NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

Request For Quote

RFQ OPD-2025-01

Train the Trainer for Workforce Development and Morale

3/1/2025 - 2/28/2026

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1. INTRODUCTION

1.1. Overview

The Office for People With Developmental Disabilities (OPWDD), Division of State Operations (DSO), employs over 14,000 people who serve more than 12,000 unique individuals with intellectual and/or developmental disabilities. Approximately 5,500 individuals are served in 877 residential programs. Of those served in the DSO service system, 3,000 people are served in over 75 day programs, while another 3,000 are served by 66 clinics. Additional people are served in other smaller program entities/types, such as Family Care, which provides services to over 650 individuals in over 375 Family Care homes.

The DSO system serves people of all educational levels, ethnicities, religious beliefs, sexual preferences, and gender identities. These individuals present disabilities and healthcare-related needs across the acuity and diagnostic spectrums. The staff who support this service system can be broken into four working categories: direct care, managers, clinicians, and executive leadership. These employees display the same diversity of education, ethnicity, religious faith, sexual preference, and gender identity.

The human services system, statewide and nationally, is functioning in the midst of a severe staffing shortage. This shortage affects staff at all levels. With this shortage of critical staffing resources, many employees are taking on additional responsibilities and working excessive hours. The resulting stress adds to tension in the work community, reduces morale and encourages a sense of inequity. This sense of inequity is felt in various ways based on each individual's education, ethnicity, religious background, sexuality and/or gender identity.

In this complex set of circumstances, the DSO leadership has determined that a training and learning system, led and facilitated by the DSO staff at all levels, is needed to directly improve the morale and treatment experience of all involved. Currently, most DSO training is provided by the OPWDD Division of Administration Workforce and Talent Management Bureau. Trainers within this bureau do not work directly with those served by the DSO and the various programs. The DSO's initiative is to create a peer and/or community approach to training. An experiential-type training, facilitated by co-workers will be the best way to effectuate improvements in communication and create a sense of inclusion and equity in which the morale of all staff is improved.

1.2. Goals of the Agreement

The goal of this project is to develop a capacity within DSO to provide a training curriculum to new trainers that uses the principles of diversity, equity, and inclusion to improve a sense of belonging and acceptance, along with an improvement in morale in the workforce, which will increase quality of the services provided by the DSO. The Contractor's leadership working in the field of developmental disabilities, and their experience providing training in diversity, equity, and inclusion, as well as team communication, team development and morale, will enable the DSO to meet their training requirements. The Contractor will develop and provide a training model to include a customized program tailored to the needs of the Office for People With Developmental Disabilities that meets the criteria noted above. The training will be provided for staff within two OPWDD districts: the Capital District and Bernard Fineson.

1.3. Bidder Minimum Qualifications

Bidders must meet the following qualifications:

- Proposals will be accepted only from New York State Certified Minority- and Women-Owned Businesses (MWBEs), Service-Disabled Veteran-Owned Businesses (SDVOBs), or Small Business Enterprises (defined as per State Finance Law 163(6)).
- Bidders must have a minimum of three years of professional experience in providing Diversity, Equity, and Inclusion (DEI) training.

1.4. Glossary of Terms

Code switching - These are the ways in which members of underrepresented groups might (consciously or unconsciously) adjust their language, syntax, grammatical structure, behavior, and/or appearance to fit into the dominant culture.

DEI Champions - These staff are selected and maintained from each of the six Developmental Disabilities State Operations Offices (DDSOOs) and are responsible for promoting, facilitating, and supporting the implementation of Division DEI initiatives at a regional and/or business unit / project level. They are the DSO DEI experts in creating welcoming and authentic workplace environments that result in the best possible organizational outcomes. Through the custom Train-the-Trainer curriculum, the Champions will develop and work with the DSO workforce by training teams to promote the embracing of diversity as a strength, to foster inclusivity across the districts, and to build capacity for teaching and learning new diversity, equity, and inclusion skills. Utilizing in-person workshops, the Champions will ensure strong social interactions within the cadre of trainers, resulting in increased training engagement and facilitating the building of healthier workplace communities.

DEI – Diversity, Equity, and Inclusion - These terms refer to an approach for engaging with staff/stakeholders/customers. DEI is a conceptual framework that promotes the fair treatment and full participation of all people, both in the workplace and the service system, including populations who have historically been underrepresented or subject to discrimination because of their background, identity, disability, etc.

Each aspect of DEI represents goals specific to DEI. The three can be defined as such:

Diversity speaks to considering or involving people from a range of different social and ethnic backgrounds and of different genders, sexual orientations and economic backgrounds; Equity relates to racial and social justice, means meeting communities where they are and allocating resources and opportunities as needed to create equal outcomes for all community members; Inclusion is the practice or policy of providing equal access to opportunities and resources for people who might otherwise be excluded or marginalized, such as those who have physical or intellectual disabilities and members of other underrepresented groups.

Didactic Training - A teaching method that follows a consistent scientific approach or educational style to present information to students. It is a teacher-centered method that focuses on the teacher and the knowledge they impart. It is best suited to a brief delivery of factual information, and it involves participants listening, reading, and taking instruction.

