed statement setting forth in detail the reasons therefor.