NEW YORK STATE | Office for People With Developmental Disabilities

Request for Proposals

RFP OPD-2025-02

Family Support Services

SFS Event ID: OPD-FSS-25

Proposal Due Date: May 28, 2025

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1. INTRODUCTION

1.1. Issuing Office

The New York State Office for People With Developmental Disabilities (OPWDD) is the New York State (NYS) executive agency responsible for the provision, regulation, and oversight of services to NYS individuals with developmental disabilities. Per Mental Hygiene Law § 1.03 (22), individuals served by OPWDD have a documented history of diagnoses that may include, but are not limited to, intellectual disabilities, cerebral palsy, epilepsy, neurological impairments, and autism spectrum disorders. (https://opwdd.ny.gov/eligibility)

OPWDD provides services and supports directly and through a network of approximately 500 nonprofit service-providing agencies, with about 80% of services provided by the private nonprofits and 20% provided by state-run services. OPWDD also provides residential supports and services for approximately 43,000 individuals with developmental disabilities throughout New York State. OPWDD individuals reside in residential homes, group homes, and supported apartments, as well as institutional settings such as developmental centers and a variety of secure facilities. OPWDD operates approximately 1,500 residential and institutional sites statewide.

OPWDD has identified $3.5 million in 100% NYS State funded resources available to reallocate to the FSS program. These funds will be allocated based on the percentage of individuals residing at home within each Developmental Disabilities Regional Field Office (DDRFO) region throughout the state, with further allocation by District.

These funds are intended to enhance existing and expand new FSS funded programs, offering non-duplicative services and supports to those who meet the FSS eligibility criteria. Proposals that appear to supplement, enhance, or mirror a Home and Community Based Services (HCBS) Waiver Program will not be considered for funding.

1.2. Purpose

OPWDD issues this Request for Proposals (RFP) for Family Support Services (FSS) with the intent to award several contracts for these services.

The New York State Office for People With Developmental Disabilities (OPWDD) and the Family Support Services Advisory Councils are pleased to announce the availability of funding to provide supports and services to families that care for a family member with a developmental disability living at home. The goal of Family Support Services is to assist families to remain intact for as long as they desire and avoid unnecessary out of home placement.

Proposals are being accepted for Family Support Services funding to provide new or enhanced programs/services to OPWDD eligible individuals who live at home with their families. These caregivers may experience exceptionally high financial outlays and physical and emotional challenges stemming from the complex task of supporting the needs of their children. Frequently, such expenses and challenges may strain or exceed the available resources of these families. The emphasis of FSS Proposals should be to increase the variety and availability of services and supports to unserved/underserved individuals and their families towards satisfying their unmet needs and offsetting some of the challenges these families may experience.

This opportunity is available in the Statewide Financial System (SFS) and can be found by searching for SFS Event ID: OPD-FSS-25. **Proposals must be submitted via SFS.**

This RFP will also be posted on both the NYS OPWDD Procurement Opportunities website at https://opwdd.ny.gov/procurement-opportunities and on the NYS Contract Reporter (NYSCR) website at https://www.nyscr.ny.gov/.

1.3. Calendar of Events

RFP Release Date	April 9, 2025
Deadline for Submission of Questions	April 23, 2025
Issuance of Responses to Questions	May 7, 2025
Proposal Due Date	**May 28, 2025**
Anticipated Notification of Tentative Award	July 21, 2025
Anticipated Contract Start Date	November 1, 2025

NOTE: The above dates are tentative and subject to change at OPWDD's sole discretion.

1.4. Designated Contacts

1.4.1. RESERVED

1.4.2. Designated Contacts

OPWDD identifies the following designated contacts for communications related to the submission of questions, proposals, and requests for debriefings.

Primary Contacts
Michael Thorpe / Kelly Evers
Contract Management Unit
NYS Office for People With Developmental Disabilities
44 Holland Ave, 5th Floor
Albany, NY 12229
OPWDDGrants@opwdd.ny.gov

Secondary Contacts
Alexander Rosney / Marc Kleinhenz
Contract Management Unit
NYS Office for People With Developmental Disabilities
44 Holland Ave, 5th Floor
Albany, NY 12229
OPWDDGrants@opwdd.ny.gov

1.4.3. Questions and Answers

Questions from Bidders regarding this RFP must be received by OPWDD in accordance with the Deadline for Submission of Questions included in the Calendar of Events, Section 1.3 of this RFP. All questions must be submitted via electronic mail to the designated contact(s) at OPWDDGrants@opwdd.ny.gov as stipulated in Section 1.4.2 of this RFP.

1.4.3.1. Each question must, to the degree possible, cite the specific RFP Section to which it refers. OPWDD reserves the right not to answer questions that are not directly related to this RFP.

1.4.3.2. Bidders are cautioned that any question or inquiry regarding the RFP must be written in generic terms and must not contain pricing information. The inclusion of specific information about a Bidder's Budget Proposal in an inquiry may result in the Bidder's disqualification.

1.4.3.3. Bidders must identify, during the question-and-answer period, any terms and conditions in the RFP that would prohibit a Bidder from submitting a proposal. This process may not be used to negotiate material changes to the terms and conditions set forth in the RFP; any such changes will not be accepted by OPWDD. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify OPWDD of such error(s) in writing to the designated contact(s) identified in Section 1.4.2 of this RFP. If, prior to the proposal due date as specified in Section 1.3 of this RFP, a Bidder fails to notify OPWDD of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of proposing. If awarded the contract, the Bidder shall not be entitled to additional compensation by reason of the error or its

correction. Prior to the proposal due date, any clarifications or modifications deemed necessary by OPWDD will be posted to the OPWDD website and the NYSCR website provided in Section 1.2 of this RFP.

1.4.3.4. Any change to language, terms, or requirements within the RFP, including all associated attachments, appendices, and exhibits, that is proposed by a Bidder after the question-and-answer period has ended will not be considered by OPWDD, as any such change would not have been offered to all potential Bidders.

1.5. Announcements and Amendments to the RFP

OPWDD will utilize its procurement opportunities webpage and the NYSCR for the purpose of disseminating information relating to this procurement. OPWDD will post its official answers to Bidder questions and any changes to the RFP resulting from such questions on these sites on or before the Issuance of Response to Questions date as indicated in the Calendar of Events. Bidders are encouraged to monitor these sites: https://opwdd.ny.gov/procurement-opportunities and https://www.nyscr.ny.gov/.

OPWDD's responses to questions and notification of amendments to the RFP, if any, will be in the form of a formal addendum that will be annexed to and become part of this RFP and any ensuing contract.

1.6. Term of Contract

OPWDD may award one (1) or more contracts for the Family Support Services (FSS) to one (1) or more responsive and responsible Bidder(s) as a result of this RFP. The term of the contract(s) is anticipated to be up to five (5) years, with an **anticipated start date of November 1, 2025**. Awards may result in an amendment to an existing FSS contract or result in a new 5-year contract. In accordance with SFL § 41, the State shall have no liability under the contract(s) to the Bidder(s) or to anyone else beyond funds appropriated and available for the contract(s). Continued annual funding awarded throughout the duration of the contract period is contingent upon satisfactory service performance and continued availability of state and federal funds. Continued contract approval beyond five (5) years will be at the sole discretion of OPWDD and the OSC, until such time as a replacement contract can be put in place. If the contract(s) are extended, all original terms and conditions will remain the same.

1.7. Conflicts of Interest

Bidders must disclose actual and potential conflicts of interest in the Administrative Proposal (see Section 4.10 below for additional information).

If an organization or person is presently performing consulting services for OPWDD, or has provided consulting services for OPWDD, it may still submit a proposal in response to this RFP but must also satisfy these conflict-of-interest provisions.

After the RFP is awarded, if the awarded Bidder utilizes individuals or entities that violate these conflict-of-interest provisions, the Bidder is subject to termination and reimbursement of contract funding to OPWDD.

1.8. Bidder Minimum Qualifications

Any Bidder submitting a proposal in response to this RFP must meet the minimum qualifications listed below. Information demonstrating these qualifications must be incorporated into the Bidder's Administrative Proposal response. The Bidder must attest to these qualifications in Attachment 1: Document Submission Checklist and Attestations as required in Section 4.1 of this RFP.

1.8.1. This RFP is open only to authorized, experienced OPWDD providers who meet the minimum qualifications as outlined below. The Bidder should have experience operating Family Support Services contracted programs; if the Bidder does not have this experience, by submitting a proposal, the Bidder attests that the Board of Directors supports the development of new Family Support Services programs.

1.8.2. The Bidder must provide evidence that each of the following minimum qualifications are met by the Bidder:

1.8.2.1. At the time of the RFP release date, the Bidder must be an eligible, authorized OPWDD provider.

1.8.2.2. The Bidder must not be on the OPWDD Early Alert list.

1.8.2.3. The Bidder must demonstrate that they are in good standing (current) with all quality measures and documentation requirements, to include, but not limited to satisfactory submissions of: Consolidated Fiscal Report (CFR), FSS Quarterly Reports (as applicable), program rosters (as applicable), annual Satisfaction Surveys.

1.8.2.4. The Bidder must also consistently demonstrate that they are adequately satisfying milestones in their current workplan for any/all existing FSS funded programs (as applicable).

1.8.2.5. The Bidder has prequalified through the Statewide Financial System (SFS) by the application due date and time.

1.8.3. Eligible Target Population

To be eligible to enroll in any proposed FSS program, an individual must:

1.8.3.1. Have valid, established eligibility for OPWDD services, and

1.8.3.2. Reside with one or more non-paid family members.

1.9. SFS Prequalification Requirement

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to be prequalified for proposals to be evaluated and any resulting contracts executed.

Proposals received from eligible not-for-profit Bidders who have not been prequalified by the Proposal Due Date specified in Section 1.3 of this RFP will not be able to submit their bid response through SFS.

Please complete the prequalification process as soon as possible. The State reserves five (5) days to review submitted prequalification applications. Prequalification applications submitted to the State for review less than five (5) days prior to the RFP due date and time may not be considered. Bidders should not assume their prequalification information will be reviewed if they do not adhere to this timeframe.

2. SCOPE OF WORK

2.1. Background

The Family Support Services (FSS) program is a service model authorized by New York State's Mental Hygiene Law sections 13.05 and 41.43 and overseen by New York State OPWDD. FSS programs are designed to enhance a family's ability to provide in-home care to their family members with an Intellectual/Developmental Disability (I/DD).

Family supports are goods, services, and subsidies which are provided to meet the goals of: providing a quality of life comparable, to the extent practicable, to that of similarly situated families without a family member having a developmental disability; maintaining family unity; preventing premature or inappropriate out-of-home placement; reuniting families; enhancing parenting skills and maximizing the potential of the family member with a developmental disability.

The FSS initiative is family directed in that programs work towards providing individuals and caregivers greater choice and flexibility in the selection of services and supports. Within the FSS service system, General FSS services can be funded, as can Family Reimbursement (FR) programs under FSS awarded contracts.

Throughout New York State, FSS programs are developed through collaborative State and Stakeholder efforts to meet the various needs identified by families and driven by the OPWDD eligible individuals that they support. While FSS services are

available statewide, types of FSS programs that are available within a specific Region may vary. FSS contracted services are regionally specific and thus are only available within the geographical parameters of the Regional Districts identified within the FSS contract.

FSS programs are funded by NYS OPWDD using 100% state funded resources and provided to families by non-profit/not-for-profit service provider agencies that are awarded OPWDD contracts through a competitive bidding process. FSS funds are a finite state resource for families who do not have access to other funding sources, intended to be utilized only in the absence of other available options/resources.

The following links provide additional background on the FSS service model:

FSS Overview: https://opwdd.ny.gov/system/files/documents/2022/05/017_family_support_services_4202022.pdf

FSS Family Reimbursement Program Overview, Current Policies, and Guidance documents for Stakeholders: https://opwdd.ny.gov/regulations-guidance/adm-2022-02-family-support-services-fss-reimbursement-guidelines

2.2. Program Requirements

The Developmental Disabilities Regional Field Offices (DDRFO) and the Family Support Services (FSS) Advisory Councils for Regions 1, 2, 3, 4 and 5 are seeking proposals from qualified Bidders to provide new or enhanced Family Support Services programs/services to OPWDD eligible individuals who live at home with their families. Proposals must address unserved/underserved individuals and their families with unmet needs who reside within each Region catchment area.

Providers of Family Support Services under OPWDD must comply with all applicable NYS OPWDD regulations. Only incorporated not-for-profit agencies or other governmental agencies may apply.

Within submitted proposals, OPWDD seeks providers to address those specific priorities (Priority Needs), which have been previously determined through a collaborative process between the DDRFO and District Local FSS Councils. These priorities are based on the 2024 Needs Survey issued by Statewide FSS Committee, Stakeholder feedback, and knowledge of currently available programs within the Region/ District.

In the event that a Bidder is pursuing more than one Priority Need and/or in multiple regions, the Bidder must clearly identify these areas correlating to each Priority Need and submit a separate proposal (including Administrative Proposal consisting of all identified attachments, Technical Proposal Response, Work Plan Summary, and Budget Proposal) for **each** proposed program and/or Region.

Anticipated program start-up for successful applicants will be no later than the First Quarter, FY 2026 and will be coordinated between the Grantee and the DDRFO. Changes to proposed start date must be reviewed/approved by the local DDRFO. The awardee is responsible for communication with the DDRFO to monitor progress towards commencement of program.

2.2.1. Region 1

The DDRFO Region 1 office is reinvesting FSS dollars in the total amount of $636,390. The total allocation of $636,390 is available towards supporting families who have a family member with a developmental disability living at home.