DSO DEI Committee - This DSO-specific committee is responsible for developing and coordinating DEI strategy, initiatives, internal/external communications, and progress evaluation of the Division's DEI initiatives. The

primary goal is to develop and sustain cultural and linguistic competence across the Division. The operational structure within the committee will synergistically promote and accomplish the DSO-specific and larger organizational DEI strategy, goals, and outcomes. The DEI Committee will follow the tenets laid out in its guiding charter document.

Experiential Training/Learning - Experiential training/learning is also referred to as training/learning through action, by doing, through experience, and through discovery and exploration. It is a process that is promoted as facilitating a deeper experience of learning and greater recall of what was learned.

Intellectual Property - A work product that is the result of creative action, such as a manuscript or a design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc.

Lived experience - refers to the firsthand involvement or direct experiences and choices of a given person, and the knowledge that they gain from it, as opposed to the knowledge a person gains from secondhand or mediated sources.

Morale - the level of enthusiasm, sense of purpose, team cohesion and connection, or confidence in the worthiness of a goal that can affect a person's or a group's overall performance in working toward that goal, especially when under pressure.

Training Curriculum - A comprehensive set of learning objectives, content, materials, and methods for evaluating participant attainment of the training goals. A curriculum includes a detailed plan for instruction, featuring a description of what, why, how, and how well participants should learn in a systematic and intentional way.

Train-the-Trainer (TTT) – this describes a training program that not only teaches how to provide specific training (e.g., a DEI training), but also provides the expertise needed to pass that training to new/current trainers. For practical purposes, this creates an environment in which the agency is independent not only in providing a training curriculum, but also in growing its ability to independently develop its instructional and curriculum development expertise.

Trauma-informed - Understanding, anticipating, and responding to issues, expectations, and special needs that are often present in survivors of trauma. This includes reducing the risk of repeating trauma. Individuals using trauma-informed speech will shift from asking "What's wrong with you?" to "What has happened to you?" In this context, one may refer to trauma-informed care, trauma-informed training, and trauma-informed leadership.

Unconscious/Implicit Bias - This type of training helps people recognize their own biases formed by social conditioning and stereotyping, which often lead to snap judgments about a person or racial group's talents and/or character.

1.5. Locations

The in-person trainings will be provided for DSO staff to take place in thirteen OPWDD districts (DDSOs) within six State Operations regions throughout New York State.

Region	District (DDSO)	Address	Total # of 2-day Training Sessions
3	Capital District	500 Balltown Rd, Schenectady, NY 12304	1
6	Bernard Fineson	80-45 Winchester Blvd. Queens Village NY 11428	1

The specific meeting rooms and training schedule will be identified based on the needs of DSO leadership.

1.6. Calendar of Events

RFQ Release Date	January 28, 2025
Deadline for Submission of Questions	February 4, 2025, by 3:00 PM
Issuance of Response to Questions	February 11, 2025
Proposal Due Date	February 19, 2025, by 3:00 PM
Anticipated Notification of Tentative Award	TBD
Anticipated Contract Start Date	March 1, 2025

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

1.7. Restricted Period

Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §§ 139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between OPWDD and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/Bids through final award and approval of the Procurement Contract by OPWDD and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff, as of the date hereof, are identified below. OPWDD employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to State Finance Law § 139-j and § 139-k. Certain findings of non-responsibility can result in rejection for Contract award and, in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: https://ogs.ny.gov/acpl/

Designated Contacts

Pursuant to State Finance Law § 139-j(3)(a), OPWDD identifies the following allowable contacts for communications related to the submission of questions and intention to participate, proposals, and debriefings.

Primary Contacts
Jennifer DeDonatis / Eric Schantz
Contract Management Unit
NYS Office for People With Developmental Disabilities
44 Holland Ave, 5th Floor

Secondary Contacts
Shannon Plasencia / Marc Kleinhenz
Contract Management Unit
NYS Office for People With Developmental Disabilities
44 Holland Ave, 5th Floor

Albany, NY 12229
518-474-3796
procurement@opwdd.ny.gov

Albany, NY 12229 518-703-3661
procurement@opwdd.ny.gov

Questions & Answers

Questions from Bidders regarding this RFQ must be received by OPWDD in accordance with the Deadline for Submission of Questions included in the Calendar of Events, Section 1.6 of this RFQ. All questions must be submitted via electronic mail to the designated contact at procurement@opwdd.ny.gov.

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

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

1.7.3. Bidders must identify, during the question-and-answer period, any terms and conditions in the RFQ 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 RFQ; any such changes will not be accepted by OPWDD. If the Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the Bidder shall immediately notify OPWDD of such error in writing to the designated contact(s) identified in Section 1.7 of this RFQ. If, prior to the proposal due date as specified in Section 1.6 of this RFQ, 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 such clarifications or modifications deemed necessary by OPWDD will be posted to the OPWDD website and the New York State Contract Reporter website provided in Section 1.8 of this RFQ.

1.8. Announcements and Amendments to the RFQ

OPWDD utilizes its procurement webpage and the NYS Contract Reporter for the purpose of disseminating information relating to this procurement. OPWDD will post its official answers to Bidder questions and any changes to the RFQ resulting from such questions on these sites on or before the Issuance of Response to Question's date as indicated in the Calendar of Events. Bidders are encouraged to monitor these sites: Procurement Opportunities | Office for People With Developmental Disabilities (ny.gov) and New York State Contract Reporter (ny.gov).

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

1.9. Term of Contract

OPWDD intends to award one contract for Train the Trainer for Workforce Development and Morale to one responsive and responsible Bidder as a result of this RFQ. The term of the Contract is anticipated to be 3/1/2025 – 2/28/2026. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Bidder or to anyone else beyond funds appropriated and available for this contract. Continued contract approval beyond 2/28/2026 will be at the sole discretion of OPWDD and the Office of the State Comptroller (OSC) if necessary, until such time as a replacement contract can be put in place. If this contract is extended, all original terms and conditions will remain the same.

2. SCOPE

2.1. Administration

The contractor will coordinate with the OPWDD DSO leadership team with the two train-the-trainers and provide guidance and feedback resulting from these activities. The DSO will provide OPWDD-owned or -facilitated sites for the trainings and/or related meetings.

OPWDD will be responsible for printing TTT books, and any other needed materials from an electronic or hard copy of the materials provided by the Contractor.

2.2. Timeline

The curriculum will be sent to OPWDD within the first month of the contract term. The trainings, train-the-trainer sessions, and the coaching sessions will be completed by the end of the contract term.

2.3. Ownership of Curriculum

The curriculum developed for the TTT trainings and for the TTT curriculum described herein will become the intellectual property of NYS OPWDD.

2.4. OPWDD Responsibilities

OPWDD personnel will provide timely support to the contractor in order to achieve timely completion of contract services. OPWDD support shall include, but is not limited to, making personnel available, providing access to, or collecting, all relevant training-related documents, providing timely responses to the Contractor's questions, providing timely updates of any agency decisions, devoting sufficient resources to training sessions, and the prompt coordination of training-related meetings.

OPWDD management and employees will provide accurate, responsible, and timely information to the Contractor, including but not limited to the scheduling of training sessions, and the verification and approval of contract invoices.

On-site training resources such as interactive boards, meeting rooms, and printed materials will be made available by the scheduled training day.

2.5. Project Sponsor

OPWDD will assign a Deputy Commissioner or designee who possesses suitable skill, knowledge, and experience to oversee the services and conduct of this engagement. Their responsibilities will include coordination of agency resources and review of draft deliverables. OPWDD authorizes the Contractor to accept instructions from the Deputy Commissioner or designee for this engagement.

The Deputy Commissioner or designee is responsible for:

- maintaining appropriate oversight of our client service team;
- timely reviewing and approving the deliverables prepared during the engagement;
- reporting the results of our services within the reporting structure, including the Board of Directors or others charged with governance; and
- evaluating observations and recommendations that arise from the services.

2.6. Deliverables

The Contractor will supply and develop a train-the-trainer (TTT) curriculum that addresses the unique needs of OPWDD's DSO as described in Section 1.2 Goals of the Agreement. The deliverables will consist of two, 2-day in-person train-the-trainer (maximum 22 attendees per session) sessions, which will include:

- a delivery of the customized program
- a teach-back delivery for each participant
- in-person coaching sessions
- Training guide or resource manual
- Trainee manual
- Supplemental training resources (e.g., slide decks; instructional, vignette, or learning materials).

For the in-person training, the participants will be divided into three small groups to provide more individualized attention. A full on-site training day is considered 6.0 hours of in-person contact.

The Contractor will provide six 2-hour virtual coaching sessions.

Under the direction of the State Operations Project Sponsor, the Contractor will provide 8 hours of in-person consulting/coaching. These will occur on an as needed basis outside of the two, 2-day in-person train the trainer sessions.

3. PROPOSAL REQUIREMENTS

The proposal submitted in response to this RFQ must include three separate proposals: a Technical Proposal, a Cost Proposal, and an Administrative Proposal, as described in Sections 4, 5, and 6 of this RFQ.

3.1. Proposal Validity

Bids must remain open and valid for at least 180 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 180-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 carefully review their proposals 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 any time prior to the proposal due date indicated in the Calendar of Events, Section 1.6.

3.3. Extraneous Terms

Bids must conform to the terms set forth in the Solicitation. Material deviations may render the bid nonresponsive and may result in the rejection of the bid. Extraneous terms proposed by a Bidder for consideration must be submitted using the format and process set forth in the RFQ. 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. Only extraneous terms accepted by OPWDD, in writing, shall be expressly incorporated into the Contract. 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.

4. TECHNICAL PROPOSAL — 70 POINTS

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFQ. The Technical Proposal must demonstrate the qualifications of the Bidder and the staff to be assigned to provide the services included in this RFQ.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format of Section 8 of this RFQ. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFQ 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 contain sufficient information to assure OPWDD of its accuracy. Failure to follow these instructions may result in disqualification.

Bidders are required to submit their Technical Proposal on Attachment 18 – Technical Proposal Response.

4.1. Curriculum and Training Plan — 30 points

Each proposal will be evaluated on the bidder's specific description of how the service will be delivered and how the requirements of this RFQ will be met. The bidder should submit a sample of at least two pages for each component of the training curriculum for each of the following items as indicated in the Sections above.

1. Training guide or resource manual
2. Trainee manual
3. Supplemental training resources (e.g., slide decks; instructional, vignette, or learning materials).