Region 1 includes 17 counties, which are broken down into four distinct local FSS districts: Finger Lakes-North, Finger Lakes-Monroe, Western-North, and Western-South. Funding is available as described below:

Allocation for the Finger Lakes Districts (distributed between Finger Lakes-North and Finger Lakes-Monroe) is $317,710.

Allocation for the Western Districts (distributed between Western-North and Western-South) is $318,680.

The Evaluation Committee will award proposals addressing one (1) of the identified local district Priority Needs, in accordance with Section 9 of this RFP. If submitting proposals for more than one (1) Priority Need and/or in more than one (1) region, Bidders must submit separate proposals.

For Region 1, up to $636,390 ($317,710 between Finger Lakes-North and Finger Lakes-Monroe; $318, 680 between Western-North and Western-South) of the total amount of funding available will be awarded for programs that meet the following Priority Needs:

Western New York

Western – North

1. Respite: Programs that incorporate recreational activities, social groups, or other informal skill building activities as a part of a respite program. Transportation to and from this program be looked at as a possible additional service offered but would not be mandatory as part of this proposal. The targeted counties would be Erie, Niagara, Genesee, Orleans. Site-based respite is not within the scope of this funding.

2. Behavioral Support: Programs focused on supporting the behavioral needs of OPWDD eligible individuals. Program Proposal can address all age groups, but directing the need to school aged children and young adults is preferred. Targeted counties for would be Erie, Niagara, Genesee, Orleans.

3. After School [Recreational] Programs: After School Recreation Programs would focus on all school aged children in the following counties of WNY: Erie, Niagara, Genesee, Orleans. Transportation to and from this program be looked at as an addition to the proposals, but not a mandatory need for a program of this type to be proposed.

Western – South

1. After School [Recreational] Programs: After school Recreation Programs would focus on all school aged children in the following counties of WNY: Chautauqua, Cattaraugus, Allegany. Transportation to and from this program be looked at as a possible addition to the proposals (although not made mandatory as part of program proposals).

2. Transportation: The proposed programs should look at providing transportation to locations within a person's community including but not limited to recreational activities, shopping, offices for appointments (not medical), etc. The program should be open to serve any qualified individual ages 3-100 in the following WNY counties: Chautauqua, Cattaraugus, Allegany. Consideration needs to be given for the mobility ad equipment needs of prospective individuals (i.e. wheelchairs, walkers, braces/AFOs, extended time needed for boarding and offboarding the vehicle, etc.).

3. Behavioral Support: New behavioral support programs offered in a format that can reach a larger number of families. The proposed program should be a planned, systematic behavioral management program which provides guidance to families to manage everyday behavioral concerns that can be modified using positive reinforcement techniques. This support is not intended to address intensive behavioral needs. Positive reinforcement strategies with the intent of altering observable behaviors are established, monitored, and revised. The proposed programs should aim to serve all eligible individuals ages 3-100 in the following WNY counites: Chautauqua, Cattaraugus, and Allegany.

Finger Lakes

Finger Lakes – Monroe

1. Respite: Respite opportunities to address the following needs: 1) short term respite; 2) short term respite for those with complex needs; 3) longer term respite for those with complex needs. Prioritization would be to serve individuals who are NOT currently enrolled in the HCBS Waiver; however, program would be available as well to those in the Waiver (contingent that all other available Waiver [Respite] services have been pursued and exhausted). Transportation to and from this program be looked at as a possible additional service offered but would not be mandatory as part of this proposal. Respite Programs would focus on individuals ages 3-100 residing within Monroe County. Respite would not be site-based in nature. Innovative proposals are encouraged.

2. Service Access: A program to support individuals new to the OPWDD service system who will need 'hands on' guidance and expertise to navigate through the process. Individuals to be served by the program proposals would be ages 3-100 who reside within Monroe County. Prioritization would be to serve individuals who are NOT currently

enrolled in the HCBS Waiver or other Medicaid Waiver programs. Program would be available also to those in the Waiver contingent that all other available, comparable Waiver services/supports for accessing services have been pursued and exhausted. Innovative proposals are encouraged.

3. Behavioral Supports: Behavior Support program to focus on serving ages 3-100 living in the Monroe County. Innovative proposals are encouraged.

Finger Lakes – South

1. Social and Recreational Activities: This program would offer organized activities with social and recreational benefits for ages 21-35 years. Program proposals should include room for collaboration between the program participants and the agency in what activities or types of programming can be offered. Transportation to and from activities will be encouraged but not required. The following counties in the FL Area are to be covered by the proposals (Chemung, Livingston, Wyoming, Steuben, Schuyler, Wayne, Ontario, Seneca, and Yates).

2. Respite: Respite as a short term, temporary break in caregiving responsibilities to the primary caregiver of an OPWDD eligible individual. The targeted groups would be for individuals ages 21-35 years residing within the following counties: Chemung, Livingston, Wyoming, Steuben, Schuyler, Wayne, Ontario, Seneca, and Yates. Site-based respite is not within the scope of this funding.

3. Transportation: Program focusing on the general needs for transportation for individuals within this area. Proposed programs, whether new program proposals or requests to amend current contracts, should look at providing transportation to locations within a person's community including but not limited to recreational activities, shopping, offices for appointments (not medical), etc. Consideration needs to be given for the mobility and equipment needs of prospective individuals (i.e. wheelchairs, walkers, braces/AFOs, extended time needed for boarding and offboarding the vehicle, etc.). The program should be open to serve any qualified individual ages 3-100 in the following counties: Chemung, Livingston, Wyoming, Steuben, Schuyler, Wayne, Ontario, Seneca, and Yates.

2.2.2. Region 2

The DDRFO Region 2 office is reinvesting FSS dollars in the total amount of $483,143. The total allocation of $483,143 is available towards supporting families who have a family member with a developmental disability living at home.

Region 2 includes 20 counties which are broken down into three distinct local FSS districts: Central New York, Broome and Sunmount. Funding is available as described below:

Allocation for the Central New York District: $262,260.

Allocation for the Broome District: $124,133.

Allocation for the Sunmount District: $96,749.

The Evaluation Committee will award proposals addressing one (1) of the identified local district Priority Needs, in accordance with Section 9 of this RFP. If submitting proposals for more than one (1) Priority Need and/or in more than one (1) region, Bidders must submit separate proposals.

For Region 2, up to $483,143 ($262,260 Central New York, $124,133 Broome and $96,749 Sunmount) of the total amount of funding available will be awarded for programs that meet the following priority needs:

Central New York

1. Respite: Respite programs which serve OPWDD eligible and I/DD individuals. Focus on non-Waiver enrolled individuals. Programs will be developed based on needs and provider abilities but may include:

a. Short term respite for those whose loved ones **do not have** high/complex needs. Respite can be provided within the capabilities of the applicant's abilities to establish, populate, and maintain the program proposed. Bundling reliable transportation, if possible, to and from program will be considered as part of the overall proposal. Site based respite is not within the scope of this funding.

b. Short term respite for those whose loved ones **have** high/complex needs. Respite can be provided within the capabilities of the applicant's abilities to establish, populate, and maintain the program proposed. Bundling reliable transportation, if possible, to and from program will be considered as part of the overall proposal. Site based respite is not within the scope of this funding.

c. Longer term respite, overnight, weekend, etc., for those whose loved ones **have** high/complex needs. Respite can be provided within the capabilities of the applicant's abilities to establish, populate, and maintain the program proposed. Bundling reliable transportation, if possible, to and from program will be considered as part of the overall proposal. Site based respite is not within the scope of this funding.

Service to be offered throughout CNY District, to include Oswego, Cayuga, Onondaga, Cortland, Lewis, Oneida, Madison, and Herkimer Counties.

2. Crisis Intervention Services: Crisis Intervention Services for families in need. Service can be provided within the capabilities of the applicant's abilities to establish, populate, and maintain the program proposed. Services to be offered throughout CNY District, to include Oswego, Cayuga, Onondaga, Cortland, Lewis, Oneida, Madison, and Herkimer Counties.

3. Recreation and Camp: Programs for individuals and families across all age groups, counties, and with varying degrees of support needs (i.e.: 1:1 or without a 1:1). Service can be provided within the capabilities of the applicant's ability to establish, populate, and maintain the program proposed. Proposals may include participation of family members and caregivers and may include transportation as well. Agencies with successful existing Recreation and Camp programs may apply to replicate or expand those programs. In such cases, applicants will be required to document unmet need (e.g., a waiting list). Programs to be offered throughout CNY District, to include Oswego, Cayuga, Onondaga, Cortland, Lewis, Oneida, Madison, and Herkimer Counties.

Broome

1. Respite: Respite and/or recreational program which serves OPWDD eligible and I/DD individuals of all ages. Programs operate within Broome, Chenango, Otsego, Delaware, Tioga and Tompkins Counties; a minimum of two (2) counties should be served through contract, with a focus on/priority to Broome and Delaware County residents. Site-based respite is not within the scope of this funding.

2. After School Program: In-person after school program which serves OPWDD eligible and I/DD individuals ages 5-21 years. Programs operate correspondingly with regularly scheduled academic calendar. Supporting those located within Broome, Chenango, Otsego, Delaware, Tioga and Tompkins Counties; a minimum of two (2) counties should be served through contract, with a focus on/priority to Tompkins County residents.

3. Camp: Camp program which serves OPWDD eligible and I/DD individuals of all ages. Programs operate within Broome, Chenango, Otsego, Delaware, Tioga and Tompkins Counties; a minimum of two (2) counties should be served through contract. Camps are required to be Department of Health (DOH) certified and located within New York State.

Sunmount

1. Weekend Social/Respite Program: Community based socialization opportunities operating during weekend days for multiple age groups for individuals who are eligible for FSS and living at home. It is anticipated that this will assist in fostering friendships, skill building, and opportunities to try new activities. Ideas for activities could include outdoor recreation (including multi season outdoor experiences), community-based art activities, and training for teens/adults

with IDD to foster creativity, self-expression, and competency (e.g.: visual arts, music, dance, and theater). Service will also serve to support caregivers for these individuals through offering a scheduled break in caregiving responsibilities and allow them opportunities to attend to other obligations during weekends. Program to serve all those residing within all counties in the Sunmount District.

2.2.3. Region 3

The DDRFO Region 3 office is reinvesting FSS dollars in the total amount of $636,259. The total allocation of $636,259 is available towards supporting families who have a family member with a developmental disability living at home.

Region 3 includes 17 counties which are broken down into four distinct local FSS districts: Capital, Hudson Valley-Westchester, Hudson Valley- Orange/Sullivan/Rockland and Taconic. Funding is available as described below:

Allocation for the Capital District: $241,427.

Allocation for the Hudson Valley Districts (distributed between Hudson Valley- Orange/Sullivan/Rockland and Hudson Valley-Westchester): $289,356.

Allocation for the Taconic District: $105,475.

The Evaluation Committee will award proposals addressing one (1) of the identified local district Priority Needs, in accordance with Section 9 of this RFP. If submitting proposals for more than one (1) Priority Need and/or in more than one (1) region, Bidders must submit separate proposals.

For Region 3, up to $636,259 ($241,427 Capital, $289,356 distributed between Hudson Valley- Westchester and Hudson Valley-Orange/Sullivan/Rockland, $105,475 Taconic) of the total amount of funding available will be awarded for programs that meet the following priority needs:

Capital

1. In-Home Behavioral Services: To help families living at home with their OPWDD eligible child with challenging behaviors cope or deal with their child who is in crisis. Programs could operate within all 9 Regional Counties (Saratoga, Warren, Washington, Albany, Rensselaer, Schenectady, Fulton, Montgomery, and Schoharie Counties).

2. Recreation Programs: Programs would offer recreation activities/programs and could operate within all 9 Regional Counties (Saratoga, Warren, Washington, Albany, Rensselaer, Schenectady, Fulton, Montgomery, and Schoharie Counties).

3. Respite: Respite as a short term, temporary break in caregiving responsibilities to the primary caregiver of an OPWDD eligible individual. Programs could operate within all 9 Regional Counties (Saratoga, Warren, Washington, Albany, Rensselaer, Schenectady, Fulton, Montgomery, and Schoharie Counties). Site-based respite is not within the scope of this funding.

4. Service Access: Access to Services/information and referral programs and could operate within all 9 Regional Counties (Saratoga, Warren, Washington, Albany, Rensselaer, Schenectady, Fulton, Montgomery, and Schoharie Counties).

Hudson Valley – Westchester

1. Respite: Respite as a short term, temporary break in caregiving responsibilities to the primary caregiver of an OPWDD eligible individual targeting age groups 22-30/31-49 years old. Program would operate within Westchester County. Site-based respite is not within the scope of this funding.

2. Recreation/Camp Program: Recreation/Camp programs for targeted age groups 22-30/31-49 years old. Programs would offer recreation activities/camp programs and would operate within Westchester County.

3. Service Access/Information and Referral Programs: Access to Services/information and referral programs targeted to age groups 22-30/31-49 years old. Programs would operate within Westchester County.

Hudson Valley – Orange, Sullivan & Rockland

1. Recreational Programs: Recreational programs for all age groups, with focus on young adults who are 'aging out' of programs. Programs would operate within Orange, Sullivan, and/or Rockland Counties.

2. Behavioral Services: To help families living at home with their OPWDD eligible child with challenging behaviors cope or deal with their child who is in crisis. Programs would operate within Orange, Sullivan, and/or Rockland Counties.