Bidders should submit a project plan that outlines their approach to deliver the comprehensive training program to the locations indicated in Section 1.5.

Bidder should show how they will tailor the program to meet an organization's unique organization goals.

The bidder should illustrate how they will provide realistic and skill-based instruction, that their training methods are based on the experiential learning model, and that they include active participation of all trainees in the learning and teaching experience.

The prospective bidder should describe how they intend to provide the trainers for the Training Requirements, In Person Coaching /Consultant Sessions and Virtual Coaching Sessions under Section 2.6, Deliverables.

The bidder should provide a staffing plan that indicates how the bidder will deliver the required staff to support two 2-day in-person full days of training, along with six 2 hour Virtual Coaching Sessions, and 8 hours of Coaching/Consultant Sessions.

Vagueness and omissions on the bidder's part will not be resolved in the bidder's favor.

4.2. Education, Experience, and Expertise **35 points**

The bidder's relevant experience will be evaluated, including that of its proposed employees, demonstrating that the bidder and its employees meet the experience requirements and will be rated based on the following:

- The bidder will provide trainer level details if available and outline the minimum educational qualifications of its proposed trainers, including educational attainments that include GED, HS Diploma, Associates, Bachelor, Master's, Doctorate Degrees as well as relevant certifications.

- The experience and expertise of the staff working in the fields of diversity, equity, and inclusion, especially work done in public sector environments. Particularly, helping organizations navigate the complex issues associated with race, religion, sexual orientation, gender identity, disability, age, and national origin, specifically as they relate to workplace interactions. Increased value will be placed on Contractors with staff who have direct personal experience working for a NY State Agency that serves people with Developmental Disabilities.

- First-hand experience working in OPWDD state-operated or voluntary programs. Trainers who have first-hand knowledge and hands-on experience working with direct care staff with NYS agencies, licensed and unlicensed clinical professionals, and NYS managers.

- The bidder's experience and expertise developing curriculum for government organizations.

- It is also preferred that bidders have trainers with experience training staff who are part of a unionized workforce.

- The experience and expertise of training workers who provide direct services to Individuals with Developmental Disabilities (IDD) and/or value placed on contractor who themselves have staff who have direct personal experience working for a NY State Agency that serves people with Developmental Disabilities.

4.3. Quality And Completeness of Proposal **5 points**

Each Proposal will be evaluated as to the extent to which the proposal satisfies and addresses each requirement of the Solicitation.

Proposal - The appearance and contents should be presented professionally.

Completeness of Response - The proposal should address each technical requirement outlined in the RFQ. Failure to address each of the requirements will result in a reduction of score.

5. COST PROPOSAL— 30 POINTS

The bidder shall submit a completed Cost Proposal Form - Attachment 2, in a separately sealed package within the proposal submission, which must be clearly identified as the cost proposal.
Each item must be completed with no lines omitted. The bidder shall not provide alternative pricing or deviate from the Cost Proposal Form-Attachment 2. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

Bidder's Cost Proposals will be scored by the fiscal evaluation team, separately from the Technical Proposal. The cost proposal evaluation will be based on the grand total cost of meeting the deliverables as outlined in Section 2.6 of this RFQ. If a Cost Proposal is found to be non-responsive, that Proposal may not receive a cost score and may be eliminated from consideration.

The Bidder with the lowest price will be awarded the full points allocated to the Cost Evaluation. The score for each of the remaining Bidders will be proportionate to the lowest Bidder. The formula for the evaluation of another Bidder's cost will be: (Lowest Reimbursable Cost Proposal divided by (÷) Proposal Reimbursable Cost being Scored) x 30.

6. ADMINISTRATIVE PROPOSAL

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

6.1. Attestations/Checklist (Administrative Proposal Submission-Attachment 1)

The Bidder must outline the time frames and specific experience that meets the qualifications needed in their Technical Proposal, as required in Section 4.2 of this RFQ.

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

6.2. Ownership of Work Product

Bidder 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 its 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 any deliverables that result from services rendered by the selected Bidder to OPWDD shall be turned over to OPWDD within ninety (90) days of the expiration of the contract, or within thirty (30) days of early termination of the Contract, at no additional cost to OPWDD. OPWDD shall own all rights, title, and interest in said material.

6.3. Non-Collusive Bidding Certification

In accordance with State Finance Law (SFL) § 139-d, if the Contract is awarded based upon the submission of Bids, the Bidder must warrant, under penalty of perjury, that its proposal was arrived at independently and

without collusion aimed at restricting competition. Each Bidder must further warrant that, at the time the Bidder submitted its proposal, an authorized and responsible person executed and delivered to OPWDD a Non-Collusive Bidding Certification on the Bidder's behalf. Attachment 5: Non-Collusive Bidding Certification form must be completed and submitted with the Administrative Proposal.

6.4. Vendor Responsibility Questionnaire

Section 163 of the State Finance Law 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, its qualifications are a material factor in the award, and its 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 online here: File Your Vendor Responsibility Questionnaire | Office of the New York State Comptroller (ny.gov). If the Bidder does not have an online Questionnaire that is current and certified, Bidder must complete a hardcopy Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon OPWDD's determination that the Bidder is responsible, and that OPWDD will be relying upon the Bidder's responses to the Questionnaire in making that determination.

Bidder agrees to complete fully and accurately the NYS Vendor Responsibility Questionnaire.

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 not responsible, OPWDD shall inform the Bidder of such ruling. The Bidder shall have 30 days to request a meeting with OPWDD to explain the ruling and to demonstrate the finding to be incorrect or to correct/resolve any issues affecting the Bidder's responsibility. If OPWDD's findings remain unchanged after meeting with the Bidder, the Bidder shall be removed from consideration for this Contract.

6.5. Procurement Lobbying Requirements

On August 23, 2005, the Legislative Law and the State Finance Law were amended to include provisions for the regulation of attempts to influence State and other governmental entity procurement contracts. Sections 139-j and 139-k of the SFL impose procurement record requirements relating to lobbying on procurement contracts.

Contracts Subject to Procurement Lobbying Act Requirements

All procurement contracts resulting from procurement transactions initiated on or after January 1, 2006, are subject to the procurement lobbying requirements and additional procurement record requirements.

The SFL defines a procurement contract as any contract or other agreement for an article of procurement involving an estimated annualized expenditure in excess of $15,000.

Subject to certain exceptions, an assignment, amendment, renewal, or extension of a procurement contract, or any material change in a procurement contract resulting in a financial benefit to the Bidder, is covered by the

provisions of the Act. Backdrop contracts and any contracts resulting from Mini-Bids pursuant to the backdrop contracts are also subject to this law.

This solicitation includes and imposes certain restrictions on communications between OPWDD and Bidders during the procurement process. From the issue date of this RFQ until contracts are awarded and approved, Bidders and prospective Bidders are restricted from making ANY contact, as defined in State Finance Law § 139-j (1) (c), relating to this procurement other than written contact (email) with the OPWDD staff members named in Section 1.7 of this RFQ, unless it is a contact that is included among certain exceptions set forth in State Finance Law § 139-j (3) (a).

Procurement Lobbying Law Certification of Compliance

Attachment 10 - Procurement Lobbying Law Certification of Compliance must be completed, signed by the Bidder, and included in the Administrative Proposal, providing the representations outlined below:

The procurement record for every contract must include a determination that the Bidder is responsible in accordance with Bidder responsibility requirements. In addition to the general responsibility determination, for all contracts subject to the State Comptroller's approval the procuring entity must make a separate responsibility determination as to whether the Bidder has: (i) knowingly and willfully violated the prohibitions against impermissible contacts or certain ethics provisions, or failed to timely disclose accurate and complete information or otherwise failed to cooperate with the procuring entity, or (ii) failed to disclose prior determinations of non-responsibility by any governmental entity for any of the above reasons within the previous four (4) years.

Bidder Certification / Complete Disclosure

Every procurement record must include a disclosure by Bidders regarding non-responsibility determinations within the past four (4) years based on: (i) impermissible contacts or other violations of SFL § 139-j; or (ii) the intentional provision of false or incomplete information to a governmental entity. (Note: To satisfy the requirement regarding Bidder's disclosure, the governmental entity must specifically request information regarding prior findings of non-responsibility for violations of SFL § 139-j. A general request for prior findings of non-responsibility is not sufficient.) In addition, any procurement contract award shall contain a certification by the Bidder that the information provided to the procuring entity was complete, true, and accurate.

Contract Clause / Termination Provision

OPWDD is authorized to terminate the contract if the certification (see preceding paragraph) is found to be intentionally false or intentionally incomplete, as contained in Appendix A – Standard Clauses for All New York State Contracts.

Agency Policy and Prohibitions Regarding Permissible Contacts SFL § 139-j restricts contacts by Bidders with any governmental entity regarding procurement contracts. Subject to certain exceptions set forth in SFL § 139-j(3), contacts between Bidders and governmental entity personnel, other than the governmental entity's designated contact person(s), are prohibited during the restricted period of the governmental procurement.

The statute requires that "every governmental entity shall incorporate a summary of the entity's policy and prohibitions regarding permissible contacts during a governmental procurement" and a copy of the

governmental entity's procedures be included in the solicitation or Bid documents for all procurement contracts. The statute further requires that if a member, officer, or employee of a governmental entity becomes aware that a Bidder has violated the permissible contacts provisions of the law, such person shall immediately notify the Ethics Officer, Inspector General, or other official of the procuring governmental entity responsible for investigation of such violations.

Affirmation of Compliance

All Bidders must provide a written affirmation that the Bidder understands and agrees to comply with the governmental entity's procedures relating to permissible contacts during the restricted period. See Section 1.7 of this RFQ for the OPWDD designated contact.

Record of Contacts

For each procurement contract, SFL § 139-k requires that all contacts between a Bidder and a governmental entity during the restricted period be recorded and made a part of the procurement record.

6.6. 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 L – 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 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 RFQ is 0% for RFQNYS 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 Veteran's 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 RFQ is {0% for RFQ}

6.7. Encouraging Use of NYS Businesses in Contract Performance

Bidders are strongly encouraged and expected to consider New York State businesses in the fulfillment of the Contract resulting from this RFQ. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. The Attachment 4A – Encouraging Use of New York State Businesses form must be completed and submitted with the Administrative Proposal.