3. Service Access: Access to Services/ information and referral programs and would operate within Orange, Sullivan, and/or Rockland Counties.

Taconic

1. Recreational Programs: To offer recreation activities or programs that would operate within Greene, Columbia, Ulster, Dutchess, and Putnam Counties. Innovative proposals are encouraged.

2. Behavioral Support/Crisis Intervention: To help families living at home with their OPWDD eligible child with challenging behaviors cope or deal with their child who is in crisis. Programs would operate within Greene, Columbia, Ulster, Dutchess, and Putnam Counties.

2.2.4. Region 4

The DDRFO Region 4 office is reinvesting FSS dollars in the total amount of $1,308,025. The total allocation of $1,308,025 is available towards supporting families who have a family member with a developmental disability living at home.

Region 4 includes 5 counties which are broken down into five distinct local FSS districts: Staten Island, Brooklyn, Bernard Fineson/Queens, Metro-Manhattan, and Metro-Bronx. Funding is available as described below:

Allocation for the Staten Island District: $103,982.

Allocation for the Brooklyn District: $409,821.

Allocation for the Bernard Fineson/Queens District: $312,391.

Allocation for the Metro Districts (distributed between Metro-Manhattan and Metro-Bronx): $481,832.

The Evaluation Committee will award proposals addressing one (1) of the identified local district Priority Needs, in accordance with Section 9 of this RFP. If submitting proposals for more than one (1) Priority Need and/or in more than one (1) region, Bidders must submit separate proposals.

For Region 4, up to $1,308,025 ($103,982 Staten Island District, $409,821 Brooklyn District, $312,391 Bernard Fineson/Queens District, $481,832 between Metro-Manhattan and Metro-Bronx) of the total amount of funding available will be awarded for programs that meet the following priority needs:

Staten Island

1. After School and/or Weekend Recreation/Social Program: Recreation and socialization programs offered for 5-12 yr. olds that have no HCBS Waiver eligibility.

2. After Day/Weekend Social/Recreation Program: Recreational and/or socialization programs operating for a minimum of three (3) hours during post-day program and/or weekend hours. Serving OPWDD individuals over age 21 with higher needs.

Brooklyn

1. Housing Advocacy: Agency should help the families with children that are OPWDD eligible living at home with their families to prevent evictions, especially children with challenging behaviors. Help families with programs that help families with rent assistance and help fill out Disability Rent Increase Exemption (DRIE) and or Senior Citizen Rent Increase Exemption (SCRIE) too. Most important is to go with the families to meet with their landlords/housing managers and to go to the housing court with the families to guide them through the confusing process. Currently, only one of the agencies in Brooklyn provides housing advocacy and assists families with housing-related court processes and proceedings. For many eligible families, the RFO notes that this is a crucial and highly significant aspect of this program.

2. Housing Modifications: Agency will help the families living at home to make the OPWDD eligible child living at home to have a safe and accessible place to live at home with their family.

3. Crisis Intervention: To help the families living at home with their OPWDD eligible child with challenging behaviors cope or deal with their child who is in crisis.

Bernard Fineson-Queens

1. After School and/or Weekend Recreation: Would serve OPWDD eligible individuals ages 5-21. In person program with focus on physical engagement (e.g.: walking, fitness classes), trips to museums, movies etc. May include transportation. Offers support <8 hrs./wk.

2. Parent Support Groups: Family support groups to include any family member (parents, siblings) who reside with an OPWDD eligible individual. Held bi-weekly for 1-2 hr. sessions.

3. Socialization Groups: Weekly in person meetings for I/DD individuals ages 5+ with focus on enhancing socialization skills (e.g.: making and maintaining friendships, appropriate greetings, reciprocal conversation, interactive games etc.) May include transportation.

4. Transportation: Voucher based system to provide transportation to and from respite (Queens based programs), camps, recreation, medical appointments or any other OPWDD authorized sites. Operates on an on-call 24:7, 7 days/wk., 12 mos./yr. This resource also provides transportation for individual parents to attend various meetings and or functions, visiting camps, agencies, etc. acknowledged and authorized by the local DDSO. Service intended to fill a gap not covered by Access-A-Ride or other agency transportation. OPWDD eligible children & adults living at home, including currently unserved/underserved.

Metro

Metro – Manhattan

1. Weekend Recreation and/or Socialization Programs: Socialization and/or recreational programs focused on serving those with higher or more complex needs which operate on weekends. Programs can be a modified version of existing socialization and recreation programs, for all ages to participate for at least four (4) hours per week. Programs may allow for more individualized supports/staff ratios (e.g.: one to one support) as appropriate. Transportation would be included.

2. Community Based Recreational Programs: Recreational, non-site-based programs which focus on community-based activities. Programs would include transportation.

3. Parent Support Groups: Family support groups to include any family member who is residing with the OPWDD eligible I/DD individual. Groups to be held bi-weekly for two (2)-hour sessions. Parent support groups would be focused on the needs of parents of school-aged children and separately, parents of adult individuals age 21 and up.

Metro – Bronx

1. Evaluations: Evaluations/assessments to be provided to children ages 3-5 and will include psychological and adaptive behavior testing, psycho-social evaluations, and testing for ASD. The program will primarily serve families without Medicaid, but based on extenuating circumstances individuals with Medicaid may be evaluated with prior approval from OPWDD. Prioritization will be to individuals without Medicaid or other means to cover this expense.

2. Applied Behavioral Analysis (ABA): Applied Behavioral Analysis (ABA) Services for OPWDD eligible individuals with Autism and related diagnoses. The program will design, implement, and evaluate environmental modification to produce socially significant improvement in behavior and to empower the family to cope with situations. Sessions to be run by New York State Licensed Behavior Analyst (LBA) or their certified assistant.

3. After School Program with Transportation: The Afterschool with transportation program will provide enrichment, social interaction, recreational activities, and respite for families. It will include specialized transportation services. Ages for the after-school program would be limited to school aged children (through age 21) with developmental disabilities who live at home with their families.

2.2.5. Region 5

The Developmental Disabilities Regional Field Office (DDRFO) Region 5 Family Support Services (FSS) Advisory Councils are seeking proposals from qualified bidders to provide new or enhanced Family Support Services programs/services to OPWDD eligible individuals who live at home with their families. Proposals must address unserved/underserved individuals and their families with unmet needs who reside within the Region 5 catchment area.

The DDRFO Region 5 office is reinvesting FSS dollars in the total amount of $436,183. The total allocation of $436,183 is available towards supporting families who have a family member with a developmental disability living at home.

Long Island Region 5 includes 2 counties which are broken down into one distinct local FSS district: Long Island. Funding is available as described below:

Allocation for the Long Island District: $436,183.

The Evaluation Committee will award proposals addressing one (1) of the identified local district Priority Needs, in accordance with Section 9 of this RFP. If submitting proposals for more than one (1) Priority Need and/or in more than one (1) region, Bidders must submit separate proposals.

For Region 5, up to $463,183 ($463,183 to the Long Island District) of the total amount of funding available will be awarded for programs that meet the following priority needs:

Long Island

1. Service Access: Program to assist families that do not have Medicaid with establishing OPWDD eligibility.

2. Reimbursement: Goods and Services (to include Respite).

3. Horseback Riding: Expansion/enhancement of existing recreational riding programs, as well as development of new programs in order to support more people. Within the Region, there are two existing programs that could expand their current programming to serve more people with additional funding. The Region also has additional programs that provide this service who could apply for funding as new providers, therefore increasing opportunities for more individuals to be supported.

2.3. Methodology Requirements

Unless the specific Priority Need identifies a specific subset of the population to be served (e.g. those with a specific disability or age range), the proposal must be inclusive to meeting the needs of OPWDD eligible, FSS eligible individuals from

backgrounds that are culturally, ethnically, and geographically diverse, underserved, and those from hard-to-reach communities. The priority will be to serve those individuals who are not HCBS Waiver enrolled.

OPWDD expects that the Bidder will offer a clearly defined proposal of which Priority Need(s) for their Region/District they are proposing to address within their associated workplan(s). To be considered, the proposal must provide an outline of services which are relevant/appropriate to address the Priority Need(s).

OPWDD requires information that is directly relevant to forecasting the likelihood that the proposed project will meet its intended goals. To that point, OPWDD expects that the Bidder clearly identifies how Priority Need(s) will be addressed through areas to include but not limited to tasks and activities, projected costs, vetted staff roles and ratios, service times/durations/locations. In the event that a Bidder is pursuing more than one Priority Need and/or in multiple regions, the Bidder must clearly identify these areas correlating to each Priority Need and submit a separate proposal (including Administrative Proposal consisting of all identified attachments, Technical Proposal Response, Work Plan Summary, and Budget Proposal) for **each** proposed program and/or Region.

The scope of work identified by the Bidder within their proposal to address the Priority Need(s) must not duplicate or supplant those which may be available to individuals through the Waiver or other State or Federally funded programs.

OPWDD expects that the Bidder will align their proposal with all current FSS ADMs, FAQs and policy guidance, as well as existing FSS tenets.

2.4. Reporting Requirements

The selected Bidders will be required to submit periodic reports in writing consistent with the agreed upon work schedule in a manner satisfactory and acceptable to OPWDD. The intent of report submission and review is to assure that, with consistency, the FSS contracted programs/services meet established qualitative and quantitative results outlined within the Bidder's FSS contract and associated work plan(s).

Required periodic reports will include but not be limited to: FSS Quarterly Reports including Narratives, CFR submissions, [Annual] Satisfaction Surveys, Site Visit reports, and Contract Reviews (with frequency and applicability varied). OPWDD maintains the expectation for ongoing communication with selected Bidders and their submission of periodic reports to document progress throughout the duration of the contract period. OPWDD reserves the right to request additional expenditure and deliverable reports if required.

Selected Bidders are responsible for gathering and assessing all relevant information and reporting findings and viable recommendations for all areas identified to OPWDD.

2.5. Deliverables

The Bidder should expect that all deliverables and data from reporting may become public at OPWDD's discretion and shared with various stakeholder groups.

2.6. Work Plan

In collaboration and with approval from OPWDD, the selected Bidder will submit a revised detailed workplan that expands on initial project proposal and details the activities and approach for producing the deliverables identified within the application.

A minimum, the selected Bidder should be prepared to submit a workplan providing the following scope of work:

2.6.1. A brief description of who will be served (families/individuals who will participate in the program)

2.6.2. Identification of the service being offered, the needs which will be addressed by this service, and when the service would begin to be offered post contract execution

2.6.3. Description of what outcomes and impacts are committed to being achieved

2.6.4. Identification of the lead or point person for this project

2.6.5. Stakeholder feedback and input-- as available.

Since the focus of FSS is on providing tangible, achievable results to individuals and caregivers, workplans that offer responsible, flexible activities that acknowledge changing needs and situations are encouraged. Any and all activities should relate to the proposal's outcome and fall within the parameters of the contract.

It is anticipated that services are able to begin delivery 90 days after the contract is fully executed.

3. PROPOSAL REQUIREMENTS

Proposals submitted in response to this RFP must be from single entities. In the case of collaborative ventures, one party must be put forth as the prime Contractor with any partners listed as subcontractors. See Section 4.16 for subcontracting opportunities.

The bid submitted in response to this RFP must be comprised of three separate elements: an Administrative Proposal, a Technical Proposal, and a Budget Proposal, as described in Sections 4, 5, and 6 of this RFP.

3.1. Proposal Validity

Bids must remain open and valid for at least 270 days from the proposal due date, unless the time for awarding the Contract is extended by mutual consent of OPWDD and the Bidder. Following this 270-day period, a Bid shall continue to remain an effective offer, firm and irrevocable, until OPWDD makes a tentative award of the Contract, or the Bidder withdraws the Bid in writing.

3.2. Accuracy of Proposals

Bidders are responsible for the accuracy of their proposals. All Bidders are directed to take extreme care in developing their proposals. Bidders are cautioned to review their proposals carefully prior to Bid submittal, as requests for Bid withdrawals of any type are not likely to be granted. If a Bidder submits a proposal ahead of the submission deadline, they may submit an amended proposal at any time prior to the proposal due date indicated in the Calendar of Events, Section 1.3.

3.3. Extraneous Terms

Proposals must conform to the terms set forth in the solicitation (RFP). Due to the requirement of uniformity of language in contracts with all Bidders or prospective Contractors, exceptions that materially alter the Terms and Conditions set forth in this RFP will be grounds for rejection of the proposal or disqualification of the Bidder. The State reserves the right, at its sole discretion, to determine the materiality of the Bidder's stated exception.

Acceptance and/or processing of a Bid shall not constitute acceptance of extraneous terms. OPWDD will not entertain any exceptions to Appendix A – Standard Clauses for New York State Contracts (*see also Section 9.7 of this RFP*).

Any Bidder submissions on standard, preprinted forms, such as but not limited to product literature, order forms, license agreements, contracts, or other documents, that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

4. ADMINISTRATIVE PROPOSAL

Bidders must be willing to enter into a contract in accordance with the terms of this RFP, inclusive of all appendices, exhibits, attachments, questions and answers, and any amendments or addenda.

4.1. Document Submission Checklist and Attestations (Attachment 1)

Bidders must meet the minimum qualifications in Section 1.8. The Bidder must outline the specific experience that meets these qualifications in their Administrative Proposal.

The Bidder must complete and submit the required attestations, agreements, warranties, and certifications contained in Attachment 1 as part of the mandatory Administrative Proposal requirements. The attestation must be signed by an individual who is authorized to contractually bind the successful Bidder.