6.8. Consultant Disclosure Legislation

Bidders must comply with the requirements of SFL § 163(4)(g), which imposes certain reporting requirements on Contractors doing business as Contractors with New York State. In accordance with these reporting requirements, Bidders will complete and submit Attachment 8A – Consultant Disclosure Reporting Requirements (Form A) only with the Administrative Proposal. Instructions for completing and submitting Form B is included in Attachment 8.

Appendix I – Consultant Disclosure Reporting Requirements (Form B) must be submitted by the awarded Bidder by May 15th for each fiscal year (April 1 – March 31) that the Contract term is in effect. Instructions for completing and submitting Form B is included in Appendix I.

While the Planned Employment Report (Form A) is a one-time projection of the planned employment under the upcoming Contract term, the Annual Employment Report (Form B) is a reporting of the actual employment history for the previous fiscal year.

6.9. Conflicts of Interest

Throughout the procurement process, Bidders must identify and bring to the attention of OPWDD actual or apparent conflicts of interest, 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 COELIG investigation or disciplinary action, a brief description must be included indicating how any matter was resolved or whether it remains unresolved.

Attachment 9 – Vendor Assurance of No Conflict of Interest or Detrimental Effect form must be completed and submitted with the Administrative Proposal.

A Bidder's proposal will be subject to disqualification, in the sole discretion of OPWDD, if OPWDD determines that the organization (including its 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 RFQ will have an ongoing obligation to inform OPWDD of any actual or apparent conflicts of interest. A failure to disclose conflicts of interest after an award may result in administrative actions including, but not limited to, termination of the contract.

6.10. Executive Order No. 177 Certification

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 on the basis of 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 15 – Executive Order No. 177 Certification must be completed and submitted with the Administrative Proposal.

6.11. Sexual Harassment Prevention Policy Certification

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 its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law. Attachment 14: Sexual Harassment Prevention Policy Certification must be completed and submitted with the Administrative Proposal.

6.12. Tax Law Section 5-A

The Bidder awarded a Contract pursuant to this RFQ must comply with the requirements of Tax Law § 5-a, which requires persons awarded contracts valued at more than $100,000 with state agencies, public authorities, or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A Contractor, affiliate, subcontractor, or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person has made sales delivered within New York State of more than $300,000 during the relevant period. The OSC or other responsible approver cannot approve the Contract unless the Contractor is registered with the New York State Department of Taxation and Finance to collect sales and compensating use taxes.

The Contractor Certification forms, ST-220-TD and ST-220-CA, must be filed in compliance with Tax Law § 5-a. Any Bidders submitting a proposal under this RFQ must file the ST-220-TD directly with the Department of Taxation and Finance at the address provided on the form and submit the ST-220-CA to OPWDD.

Bidders can visit the New York State Department of Taxation and Finance website to download the forms and obtain more information at: Numerical list by form number: ST-55 through Y-206 (ny.gov)

Bidders may call Tax and Finance at 1-800-698-2931 for Contractor sales tax information. For additional information and frequently asked questions, please refer to Tax's web site: http://www.tax.ny.gov/.

Bidders may call Tax and Finance at 1-800-972-1233 for questions relating to Tax Law § 5-a and relating to a company's registration status with Tax and Finance. For additional information and frequently asked questions, please refer to Tax's web site: http://www.tax.ny.gov/.

6.13. Executive Order No. 16 Prohibiting Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

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 here: No. 16: Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia | Governor Kathy Hochul (ny.gov).

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 16: Certification Under Executive Order No. 16 must be completed and submitted with the Administrative Proposal.

6.14. 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 the 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 Bidder'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 here: vendor-form-ac3237s-fe.pdf (ny.gov)

6.15. Subcontractors

The Bidder is wholly and solely responsible for all actions performed and products provided by their subcontractors.

Subcontractors must not be OPWDD service providers and are also subject to the conflict-of-interest provisions located in Section 6.10 of the RFQ.

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 its own Vendor ID (not the contractor's). If the subcontractor doesn't have one, the subcontractor will need to fill out the W9 form listed on the library of attachments give it to OPWDD to request a Vendor ID on its behalf.

6.16. 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 contractors on contracts with non-government entities and governmental units other than the State of New York.

Assessing the diversity practices of contractors enables 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 practical, feasible, and appropriate. Attachment 19: Diversity Practices Questionnaire must be completed and submitted with the Administrative Proposal.

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 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, the fact 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 by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

7.1. Commercial General Liability

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.

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)

7.2. 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.

7.3. 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 at the Workers' Compensation Board's website, which can be accessed through this link: http://www.wcb.ny.gov.

7.4. Additional Insurance Requirements

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, policies of insurance as set forth below, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York with an A.M. Best Company rating of A 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; provided that nothing herein shall be construed to require the Agency to accept insurance placed with a non-authorized carrier under any circumstances.

The Contractor shall deliver to OPWDD evidence of such policies in a form acceptable to OPWDD within ten (10) days of notification of award, or the Bid will be subject to dismissal without further review. These policies must be written in accordance with the requirements as written in **Appendix E Insurance Requirements** within the Contract Boilerplate, as applicable. The Contractor must comply with these requirements to remain responsible under the terms of the Contract.

7.5. General Conditions

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

- Coverage Types and Policy Limits: The types of coverage and policy limits required from the Contractor are specified in **Appendix E Insurance Requirements,** of the contract boilerplate.
- 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 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Agency prior to the policy's expiration or cancellation.
- 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. Certificates shall be mailed to:

  NYS Office for People With Developmental Disabilities
  Contract Management Unit – 5th Floor
  44 Holland Avenue
  Albany, NY 12229

- Unless otherwise agreed, policies shall be written to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for nonpayment as required by law to OPWDD, Attn: Contract Management Unit – 5th Floor. Albany, NY 12229.

In addition, if required by OPWDD, the Contractor shall deliver to OPWDD within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

- Certificates of Insurance shall:
  - Be in the form approved by OPWDD.
  - 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 ELANY Affidavit, and
  - Be signed by an authorized representative of the insurance carrier or producer.
  - Original, copies, faxed, and electronic documents (Certificates of Insurance, Supplemental Insurance Certificates and other attachments) will be accepted.
- Primary Coverage: All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OPWDD for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Any other insurance maintained by OPWDD shall be excess of and shall not contribute with the Contractor's insurance regardless of the —other insurance clause contained in the Agency's own policy of insurance.
- Policy Renewal/Expiration: At least two (2) weeks prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to OPWDD than the expiring policies shall be delivered to OPWDD in the manner required for service of notice in the Certificates of Insurance / Notices paragraph above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to OPWDD, the Contractor shall immediately cease work on the program. The Contractor shall not resume work on the program until authorized to do so by OPWDD. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to OPWDD, shall not give rise to a delay claim or any other claim against OPWDD. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to OPWDD, OPWDD may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the Contractor, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.
- Self-Insured Retention / Deductibles: Certificates of Insurance must indicate the applicable deductible / self-insured retention on each policy. For Construction contracts – General, Environmental, and/or Builders' Risk deductibles or self-insured retentions above $100,000 are subject to approval from OPWDD. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.
- Subcontractors: Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to OPWDD.

7.6. Indemnification, Limitation Of Liability

Indemnification: The Contractor shall be fully liable for the actions of its agents, officers, employees, partners, or subcontractors and shall defend and indemnify fully and save harmless OPWDD and the State from third party suits, actions, damages, and costs of every name and description relating to bodily injury and damage to real or tangible personal property to the extent caused by the negligence or willful misconduct of the Contractor, its agents, officers, employees, partners, or subcontractors while engaged in the performance of the services, without limitation, provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of OPWDD. The Contractor shall indemnify and hold OPWDD harmless from any loss or damage to OPWDD resulting from the violation by the Contractor, its agents, officers, employees, partners, and subcontractors of the State and OPWDD security procedures or policies resulting from any criminal acts committed by the Contractor's officers, agents, employees, and subcontractors while providing services under the Contract.

Notwithstanding the foregoing in this section, in no event shall the Contractor's indemnification or save harmless or hold harmless obligations include the Contractor paying for "cover costs", or the costs of replacement technologies for OPWDD.

Indemnification for Intellectual Property Infringement: The Contractor shall indemnify, defend, and hold OPWDD harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees and legal fees), claims, judgments, liabilities, and costs that may be assessed against OPWDD in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret, or other third-party proprietary right in relation to the services, products, documentation, or deliverables furnished or utilized by Contractor under this Contract, provided that OPWDD shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle, or defend such action, claim, or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, OPWDD may require Contractor, at contractor's sole expense, to submit such information and documentation, including formal patent attorney opinions, as OPWDD shall require. This paragraph shall not apply to that portion of any infringement claim that results from a material modification by OPWDD, without Contractor's approval, of any products, documentation, or deliverables furnished or utilized by Contractor pursuant to this Contract. Notwithstanding the foregoing, OPWDD reserves the right to join such action, at its sole expense, when it determines that there is an issue involving a significant public interest. This section is not subject to the limitation of liability provisions of the Contract.

Limitation of Liability: For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability under the Contract for direct damages shall be limited to the greater of the following: (i) $1,000,000.00; or
(ii) two times the amounts paid to the Contractor under the Contract during the 12 months of the Contract term that precede the giving of notice of the claim by OPWDD. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to OPWDD. Unless otherwise specifically enumerated herein, neither party shall be liable for any incidental, punitive, consequential, indirect, or special damages of any kind that may result directly or indirectly from the performance of this Contract, including, without limitation, damages resulting from loss of use or loss of profit by OPWDD, the Contractor, or by others, however caused, and regardless of the theory of liability, even if such party has been informed of the possibility of such damages. The limitations of liabilities, disclaimers of warranties, exclusivity of remedies, and other limitations are an essential element of the bargain between the parties (without which the transactions contemplated by this agreement would not occur) and will apply even if a remedy fails in its essential purpose.

No Indemnification: OPWDD does not agree to any indemnification provisions that require OPWDD to

indemnify or save harmless the Contractor or third parties.