4.2. Ownership of Work Product

Bidders must indicate an understanding and acceptance that all materials produced, created, improved, maintained, or conceived by the selected Bidder for OPWDD in the fulfillment of their obligations under the Contract (including but not limited to any software, website creation and development, documentation, products, materials, advertising for television, radio, print, internet, or other media) and deliverables that result from services rendered by the selected Bidder to OPWDD shall be turned over to OPWDD within 90 days of the expiration of the contract, or within 30 days of an early termination of the Contract, at no additional cost to OPWDD. OPWDD shall own all rights, title, and interest in said material.

4.3. Non-Collusive Bidding Certification (Attachment 4)

In accordance with SFL § 139-d, if the Contract is awarded based upon the submission of Bids, the Bidder must warrant, under penalty of perjury, that their proposal was arrived at independently and without collusion aimed at restricting competition. Each Bidder must further warrant that, at the time the Bidder submitted their proposal, an authorized and responsible person executed and delivered to OPWDD a Non-Collusive Bidding Certification on the Bidder's behalf. **Attachment 4: Non-Collusive Bidding Certification must be completed and submitted with the Administrative Proposal.**

4.4. Vendor Responsibility Questionnaire Certification (Attachment 5)

SFL § 163 requires that contracts be awarded based on lowest price or best value to a responsive and responsible Bidder. The State and courts have determined that responsibility includes integrity, previous performance, legal authority to do business in New York State, and financial and organizational ability to perform the contract. As part of the procurement process, Bidders, affiliates, any business entity of which the Bidder is a subsidiary, and subcontractors (where the subcontractor is known at the time of the contract award, their qualifications are a material factor in the award, and the subcontract will equal or exceed $100,000 over the life of the contract) are required to complete the Vendor Responsibility Questionnaire.

Bidders are encouraged to complete the online form, which is available at: https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire. If the Bidder does not have an online questionnaire that is current and certified, the Bidder must complete a hard copy questionnaire. The Bidder acknowledges that OPWDD's execution of the Contract will be contingent upon OPWDD's determination that the Bidder is responsible, and that OPWDD will be relying in part upon the Bidder's responses to the questionnaire in making that determination. **Attachment 5: Vendor Responsibility Questionnaire Certification must be completed and submitted with the Administrative Proposal.**

OPWDD shall conduct reviews of each Bidder for responsibility and responsiveness. OPWDD may, at OPWDD's sole discretion, request additional information, including meeting with the Bidder.

If the Bidder is determined by OPWDD to be non-responsible, OPWDD shall inform the Bidder in writing, detailing the exact reasons for the determination. The Bidder shall have 30 days from receipt of this notice to file a written appeal. OPWDD will promptly review the appeal and make a final determination. If OPWDD's finding of non--responsibility remains unchanged, the Bidder shall be removed from consideration for this Contract.

4.5. RESERVED

4.6. Diversity Requirements and Equal Employment Opportunities for Minorities and Women

By submission of a Bid in response to this solicitation, the Bidder agrees with all the terms and conditions set forth in Appendix A: Agency Specific Terms and Conditions and Supplier Diversity Requirements.

In accordance with Article 15-a of the New York State Executive Law and in conformance with the regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development and set forth at 5 NYCRR Parts 140-144, the Bidder agrees to be bound by provisions to promote equality of economic opportunity for minority group members and women, and the facilitation of minority- and women-owned business enterprise participation.

The MWBE goal established under this RFP is 0% (0% MBE and 0% WBE).

4.7. NYS Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OPWDD recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of OPWDD contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

The Bidder is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

The SDVOB goal established under this RFP is 0%.

4.8. Encouraging the Use of New York Subcontractors and Suppliers (Attachment 3) and New York State Business Usage Form (Attachment 3A)

Bidders are strongly encouraged and expected to consider New York State businesses in the fulfillment of the Contract resulting from this RFP. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. **Attachment 3: Encouraging the Use of New York Subcontractors and Suppliers and (if applicable) Attachment 3A: New York State Business Usage Form must be completed and submitted with the Administrative Proposal.**

4.9. RESERVED

4.10. Conflicts of Interest (Attachment 6)

Throughout the procurement process, Bidders must identify and bring to the attention of OPWDD actual or apparent conflicts of interest, as defined in Section 1.7, as knowledge of such conflicts arise.

If a conflict of interest does or might exist, please describe how Bidder would eliminate or prevent it. Indicate what procedures will be followed to detect, notify OPWDD of, and resolve any such conflicts.

If the Bidder discloses a New York State Commission on Ethics and Lobbying in Government (COELIG) investigation or disciplinary action, a brief description must be included indicating how any matter was resolved or whether it remains unresolved.

Attachment 6: Vendor Assurance of No Conflict of Interest or Detrimental Effect must be completed and submitted with the Administrative Proposal.

A Bidder's proposal will be subject to disqualification, at the sole discretion of OPWDD, if OPWDD determines that the Bidder (including a Bidder organization's parent or subsidiary) has a conflict of interest or the appearance of a conflict of interest that cannot be eliminated or prevented.

Any Bidder awarded a contract under this RFP will have an ongoing obligation to inform OPWDD of any actual or apparent conflicts of interest. Any failure to disclose conflicts of interest after an award may result in administrative actions including, but not limited to, termination of the contract.

4.11. Executive Order 177 Anti-Discrimination Certification (Attachment 9)

In accordance with Executive Order No. 177, the Bidder must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals based on their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. **Attachment 9: Executive Order 177 Anti-Discrimination Certification must be completed and submitted with the Administrative Proposal.**

4.12. Sexual Harassment Prevention Policy Certification (Attachment 8)

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, 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 their employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law. **Attachment 8: Sexual Harassment Prevention Policy Certification must be completed and submitted with the Administrative Proposal.**

4.13. RESERVED

4.14. Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia (Attachment 10)

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found at: https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, Bidders who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "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. **Attachment 10: Certification Under Executive Order No. 16 must be completed and submitted with the Administrative Proposal.**

4.15. Vendor Identification Number

To do business with the State of New York, each Bidder is required to obtain a NYS Vendor Identification Number for use in the Statewide Financial System (SFS). If a Bidder does not already have a Vendor ID Number, the NYS Substitute Form W-9 must be completed and submitted directly to OPWDD upon notification of award. The purpose of the Substitute Form

W9, which will provide the Contractor's taxpayer identification number, business name, and business contact person, is to allow the State to establish a vendor file in the State Financial System. Note: IRS Form W-9 is not acceptable for this purpose. The form can be found at https://www.osc.ny.gov/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf.

4.16. Subcontractors

The Bidder is wholly and solely responsible for all actions performed by and products provided by their subcontractors. Subcontractors are subject to the conflict-of-interest provisions located in Sections 1.7 and 4.10 of the RFP.

If the Bidder will have a subcontractor perform part of the work, OPWDD must conduct a separate responsibility review if:

- the subcontractor is known at the time of the contract award; and
- the subcontract is valued at $100,000 or more.

If the above applies, the subcontractor must submit a separate questionnaire using their own Vendor ID (not the contractor's). If the subcontractor does not have one, the subcontractor will need to fill out the W9 form available at https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf and provide it to OPWDD to request a Vendor ID on the subcontractor's behalf.

Joint proposals from two or more entities cooperating in the same proposal but separately seeking funding are not allowed. All payments under any contract resulting from a successful bid will be made only to the prime Contractor.

5. TECHNICAL PROPOSAL — 70 POINTS

The purpose of the Technical Proposal is to establish the qualifications, competence, and capacity of the Bidder to perform the services contained in the RFP. The Technical Proposal must demonstrate that the Bidder and their staff will be able to provide the services described in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information to be provided by Bidders. The information requested should be provided in the prescribed format as described in Section 8 of this RFP. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. The proposal should present a level of detail sufficient to assure OPWDD of the information's accuracy. Failure to follow these instructions may result in disqualification.

Bidders are required to submit their Technical Proposal on Attachment 11: Technical Proposal Response.

5.1. Implementation Plan

The Bidder must describe an approach and strategy to fulfill the Priority Needs and submit a detailed outline for executing the required deliverables in Section 2.3. The Proposal should describe what needs will be met by the proposed service/support and how.

5.1.1. Statement of Need

The Bidder's proposal must effectively address only one (1) RFP Priority Need for the counties specified. If a specific population or target group is the focus of the service/support, the Bidder should identify this group and have demonstrated experience with supporting this group documented within the proposal.

5.1.2. Purpose

The Bidder should be clear in the proposal about the population to be served, what eligibility criteria will be in effect, and identify how the needs of the families/individuals will be addressed. The proposal should also demonstrate inclusivity in meeting the needs of eligible individuals from backgrounds that are culturally, ethnically, and geographically diverse, ensure accessibility, and provide opportunities to support individuals who are underserved and/or from hard-to-reach communities.

5.1.3. Inputs

The proposal should adequately and reasonably identify the resources (e.g.: staff, time, materials/equipment, etc.) needed to address identified priority/priorities.

5.1.4. Outputs

The proposed number of people served/units should be reasonable and appropriate to address the identified need(s).

5.1.5. Outcomes

The proposed outcome(s) should be clearly defined, with the Bidder providing explanation in how the outcome(s) will be objectively measured. The Bidder should describe how the evaluation process will ensure that the outcomes are being met.

5.1.6. Management of Prior Contracts

The Bidder should state whether they are a current FSS provider. If the Bidder is a current FSS provider, the Bidder should state whether the Bidder has reduced or terminated any previous FSS contracts since 2019. If yes, the Bidder should provide a brief explanation regarding the contract reduction/termination and the Bidder's plan to avoid future re-occurrence.

5.2 Work Plan

The Bidder must submit a high-level work plan as part of its bid. See Section 2 above for additional information. The Work Plan will be used to guide both project execution and project control. The Bidder must complete and submit **Attachment 12: Work Plan Summary** including the following:

5.2.1 A brief description of who will be served (families/individuals who will participate in the program)

5.2.2 Identification of the service being offered, the needs which will be addressed by this service, and when the service would begin to be offered post contract execution

5.2.3 Description of what outcomes and impacts are committed to being achieved

5.2.4 Identification of the lead or point person for this project

5.2.5 Stakeholder feedback and input-- as available.

The Work Plan will not be scored but may be utilized to substantiate the Implementation Plan of the Technical Proposal.

5.3 Diversity Practices

Diversity practices are the efforts of contractors to include New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") in their business practices. Diversity practices may include past, present, or future actions and policies and include activities of vendors on contracts with nongovernmental entities and governmental units other than the State of New York.

Up to 5 points may be awarded based on diversity practices and the efforts of vendors to include NYS-Certified Minority- and Women-owned Business Enterprises (MWBEs), SDVOBs, or Small Businesses in their business practices; see Section 4.6.

Assessing the diversity practices of contractors encourages contractors to engage in meaningful, capacity-building collaborations with MWBEs. OPWDD has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Bidders to this procurement is feasible, practical, and appropriate. **Attachment 13: Diversity Practices Questionnaire must be completed and submitted with the Technical Proposal.**

6 BUDGET PROPOSAL — 30 POINTS

6.1 Budget Proposal Requirements

OPWDD's budget scoring review will include an assessment of the cost categories for reasonableness, value, and adaptability. The Bidder should be as specific as possible when describing the anticipated costs associated with each operational element of their Budget Proposal, provide justifications for each cost, and account for how expenses will be related to service provided to those served as well as administrative and operating expenses.

The proposed budget should be reasonable, measurable and meaningful to support the proposed program for the duration of the contract period. Specifically, the budget should support the activities proposed in the Implementation Plan and Work Plan, and budget narratives should provide justification for all expenses.

Administrative and overhead expenses must be budgeted at no more than 15% based on the Consolidated Fiscal Reporting (CFR) requirements. See the CFR Manual for guidance on this requirement. Generally, OPWDD will favor projects with the highest proportion of funding shown to add direct value to a proposed service.

If full funding is not available and the Bidder can accept a lesser amount to implement the program on a smaller scale, the Bidder should describe this in section 10 of the Budget Proposal form.

Bidders are required to submit their Budget Proposal on Attachment 14: Budget Proposal form. Complete the Budget Proposal form for a 1-year period.

7 INSURANCE REQUIREMENTS

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that OPWDD shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage, or exemption, is produced. Prior to entering into a contract with OPWDD, successful Bidders will be required to verify for OPWDD, on forms authorized by the New York State Workers' Compensation Board, that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (866) 298-7830. Failure to provide verification of either of these types of insurance coverage or exemption by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful proposal.

7.1 Proof of Workers' Compensation Coverage

Upon notification of award, the successful Bidder will be requested to submit *one* of the following forms as Workers' Compensation documentation:

- Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or

- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

7.2 Proof of Disability Benefits Coverage

Upon notification of award, the successful Bidder will be requested to submit *one* of the following forms as Disability documentation:

- Form DB-120.1 – Certificate of Disability Benefits Insurance; or
- Form DB-155 – Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available on the Workers' Compensation Board's website at http://www.wcb.ny.gov.

7.3 Additional Insurance Requirements

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

The Contractor shall deliver to OPWDD evidence of such policies in a form acceptable to OPWDD within ten days of notification of award, or the Bid will be subject to dismissal without further review. **Appendix B: Insurance Requirements** includes all applicable insurance coverages and conditions for any Contract resulting from a successful Bid. The Contractor must comply with these requirements to remain responsible under the terms of the Contract.

8 PROPOSAL SUBMISSION REQUIREMENTS

8.1 Specific Requirements

8.1.1 Bidders must submit a complete response to this RFP that satisfies the requirements set forth in **Attachment 1: Document Submission Checklist and Attestations.** Failure to do so may render the Bidder's proposal nonresponsive.

8.1.2 Each Bidder is expected to provide OPWDD with information, evidence, and demonstrations that will make possible a contract award that best serves the stated interests of OPWDD and the State of New York. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, systems, processes, and procedures.

8.1.3 Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to satisfy the requirements of this RFP. Proposals containing a preponderance of boilerplate text are discouraged. Emphasis in each proposal should be on completeness and clarity of content.

8.1.4 Failure of a Bidder to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation or in determination of a nonresponsive proposal. Responses to complex RFP requirements that are stated in a form semantically equivalent to "Bidder agrees to comply" may be rejected for non-responsiveness at the discretion of OPWDD.

8.1.5 All proposals submitted in response to this RFP must be written in the English language, with quantities expressed using Arabic numerals and United States Dollars ($ USD), as applicable.

8.1.6 The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a Bid or for any work performed prior to the formal execution of a Contract or approval by the State Comptroller, if required.

8.2 Required Submission Documents

The documents listed below are the attachments required for this RFP. All documents requiring signature must be signed by an authorized representative of the Bidder. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful Bidder(s) and OPWDD. These documents must be completed and uploaded to SFS and included in your proposal submission.

ADMINISTRATIVE PROPOSAL ATTACHMENTS

Attachment 1	Document Submission Checklist and Attestations
Attachment 2	Contractor Information Sheet
Attachment 3	Encouraging the Use of New York Subcontractors and Suppliers
Attachment 3A	New York State Business Usage Form
Attachment 4	Non-Collusive Bidding Certification
Attachment 5	Vendor Responsibility Questionnaire Certification
Attachment 6	Vendor Assurance of No Conflict of Interest or Detrimental Effect
Attachment 7	Equal Employment Opportunity Staffing Plan
Attachment 8	Sexual Harassment Prevention Policy Certification
Attachment 9	Executive Order 177 Anti-Discrimination Certification
Attachment 10	Certification Under Executive Order No. 16

TECHNICAL PROPOSAL ATTACHMENTS

Attachment 11	Technical Proposal Response
Attachment 12	Work Plan Summary
Attachment 13	Diversity Practices Questionnaire

BUDGET PROPOSAL ATTACHMENT

Attachment 14	Budget Proposal

8.3 Proposal Redactions – Freedom of Information Law / Trade Secrets

All proposals may be disclosed or used by OPWDD to the extent permitted by law. OPWDD may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with NYS Freedom of Information Law (FOIL) (Public Officers Law, Article 6, Sections 84-90). FOIL promotes the public's right to know the process of governmental decision-making and grants maximum public access to governmental records. The proposal of the successful Bidder and the proposals of unsuccessful Bidders may be subject to disclosure under FOIL.

However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful Bidder's contract that are "trade secrets" or submitted to an agency by a commercial enterprise or derived

from information obtained from a commercial enterprise and that, if disclosed, would cause substantial injury to the competitive position of the subject enterprise. Please note that all information that a Bidder may claim as proprietary, copyrighted, or rights-reserved is not necessarily protected from disclosure under FOIL.

If there is information in a Bidder's proposal that a Bidder claims meets the definition set forth in Section 87(2)(d), the Bidder must provide a list, clearly and specifically identifying any portion of the proposal that the Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the FOIL.

Failure to identify the information that a Bidder believes should be protected by Section 87(2) (d) may result in such information being disclosed if a request is received.

It is a Bidder‘s responsibility to consult an attorney with any questions the Bidder may have about New York State's Freedom of Information Law. All work products described herein may also be subject to FOIL disclosure.

The State will not honor any attempt by a Bidder either to designate their entire Bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

The Contractor must provide to the State all information, records, and other written material it produces, possesses, or relies upon if such material is the object of a legitimate request to the State pursuant to the FOIL.

Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by OPWDD. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

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

8.4 Deadline for Submission of Proposals

All final proposals must be received in the Statewide Financial System (SFS) by **4:00 p.m. ET** on the date provided in Section 1.3 of this RFP. **Late proposals will not be accepted.** SFS will be locked and will not allow submissions after the due date and time.

Bidders assume all risks for timely, properly submitted proposals. Bidders are strongly encouraged to submit proposals 24 to 48 hours prior to the due date to avoid the risk of ineligibility resulting from unanticipated delays or other computer or technical problems.

Proposals will only be accepted in SFS. Proposals will not be accepted via fax, email, or hard copy (either postal mail or hand delivery).

8.5 Proposal Submission

Proposals must be submitted via SFS. Bidders must submit a complete proposal as outlined in this Section 8 of this RFP. A proposal that does not comply with these requirements may be deemed nonresponsive.

8.5.1 In the event that a Bidder is pursuing more than one Priority Need, the Bidder must clearly identify these areas correlating to each Priority Need and submit a separate proposal (including Administrative Proposal consisting of all identified attachments, Technical Proposal Response, Work Plan Summary, and Budget Proposal) for **each** proposed program and/or Region.

8.5.2 See Exhibit 1 for SFS Submission Instructions.

9 AWARD

9.1 Method of Award

OPWDD will make awards for the services described in this RFP to responsive and responsible Bidders on a best value basis. Best Value means that the proposal that optimizes quality, cost, and efficiency among responsive and responsible Bidders shall be selected for award (SFL Article 11 § 163).

The evaluation process will be conducted in a comprehensive and impartial manner.

The Evaluation will consist of three parts:

1. The Administrative Proposal is pass/fail as outlined in Section 9.2. If a Bidder fails the Administrative Proposal, the Bid will be rejected, and no scoring will occur.

2. The Technical Proposal will be weighted for a maximum of 70 points.

3. The Budget Proposal will be weighted for a maximum of 30 points.

An Evaluation Committee (the "Committee") will be designated and will be comprised of OPWDD staff and FSS Local Advisory Council members. OPWDD reserves the right to make changes in the Committee's membership as necessary.

Proposals determined to comply with the requirements set forth in this RFP and the submission requirements outlined in Section 8 of this RFP will be evaluated based on the criteria detailed in the sections below.

The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, at his or her sole discretion, may accept or reject illegible, incomplete, or vague Bids and his or her decision shall be final. A conditional or revocable Bid that clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Bid.

9.2 Administrative Evaluation (Pass/Fail)

After the proposal opening, each proposal will be screened for completeness and conformity with the proposal submission requirements outlined in Section 8 of this RFP. Bidders should utilize the Attachment 1: Document Submission Checklist and Attestations to ensure that all required documents are included in their submissions. Incomplete responses, the failure to complete as specified, and/or the failure to provide any of the required functionality may result in a proposal being deemed nonresponsive and the disqualification of the Bidder. The Bidder will be notified accordingly.

Submitted proposals will be evaluated on a pass/fail basis to determine whether the Bidder satisfies the RFP's Minimum Qualifications as specified in Section 1.8 of this RFP. Proposals that fail to meet the minimum qualifications and/or to include the required attestations will be deemed nonresponsive and will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals will proceed to the Technical and Budget Proposal evaluations. Bidders may still be disqualified if it is later determined that the Bidder did not meet all RFP minimum qualifications and therefore should not have qualified to move on to the Technical and Budget Proposal evaluations stage.

9.3 Technical Evaluation (70 points)

The technical evaluators will independently review and score each Technical Proposal. The criteria against which each proposal will be evaluated are described in Section 5 of this RFP. Final technical scores will be determined by averaging the Technical Evaluators' scores for each responsive Bidder.

Technical requirements for scoring (refer to Section 5.1):

- Section 5.1.1: Statement of Need
- Section 5.1.2: Purpose
- Section 5.1.3: Inputs
- Section 5.1.4: Outputs
- Section 5.1.5: Outcomes
- Section 5.1.6: Management of Prior Contracts

9.4 Budget Evaluation (30 points)

Bidders' Budget Proposals will be scored by the Fiscal Evaluators, separately from the Technical Proposals. The Budget Proposal evaluation will be based on the Bidder's costs associated with the criteria listed in Section 6 of this RFP. OPWDD's budget scoring review will include an assessment of the cost categories for reasonableness, value, and adaptability. If a Budget Proposal is found to be nonresponsive, that proposal may not receive a cost score and may be eliminated from consideration. Fiscal scores will be determined by averaging the Fiscal Evaluators' scores for each responsive Bid.

9.5 Final Composite Score

OPWDD will make a contract awards to eligible and qualified Bidders whose proposal receives the highest aggregate score, thereby providing the best value to the State of New York. OPWDD will compile the cost and technical scores, compute the aggregate score for each proposal, and rank the proposals from highest to lowest. The aggregate score for each proposal will consist of an average of all scores (rounded to two decimal places) from the technical evaluators added to the score from the cost evaluation (rounded to two decimal places).

Should more than one Bidder obtain the same total score, the tie will be broken using the highest Technical Proposal score. If both Technical and Budget Proposal scores are equal, the Commissioner shall make the determination based on the best interests of the State.

9.6 Notification of Award

Tentative awardees will be advised of their selection by OPWDD through the issuance of formal written correspondence indicating the proposed award, sent via email. All Bidders will be notified of the award or non-award of their Bid via email. Should OPWDD and a tentative awardee be unable to reach agreement as to the terms of the Contract within a reasonable time, as determined by OPWDD, OPWDD may withdraw the award and proceed to the next highest scoring Bidder.

9.7 Form of Contractual Agreement

Following notification of award, the successful Bidder(s) will be expected to sign a contract with OPWDD. Bidders should review and be prepared to comply with all terms and conditions of the NYS Contract for Grants. The Contract for Grants can be viewed at https://grantsmanagement.ny.gov/standard-terms-and-conditions. This RFP, along with any other solicitation documents, will be incorporated in its entirety into the final contract. Appendix A, Standard Clauses for New York State Contracts, becomes part of all New York State contracts and is incorporated into the Contract. Appendix A can be viewed at https://grantsmanagement.ny.gov/appendix-standard-clauses-nys-contracts. No billable work is to begin until approved by OPWDD.

9.8 Debriefing

Pursuant to SFL § 163(9)(c), any Bidder may request a debriefing regarding the reasons their Bid did or did not result in an award. A debriefing shall be requested by a Bidder within fifteen calendar days of the release by OPWDD of a notice in writing of award or non-award. The purpose of the debriefing is to provide information to the Bidder about the scoring and evaluation of the requesting Bidder's Bid. This is also an opportunity for a Bidder to learn how to improve future Bids. OPWDD will not provide a Bidder with information relating to another Bidder's Bid.

9.9 Bid Protest Policy

9.9.1 Formal Written Protests

Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any Bidder or prospective Bidder who believes that there were errors or omissions in the procurement process, or who otherwise has been aggrieved in the drafting or issuance of a Bid solicitation, Bid evaluation, or contract award, may present a formal complaint to OPWDD and request administrative relief (via "formal protest") concerning such action.

A formal protest must be submitted in writing to OPWDDGrants@opwdd.ny.gov at OPWDD. A formal protest must include the name of the RFP and the award date. Also, it must include a statement of all legal and/or factual grounds for disagreement with an OPWDD specification or purchasing decision, a description of all remedies or relief requested, and copies of all applicable supporting documentation.

9.9.2 Deadline for Submission of Formal Protests

OPWDD must receive formal protests concerning errors, omissions, or prejudice, including patently obvious errors in the Bid specifications or documents, at least ten calendar days before the date set in the solicitation for receipt of Bids.

OPWDD must receive formal protests concerning a pending contract award within seven calendar days after the protesting party ("protester") knows or should have known of the facts that form the basis of the protest.

9.9.3 Review and Final Determination of Protests

Protests will be resolved through written correspondence. However, the protester may request a meeting to discuss a formal protest, or OPWDD may initiate a meeting on its own motion, at which time the participants may present their concerns. Either the protester or OPWDD may elect to decline such a meeting.

Where further formal resolution is required, the Commissioner or Associate Commissioner shall designate an OPWDD employee ("designee") to determine and undertake the initial resolution or settlement of any protest.

The designee will conduct a review of the records involved in the protest and provide a memorandum to the Commissioner or Associate Commissioner summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Commissioner or Associate Commissioner shall: (i) evaluate the procurement team's findings and recommendations; (ii) review the materials presented by the protesting party and/or any materials required of or submitted by other Bidders; (iii) if necessary, consult with agency Counsel; and (iv) prepare a response to the protest.

A copy of the protest decision stating the reason(s) upon which it is based shall be sent to the protester or their agent within 45 calendar days of receipt of the protest, except that upon notice to the protester, such period may be extended. The protest decision is final and will be recorded and included in the procurement record.

9.9.4 Appeals

Upon receipt of OPWDD's determination of a protest, a protester has ten business days within which to file an appeal of the determination with the OSC Bureau of Contracts. The appeal must be filed with Brian Fuller at the New York State Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany, NY 12236. The protester's appeal must contain an affirmation, in writing, that a copy of the appeal has been served on OPWDD and any other party that participated in the protest. In their appeal, the interested party shall set forth the basis on which it challenges the contracting agency's determination. The OSC Bureau of Contracts will conduct its determination of the appeal in accordance with its established policy.

10. OPWDD RESERVED RIGHTS

OPWDD reserves all rights with respect to proposals, including but not limited to the right to:

- accept late Bids when in the best interest of the State;
- reject any or all proposals received in response to the RFP;
- withdraw the RFP at any time, at OPWDD's sole discretion;
- make an award under the RFP, in whole or in part;
- disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- seek clarifications and revisions of proposals;
- use proposal information obtained through site visits, management interviews, and the State's investigation of a Bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the Bidder in response to OPWDD's request for clarifying information, in the course of evaluation and/or selection under the RFP;
- amend the RFP specifications, prior to the Bid opening, to correct errors or oversights or to supply additional information as it becomes available; NOTE: Any such modification issued on or before the due date for proposals shall go to all entities that have requested a copy of this RFP, and to the entities on the original Bidders' list, and may be posted to the OPWDD website and the New York State Contract Reporter website provided in Section 1.2 of this RFP; after that date (or an amended date, as the case may be), notification will be only to entities who have submitted proposals. OPWDD's right to issue modifications of this RFP permits any addition or deletion of requirements as OPWDD may deem appropriate.
- direct Bidders, prior to the Bid opening, to submit proposal modifications addressing subsequent RFP amendments;
- change any of the scheduled dates;
- eliminate any mandatory, nonmaterial specifications that cannot be complied with by all the prospective Bidders;
- waive any requirements that are not material;
- negotiate with the successful Bidder within the scope of the RFP in the best interests of the State;
- conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder;
- utilize any and all ideas submitted in the proposals received;

- require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors to ensure a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
- waive minor irregularities and/or omissions in Bids, if in the best interest of the State;
- at its sole discretion, reject illegible, incomplete, or vague Bids; and
- resolicit offers from the Bidder community by republishing and readvertising this RFP at any time.

Additionally, OPWDD shall have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented, or furnished by the Bidder under any Contract resulting from this RFP.

11. RFP APPENDICES AND EXHIBITS

11.1 Appendices

Appendices are utilized to provide additional information to Bidders and will be incorporated into the resulting Contract.

11.1.1 Appendix A – Agency Specific Terms and Conditions and Supplier Diversity Requirements

11.1.2 Appendix B – Insurance Requirements

11.2 Exhibits

Exhibits are provided for reference to aid in the submission of proposals.

11.2.1 Exhibit 1 – SFS Instructions

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Contract Number:

ATTACHMENT A-1

A: AGENCY SPECIFIC TERMS AND CONDITIONS

The parties to the attached contract agree to be bound by the following, which are hereby made part of said contract.

1. The contractor shall not discriminate against any applicant for services for reasons based upon religion or religious belief. The contractor shall not use any monies received from the State to benefit or inhibit a particular religion or religious belief.

2. The relationship of the contractor to the State is that of an independent contractor and the officers and employees of the contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees, or agents of the State by reason thereof, and shall not make any claim, demand or application to or for any right of the State, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

3. The contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons or property, including death, arising out of or related to the services to be rendered by the contractor. It shall indemnify and hold harmless the State and its officers and employees from any and all claims, suits, actions, damages and costs of every nature and description arising out of or related to the services to be rendered by the contractor or the violation by the contractor, its employees, servants, agents, or contractors, of any law, ordinance, rule or regulation in connection therewith.

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

5. If any term or provision of the contract shall be found to be illegal or unenforceable, then, notwithstanding, the contract shall remain in full force and effect and such term or provision shall be deemed stricken from the contract.

6. The contractor shall comply with all statutory requirements relating to the confidentiality of information obtained during the performance of the contract.

7. The contractor shall certify that payment requests do not duplicate reimbursement of costs and services received from other sources.

8. Upon termination of the contract, there shall be a reconciliation based upon the services provided by the contractor and the payments made by the State. The contractor shall refund to the State any overpayments made by the State pursuant to the contract.

9. Unless otherwise provided, the contract may be amended, modified, renewed, and/or renegotiated by written agreement of the parties which shall become effective upon approval by the Office of the State Comptroller.

10. Unless otherwise provided, the OPWDD may cancel the contract without cause upon serving thirty (30) days' written notice on the contractor. Cancellation by mutual agreement of all parties to the contract will be allowed subject to documentation in writing.

11. No part of the contractor's income or resources shall be used directly or indirectly for the benefit of, or payment to, any State employee for services provided under this contract other than employees whose names are furnished to the OPWDD and no employee so identified shall receive any benefit or payment under this contract without prior written approval by the OPWDD.

12. This contract contains all the terms and conditions agreed upon by the parties and no statement or representation, oral or written, express or implied, shall be deemed to exist or to bind either party or to vary any of the terms and conditions of the contract.

13. Where applicable, the contractor shall maintain eligibility for reimbursement from any program that provides payment for services and shall apply for and obtain all funds available for the program from any public or private source. Upon request, the OPWDD shall assist in establishing the contractor's eligibility for such funds.

14. Contractor must comply with the provisions of Mental Hygiene Law Section 16.33 and Executive Law Section 845-b, the regulations related to criminal history record checks adopted by OPWDD in connection with the fingerprinting of certain individuals and the policies and procedures of OPWDD in connection therewith. In particular, any individual employed by or affiliated as a volunteer with a provider of services as defined in Section 1.03(5) of the Mental Hygiene Law who has regular and substantial unsupervised or unrestricted physical contact with people receiving services (such contact hereinafter referred to as "consumer contact") and who hereafter submits or who has submitted an application for employment or otherwise becomes or became affiliated with the Contractor on or after April 1, 2005 (such individual hereinafter referred to as "a subject party") shall be required to consent and submit to a criminal history record check. Upon the completion thereof, the contractor shall deny or hold in abeyance employment or volunteer opportunities involving consumer contact to a subject party when directed to do so by OPWDD and in those instances the contractor shall notify the subject party that his or her criminal history record information is the basis for such action taken by the contractor.

15. Federal False Claims Act (31 USC Sections 3729-3733) and the New York State False Claims Act (State Finance Law Article XIII, Sections 187-194) – contractor is bound by all of the related laws. The law requires that OPWDD provide its contractors with information about the federal False Claims Act, the New York State False Claims Act, and other federal and State laws that play a role in preventing and detecting fraud, waste and abuse in federal health care

programs. This information must include the whistleblower protections that are in these laws. OPWDD must also provide its contractors with information about OPWDD's own policies and procedures for detecting and preventing waste, fraud and abuse. You can find detailed descriptions of these laws, their whistleblower protections and OPWDD's policies on the OPWDD website – (www.opwdd.ny.gov). At the home page, select Information for Providers on the left side of the page, then select False Claims Recoveries. You can also visit the New York State Medicaid Inspector General website at www.omig.state.ny.us to obtain information about these laws. A paper copy of the detailed descriptions of the laws and of OPWDD policies and procedures related to waste, fraud and abuse is available from the OPWDD Contract Management Unit, 3rd floor, 44 Holland Ave., Albany NY 12229-0001. As a contractor of OPWDD, you are required to participate in the reviews and audits described in OPWDD's policies, and to abide by these policies with respect to funding for OPWDD services. You are also required to make the information at the OPWDD website address listed above available to all your employees and to all of your contractors involved in performing work under your contract with OPWDD.

16. Both the United States Department of Health and Human Services and the Office of the Medicaid Inspector General (OMIG) can exclude persons and organizations from federal and State healthcare programs. If this contract is funded through the New York State Medicaid program, the following applies:

For contractors

The contractor represents that:

(1) The United States Secretary of Health and Human Services has not excluded the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7 or 1320a-7a, or excluded the contractor from eligibility to provide services under the Social Security Act on a reimbursable basis under 42 U.S.C. §1320c-5;

(2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);

(3) The New York State Medicaid Inspector General has not excluded the contractor from participation in the New York Medicaid program under 18 NYCRR Part 515, and

(4) No federal or State agency has otherwise excluded the contractor from participation in the New York Medicaid program or excluded the contractor from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.

If, during the term of this contract, the contractor is excluded from participation in a federal health care program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, this contract shall be immediately terminated.

17. On February 12, 2007 the Diesel Emissions Reduction Act took effect as law. Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL"), it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirements of the law apply to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. As a contract vendor, the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and State or regional public authorities. Therefore, the bidder/contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder/contractor.

18. Notices:

(1). All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;

(b) by facsimile transmission;

(c) by personal delivery;

(d) by expedited delivery service; or

(e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York, Office for People with Developmental Disabilities (OPWDD)
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

Contractor Name:
Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

(2). Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as

of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(3). The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

19. 14 NYCRR Sec. 624.5(u)(2) An agency shall not take any retaliatory action against an employee or agent who believes that he or she has reasonable cause to suspect that a person receiving services has been subjected to a reportable incident or notable occurrence, and the employee or agent makes a report to the VPCR and/or OPWDD in accordance with this section and/or if the employee or agent cooperates with the investigation of a report made to the VPCR or OPWDD. This extends to NY State contractors.

20. General conditions relating to Article 15-A and Article 17B of the Executive Law are set forth in the following pages.

Rev February 2020

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B: ADDENDUM TO ATTACHMENT A-1

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

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

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

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to OPWDD pursuant to the Contract and applicable law.

D. OPWDD's agency MWBE goals are: an overall goal of 30% for MWBE participation, 17% for New York State-certified minority-owned business enterprise ("MBE") participation and 13% for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals").

II. Contract Goals

A. For purposes of this Contract, OPWDD hereby establishes an overall goal of 0% for MWBE participation, 0% percent for New York State-certified minority-owned business enterprise ("MBE") participation and 0% percent for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.

OPWDD encourages contractors to make every effort to include the participation of MWBE firms whenever practical in the performance of this contract to meet its agency goals.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: https://ny.newnycontracts.com.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25percent of the total value of the contract]

D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OPWDD with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members

and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to OPWDD within seventy-two (72) hours after the date of the notice by OPWDD to award the Contract to the Contractor.

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OPWDD may require the Contractor or subcontractor to adopt a model statement (see Equal Employment Opportunity Policy Statement).

4. The Contractor's EEO policy statement shall include the following language:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
   c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
   d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan (is required for state contracts with a total expenditure in excess of $250,000)

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OPWDD.

D. Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OPWDD on a monthly basis for construction contracts or a quarterly basis for all other contracts during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.

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

IV. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid if submission of a completed Utilization Plan is required in accordance with terms of the solicitation document. If the Utilization Plan Form is required as part of this contract, the Utilization Plan Form will be attached herein The Utilization Plan Form is attached herein and is also available at www.opwdd.ny.gov/procurement-opportunities/mwbe-utilization-plan-form. At such time as shall be requested by OPWDD, the Utilization Plan may be submitted through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com.

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

C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

D. OPWDD will review the submitted MWBE Utilization Plan and advise the Bidder of OPWDD acceptance or issue a notice of deficiency within twenty (20) days of receipt.

E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OPWDD a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OPWDD to be inadequate, OPWDD shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OPWDD, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

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

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

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

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

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by OPWDD. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OPWDD shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If OPWDD, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OPWDD may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OPWDD by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

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

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

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

M/WBE AND EEO POLICY STATEMENT

By signing this contract, the awardee/contractor/organization agrees to adopt the following policies with respect to the project/program/product being developed or services rendered at the New York State Office for People with Developmental Disabilities.

M/WBE

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

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

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYS Office of People with Developmental Disabilities recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYS Office of People with Developmental Disabilities contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, NYS Office of People with Developmental Disabilities conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

By signing this contract, the awardee/contractor/organization agrees to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials with respect to the project/program/product being developed or services rendered at the New York State Office for People With Developmental Disabilities.

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APPENDIX B

INSURANCE REQUIREMENTS

Prior to the start of work the Contractor shall maintain in force, at its sole cost and expense, policies of insurance as required by this Appendix. All insurance required by this Appendix shall be written by companies that have and A.M. Best Company rating of "A-," Class "VII" or better, or the equivalent rating from a nationally recognized rating firm with OPWDD's prior written approval. In addition, companies writing insurance intended to comply with the requirements of this Appendix should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OPWDD at its sole discretion may accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed affidavit or other document(s) demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," or the equivalent rating from a nationally recognized rating firm, the insurance must be replaced on or before the renewal date of the policy with insurance that meets the requirements above.

Acceptance and/or approval by OPWDD shall not be construed to relieve the Contractor of any obligations, responsibilities, or liabilities under this Contract.

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

1. General Conditions

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

1.1.1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified herein.

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

1.1.3. **Certificates of Insurance / Notices.** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to OPWDD, before commencing any work under this contract. Certificates shall reference the Contract number and shall name as the certificate holder the New York State Office for People With Developmental Disabilities, 44 Holland Ave., Albany, NY, 12229.

Certificates of Insurance shall:

- Be in the form approved by OPWDD and in accordance with the New York State Insurance Law (e.g., an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that materially changes the coverage required by the contract;
- Specify the Additional Insureds and Named Insureds as required herein;
- Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate;
- When coverage is provided by a non-admitted carrier, be accompanied by a completed Affidavit, and be signed by an authorized representative of the insurance carrier or producer, and contain the following language in the Description of Operations/Locations/Vehicles section:

"The State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage, such as the combination of CG 20 10 04 13 [covering ongoing operations] and CG 20 37 04 13 [covering completed operations], and General liability coverage is provided on the current edition of Commercial General Liability Coverage Form CG 00 01 (or a form that provides equivalent coverage). Additional insured protection afforded is on a primary and noncontributory basis. A waiver of subrogation is granted in favor of the additional insureds, unless prohibited by law.

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

Except for: (i) Data Breach and Privacy / Cyber Liability coverage; (ii) Technology Errors and Omissions; and (iii) Crime insurance coverages, OPWDD generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OPWDD reserves the right to request other proof of insurance. Contractors are requested to refrain from submitting entire insurance policies, unless specifically requested by OPWDD. If an entire insurance policy is submitted but not requested, OPWDD shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OPWDD does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

1.1.4. **Forms and Endorsements.** For Data Breach and Privacy / Cyber Liability, Technology Errors and Omissions, and certain Crime Insurance coverages (those containing Cyber theft coverage), the Contractor shall provide OPWDD, after renewal or upon request, a Schedule of Forms and Endorsements and, upon request, all Forms and Endorsements, unless otherwise agreed to in the Contract. The Forms and Endorsements shall provide evidence of compliance with the requirements of this Contract. Only original documents or electronic versions of the same that can be traced directly back to the insurer, agent, or broker via email distribution or similar means will be accepted.

1.1.5. **Primary Coverage.** All insurance policies (except cyber/professional) shall provide or provided as endorsement via request that the required coverage shall be primary and noncontributory to other insurance available to the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees. Any other insurance maintained by the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

1.1.6. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Appendix at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

1.1.7. **Self-Insured Retention / Deductibles.** Certificates of Insurance must indicate the applicable deductibles / self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from OPWDD. Such approval shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including but not limited to information regarding the use of a third-party administrator, shall be provided upon request.

1.1.8. **Subcontractors.** Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this Appendix, or alternatively, policies of insurance that are commensurate with the risk exposure presented by such subcontractors, if any, in their performance of services under contract or agreement, and maintain the same in force during the term of any work performed by that subcontractor.

1.1.9. **Waiver of Subrogation.** For the Commercial General Liability Insurance and Business Automobile Liability Insurance required below, the Contractor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract, and their officers, agents, and employees, unless prohibited by law. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to OPWDD upon written request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

1.1.10. **Additional Insured.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Vendor shall cause to be included in each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage) naming as additional insured: The People of the State of New York, the New York State Office for People With Developmental Disabilities, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Additional Insured Endorsements shall be provided upon request to:

Contract Management Unit
Office for People With Developmental Disabilities
44 Holland Avenue, 5th Floor
Albany, New York 12229

A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insured with respect to Commercial General Liability and Comprehensive Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Appendix had the Contractor obtained such insurance policies.

As clarification, "The People of the State of New York" means the State of New York and its subsidiary governmental entities. This is the name in which the State, as a governmental entity, enters into contracts, takes title to property, and initiates legal actions. Using the term "People" does not mean that the insurer is ensuring all residents of New York State; rather, that the State government is being insured.

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

1.1.12. **Notice of Cancellation or Nonrenewal.** Policies shall be written to include the requirements for notice of cancellation or nonrenewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or nonrenewal of insurance, the Contractor shall provide OPWDD with a copy of any such notice received from an insurer, together with proof of replacement coverage that complies with the insurance requirements of this Contract.

1.1.13. **Policy Renewal/Expiration.** At least two (2) weeks prior to the expiration of any policy required by this contract, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Contract shall be delivered to OPWDD. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to OPWDD, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OPWDD.

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

- For certificates of insurance: five (5) business days;
- For information on self-insurance or self-retention programs: fifteen (15) calendar days;
- For additional insured and waiver of subrogation endorsements: thirty (30) calendar days;
- For schedules of forms and endorsements and all forms and endorsements: sixty (60) calendar days.

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

1.2. Insurance Requirements. Throughout the term of this Contract, the Contractor shall obtain and maintain in full force and effect, at their own expense, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater.

1.2.1. **Commercial General Liability.** Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

COMMERCIAL GENERAL LIABILITY MINIMUM INSURANCE COVERAGE	
General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$2,000,000
Damage to Rented Premises	$50,000
Medical Expenses	$5,000

Aggregate limits shall apply on a per location basis or as otherwise agreed to in writing by OPWDD.

This aggregate limit applies separately to each location at which the insured works.

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

- Premises liability;

- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed under this contract;
- Defense and/or indemnification obligations, including obligations assumed under this contract;
- Cross liability for additional insureds; and
- Explosion, collapse, and underground hazards,

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- CG 20 10 11 85, or an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B)

1.2.2. **Workers' Compensation.** Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals.

For work to be performed in New York State, the Contractor shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of the contract for the benefit of such employees as are required to be covered by the New Yor State Workers' Compensation Law.

If the contract involves work on or near a shoreline, or navigable waters (e.g., work in adjoining areas customarily used in the loading, unloading, repairing, or building of a vessel), a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chair of the New York State Workers' Compensation Board:

- C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance
- U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund
- GSI-105/SI-12 – Certificate of Workers' Compensation Self-Insurance.
- CE-200 – Attestation of Exemption – When Contractor meets the requirements.

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Proof of Compliance with the Workers' Compensation Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the New York State Workers' Compensation Board's website at www.wcb.ny.gov;

- Form C-105.2 (9/07), Certificate of Workers' Compensation Insurance, sent to OPWDD by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OPWDD upon request from the Contractor; or

- Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2,

Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

1.2.3. **Disability Benefits Coverage.** Proof of disability benefits coverage, or proof of exemption, must be submitted to OPWDD at the time of policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of Disability Benefits insurance coverage.**

For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chair of the Workers' Compensation Board:

- DB-120.1(May 2006 or most current version) – Certificate of Insurance Coverage under the New York State Disability Benefits Law;
- DB-155 – Certificate of Disability Self-Insurance; or
- CE-200 – Certificate of Attestation of Exemption.

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

Proof of Compliance with the Disability Benefits Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the New York State Workers' Compensation Board's website at www.wcb.ny.gov;

- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OPWDD by the Contractor's insurance carrier upon request; or

- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website at www.wcb.ny.gov. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

1.2.4. **Comprehensive Business Automobile Liability Insurance.** This covers liability arising out of any automobile used in connection with performance under this Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least $2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies.

If the Contractor does not own, lease, or hire any automobiles used in connection with performance under this Contract, the Contractor does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease, or hire any automobiles used in connection with performance under this Contract on a form provided by OPWDD. If, however, during the term of this Contract, the Contractor acquires, leases, or hires any automobiles that will be used in connection with performance under this Contract, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all the requirements

of this Appendix and provide proof of such coverage to OPWDD in accordance with the insurance requirements of this Contract.

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

1.2.5. **Professional Liability Insurance / Errors and Omissions Liability Insurance.** The Contractor and any subcontractor retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of the contract, Professional Liability Insurance / Errors and Omissions Liability Insurance in the amount of (refer to the applicable matrix) issued to and covering damage for liability imposed on the Contractor by the contract or law arising out of any negligent act, error, or omission in the rending of or failure to render professional services required by the contract. The Professional Liability Insurance / Errors and Omissions Liability Insurance may be issued on a Claims-Made Policy form, in which case the Contractor shall purchase, at its sole expense, Tail Coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

1.2.6. **Data Breach and Privacy / Cyber Liability.** Contractors are required to maintain during the term of this Contract, and as otherwise required herein, 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 OPWDD's systems due to the actions of the Contractor that result in unauthorized access to OPWDD's or their data. Said insurance shall be maintained in the following limits, as applicable:

DATA BREACH AND PRIVACY / CYBER LIABILITY		
CATEGORY		**MINIMUM INSURANCE COVERAGE**
Software		$1,000,000
Hardware		$1,000,000
Cloud *	Low Risk	$2,000,000
Implementation		$1,000,000
* See NYS-S14-002 Information Classification Standard or successor available at: http://www.its.ny.gov/tables/technologypolicyindex.htm for additional information relating to risk categories.		
Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.		

The Contractor must maintain minimum insurance coverage for the level of risk for which the Contractor provides Products and submit documentation in accordance with the terms of this contract.

Said insurance shall provide coverage for damages arising from the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information.
- Personally identifiable nonpublic 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.

If the policy is written on a claims-made basis, the Contractor must submit to OPWDD an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed if coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

1.2.7. **Excess and Umbrella Liability.** When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of Insurance coverage is at least equal to the requirements set forth above. Such policies shall provide coverage at least as broad as the underlying policies. Any Insurance maintained by the Agency or any Additional Insured shall be considered excess of and shall not contribute with any other Insurance procured and maintained by the Contractor including primary, Umbrella and Excess Liability Policies regardless of the other Insurance clause contained in either parties' policy.

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EXHIBIT 1

SFS INSTRUCTIONS

1. SFS Registration and Prequalification Process

New York State requires not-for-profit organizations to register in the Statewide Financial System (SFS) and complete the Vendor Prequalification process, if interested in applying for state funding opportunities. Government entities are not required to prequalify in SFS but must register in SFS to apply.

For proposals to be evaluated, all not-for-profit organizations applying for this grant opportunity **MUST** prequalify by the time and date of submission. Any applicant who submits a proposal that is not prequalified in SFS on the **Proposal Due Date** listed in Calendar of Events, Section 1.3 of this RFP, will be disqualified from further consideration. Below are links where you can find more information on SFS registration and prequalification requirements.

Register with the Statewide Financial System

How to Register:

https://grantsmanagement.ny.gov/register-your-organization-sfs

Get Prequalified in the Statewide Financial System

How to get Prequalified in SFS:

https://grantsmanagement.ny.gov/get-prequalified

SFS Registration and Prequalification Questions

Specific questions about registering in the Statewide Financial System (SFS) or getting prequalified in SFS can be directed to the SFS Help desk:

Monday – Friday, 8:00 a.m.– 5:00 p.m.

helpdesk@sfs.ny.gov

(518) 457-7717

NOTE: Not-for-profit vendors and organizations are strongly encouraged to begin this process as soon as possible to participate in this opportunity. New York State reserves 5-10 business days from the receipt of complete Prequalification applications to conduct its review. If supplementary information or updates are required, review times will be longer.

2. Application Overview

This section provides an overview of all the information that needs to be submitted into the Statewide Financial System (SFS) to submit a successful grant application. Materials that need to be downloaded, completed, and uploaded can be found in the **Events Comments and Attachments** section of the Grant Opportunity in SFS and on OPWDD's procurement opportunities website at https://opwdd.ny.gov/procurement-opportunities.

If you would like to view this grant opportunity in the Statewide Financial System (SFS) before applying, please follow the steps below:

- Go to SFS.ny.gov
- Click Vendor Portal Login – DO NOT LOG IN
- Click Search for Grant Opportunities
- Leave search fields blank and scroll down to locate the grant opportunity
- Click the name of the grant opportunity
- Click View Opportunity to open the document

For tutorials on using the Statewide Financial System (SFS), refer to
https://grantsmanagement.ny.gov/resources-grant-applicants

3. Finding this Grant Opportunity in the Statewide Financial System (SFS)

This section provides directions on how to find this OPWDD grant opportunity in SFS and submit an application in SFS. Applicants can also use the SFS Grantee User Manual for comprehensive directions on navigating the Statewide Financial System (SFS) at the link below:

https://upk.sfs.ny.gov/UPK/VEN101/FILES/Grantee_User_Manual.pdf

To find this Grant Opportunity in SFS, please follow these instructions:

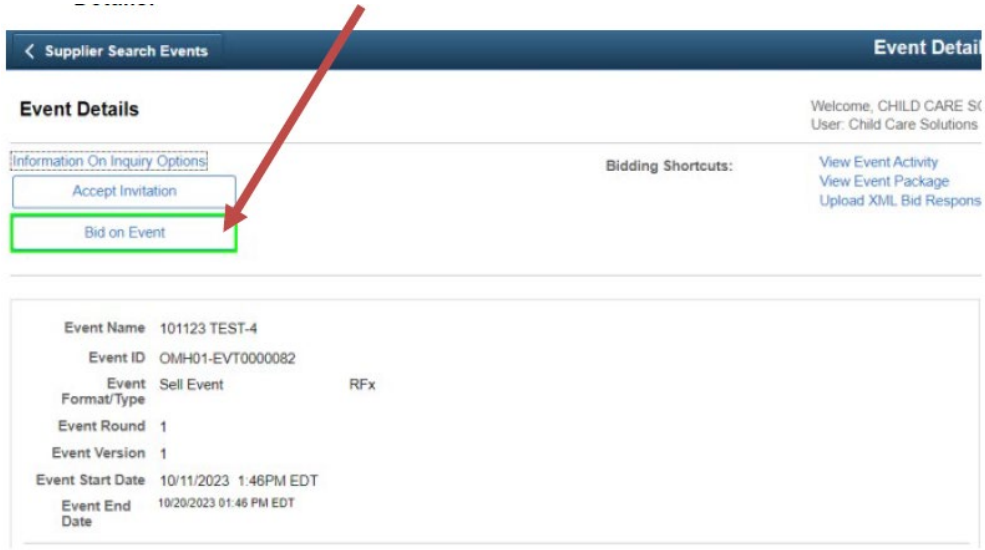
1. Log into SFS to search for the Grant Opportunity: https://esupplier.sfs.ny.gov/
2. On the SFS Public Portal Homepage, click the **Grants Management** tile on the Homepage. (You can also find it from the **NavBar** (Menu Manage Events and Place Bids View Events and Place Bids).
3. Click on **Bid Event Search** tile.
4. Use the search fields to locate an opportunity. Below are some ways to search for this opportunity:

   Event ID: Enter the **Event ID** found on p. 1 of this RFP

   OR

   Funding Agency: Office for People With Developmental Disabilities or OPWDD
5. Click the **Search** button.
6. Click the **Bid Event ID** to the far left to initiate grant application.

7. To start your application, click **Bid on Event** button in the top corner of the **Event Details.**



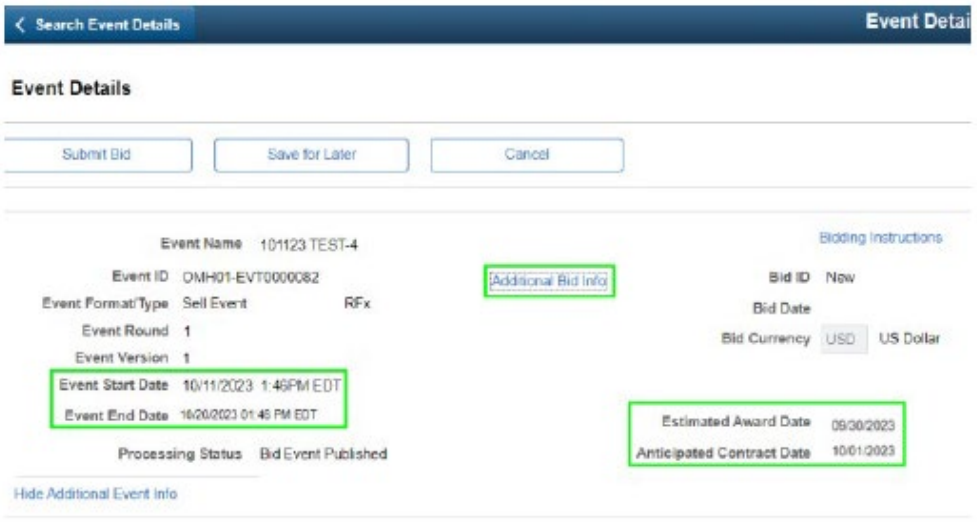
The next section will walk applicants through completing the proposal application in the Statewide Financial System (SFS).

4. Completing Your Application in the Statewide Financial System (SFS)

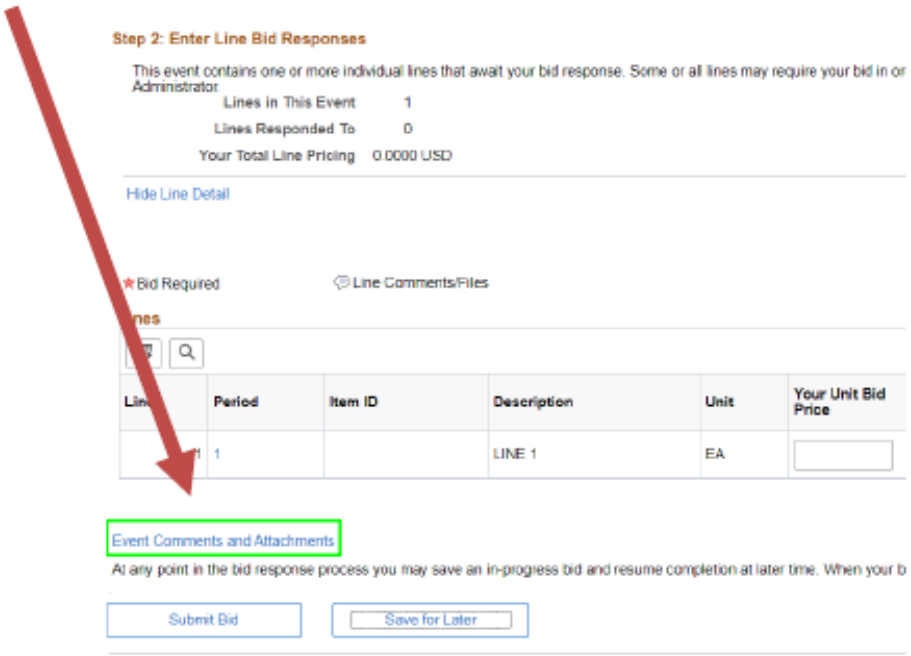
The following subsections provide general information about each application section, SFS directions, and general guidance for applying for this grant opportunity.

A. Review Grant Opportunity Information and Access Application Documents

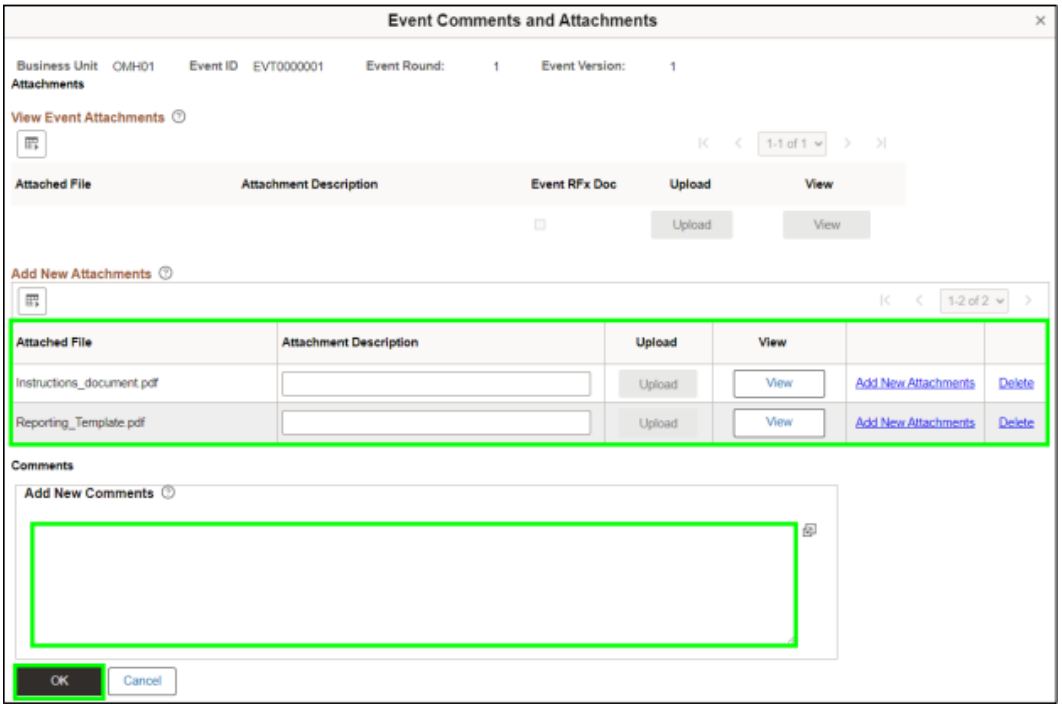
1. Review the grant opportunity information, known as the **Event Details** in SFS, including the event start, event end date, estimated award date, and anticipated contract date to get an overview of the grant opportunity timeline.



2. Access application documents by clicking on the **Events Comments and Attachments** link located at the bottom of the page. You can also find all application documents on OPWDD's procurement opportunities website at https://opwdd.ny.gov/procurement-opportunities.

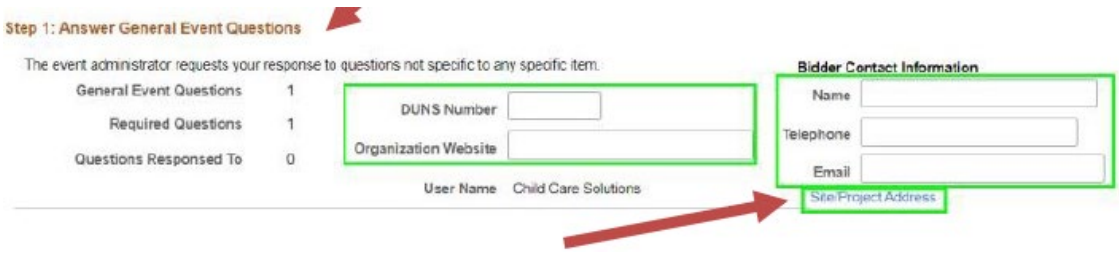


3. **Download all attachments** from this section. Once you have downloaded and saved application documents, click **OK**.

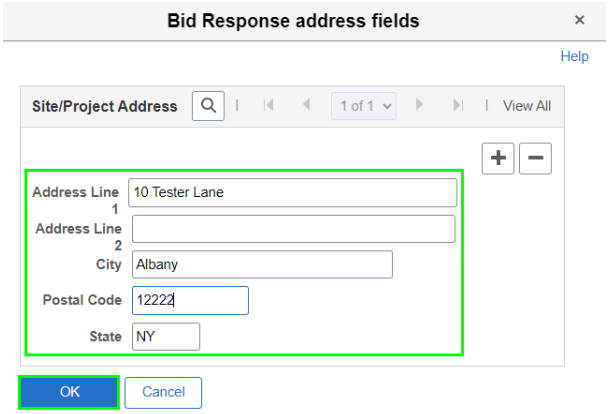


B. Bidder Contact Information and Site/Project Address

1. Go to the **Event Details** page in SFS and complete the **Answer General Event Questions** section. Start by entering the **Bidder Contact Information** (required). You do not need to enter a DUNS Number; you can include your organization's website, but it is not required.



2. Next Click the **Site/Project Address** and complete this section. Enter your organization's address details, including Address Line 1, Address Line 2 (if applicable), city, postal code, state. Click OK.



3. Go to the **Event Details** page in SFS and complete the **Answer General Event Questions** section. Start by entering the **Bidder Contact Information** (required). You do not need to enter a DUNS Number; you can include your organization's website, but it is not required.

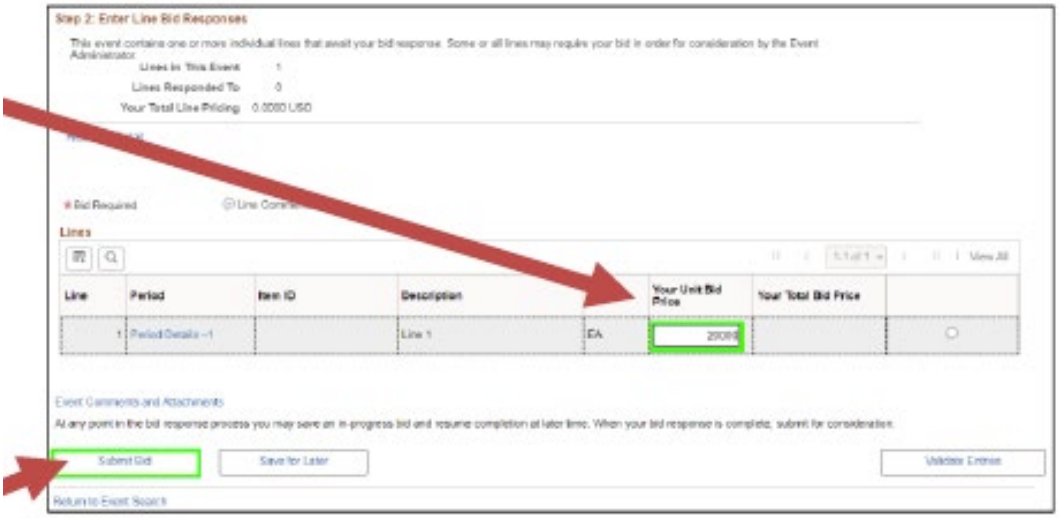
NOTE: You will not be able to SAVE your application until you have completed the **Bidder Contact Information** and **Site/Project Address** sections.

5. Submitting the Application in SFS

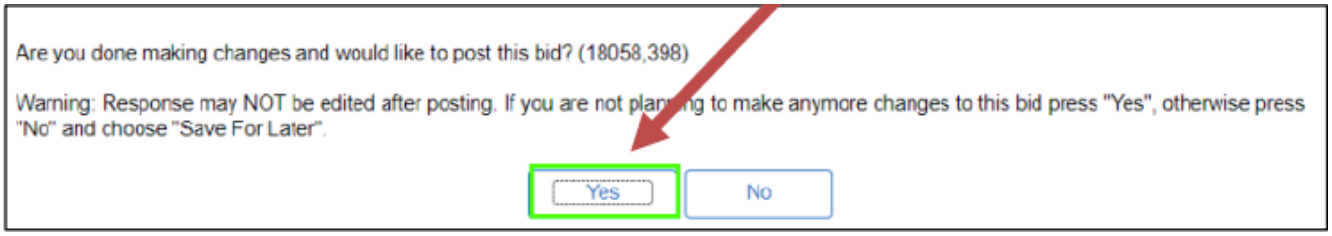
After completing all sections of the grant application known as the **Bid Event** in SFS return to the **Bid Response** page in SFS (see **Section 2 Application Overview** to ensure you have submitted all required materials).

Please enter the total amount of funds requested in the **Your Unit Bid Price** box. The amount entered into this field ***must equal*** the total Grant Funds Requested amount for the period, in order to submit the bid response.

When you are ready to submit your application, known as your bid response in SFS, click the **Submit Bid** button at the bottom.



A box will pop up and ask if you are ready to post this bid. Click **Yes** if you are ready and want to submit your application, known as your bid response in SFS.



Once you have clicked Yes, you have successfully completed your application of bid response. Applicants will be able to access a submitted application for viewing and printing in SFS. However, you will not be able to make any changes to the application once it has been submitted. If you need additional assistance, please see **Section 6 Statewide Financial System (SFS) Helpful Links and Help Desk Information.**

6. Statewide Financial System (SFS) Helpful Links and Help Desk Information

Some helpful links are listed below. Questions regarding specific opportunities or proposals should be directed to the OPWDD contact listed in **Designated Contacts, Section 1.4.2** of the RFP.

On the SFS website, there are reference materials available for applicants applying for funding opportunities.

The **Grants Management Team** offers regular live webinars on the Prequalification process or submitting online applications. To learn more or view the times and dates for these webinars visit:
https://grantsmanagement.ny.gov/live-webinars

For assistance or technical questions about the Statewide Financial System (SFS):

Monday – Friday, 8:00 a.m. – 5:00 p.m.
helpdesk@sfs.ny.gov
(518) 457-7717