8. PROPOSAL SUBMISSION REQUIREMENTS

8.1. Specific Requirements

8.1.1 Bidders must submit a complete response to this RFQ that satisfies the requirements set forth in **Attachment 1: Attestations / Checklist (Administrative Proposal Submission)**. 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 RFQ. 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 by 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 determination of a nonresponsive proposal. Responses to complex RFQ 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 RFQ 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 included in the Library of Attachments, which will be included with the RFQ. 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 and OPWDD. Please refer to Section 8.4 Packaging of Proposal for more information on how to package the proposal:

ATTACHMENT 1 - Document Submission Checklist and Attestation

ATTACHMENT 2 - Bid Quote Sheet / Cost Proposal

EXHIBIT 2A - Reserved

ATTACHMENT 3 – Contractor Information Sheet

ATTACHMENT 4 – Encouraging the Use of New York Subcontractors and Suppliers

ATTACHMENT 4A - Business usage form

ATTACHMENT 5 - Non-Collusive Bidding Certification

ATTACHMENT 6 - Reserved

ATTACHMENT 7 - Vendor Responsibility Questionnaire Certification

ATTACHMENT 8 - Consultant Disclosure Reporting Requirements - Contractor Instructions

ATTACHMENT 8A - FORM A

ATTACHMENT 9 – Vendor Assurance of No Conflict of Interest or Detrimental Effect

ATTACHMENT 10 - Procurement Lobbying Law Certification of Compliance

ATTACHMENT 11 – Reserved

ATTACHMENT 12 – Reserved

ATTACHMENT 12A – Reserved

ATTACHMENT 13 - Reserved

ATTACHMENT 13A - Reserved

ATTACHMENT 14 – Sexual Harassment Prevention Certification

ATTACHMENT 15 - Anti-Discrimination Certification

ATTACHMENT 16 – Businesses Conducting Business in Russia

ATTACHMENT 17 - Training Plan Summary

ATTACHMENT 18 - Technical Proposal Response Form

ATTACHMENT 19 – Reserved

8.3. Late Submissions

Bidders assume all risks for timely, properly submitted deliveries. The time of Bidder Submission receipt is determined by OPWDD according to the clock located at the address provided in Section 1.7 of this RFQ. Bidders are strongly encouraged to arrange for delivery of proposals to OPWDD prior to the proposal due date and time provided in Section 1.6 of this RFQ.

Bids must be received at the location designated in Section 1.7 of this RFQ at or before the proposal due date and time established in Section 1.6 of this RFQ. Any Bid received at the designated location after the established time will be considered a late Bid. A late Bid may be rejected and disqualified from award.

All proposals must be submitted and received by the proposal submission date and time specified in Section 1.6 of this RFQ. Proposals received after the proposal submission deadline shall be rejected.

Faxed proposals and electronic submissions will not be accepted. Bidders must not encrypt or protect proposals.

8.4. 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. See the Contract Boilerplate, Section 11 Public Information and 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.

A Bidder making a physical submission is required to include a USB flash drive with redacting of proprietary information and clearly labeled as such per Section 8.5.2 of this RFP. A Bidder making an electronic submission must include an email attachment with the redacting of proprietary information; the attachment must be clearly named to avoid any confusion.

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.

8.5. Packaging of Proposal

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.

Proposals may be submitted physically or via email. Physical submission must be made by U.S. mail, delivery service, independent courier, or hand delivery to the OPWDD building at the address given in Section 1.7. Electronic submission must be made to procurement@opwdd.ny.gov.

Physically submitted proposals must be on USB flash drives containing searchable PDF or Excel files as required per this RFP for each one of the proposal sections described in Sections 4-6 of this RFP. Bidders additionally may include a printed hard copy as desired. Should a disparity be found between any paper document and any electronic document, the electronic document shall be deemed the ruling document.

Electronically submitted proposals should include all required documents as three direct attachments to the email, presenting the Administrative Proposal, the Technical Proposal, and the Cost Proposal as individual elements. Proposals submitted with links to external cloud storage systems for downloading will not be accepted.

All USB flash drives must be unencrypted. Failure to provide them unencrypted may result in disqualification. Similarly, **email submissions must not be password protected or encrypted in any way**.

OPWDD must receive complete proposals on or before the proposal due date and time as indicated in Section 1.3 of this RFP. If proposal packaging labels are not sufficient to identify the contents, OPWDD reserves the right to open packages for the purpose of identifying the source and contents of the package.

All proposals and accompanying documentation become the property of OPWDD and ordinarily will not be returned.

8.5.1. Physical Submission:

Three separately sealed envelopes containing the following elements must be submitted and labeled as follows:

Administrative Proposal / Bidder Name / Solicitation Number

- 1 USB flash drive containing all attachments required in Section 8.2

Technical Proposal / Bidder Name / Train the Trainer for Workforce Development and Morale

- 1 USB flash drive containing:
  - Any proposal redactions as described in Section 8.4 of this RFP
  - Attachment 17 - Training Plan Summary
  - Attachment 18 - Technical Proposal Response Form

Cost Proposal / Bidder Name / Solicitation Number

- 1 USB flash drive containing Attachment 2 - Bid Quote Sheet / Cost Proposal

Combined Package

All three separately sealed envelopes may be combined into one package for mailing. It must be clearly indicated on the outside of the package that a proposal is enclosed. The proposal response must include the Bidder's street address. Proposals with a post office box must include a street address. Complete proposals must have a label on the outside of the package that states the following:

PROPOSAL ENCLOSED (bold, large print, all capital letters)

Title of RFP: Train the Trainer for Workforce Development and Morale
Bidder's Name and Address:
Proposal Submission Date:

Bidder should transmit proposals in a form such that a receipt is obtained indicating the date and time of delivery and recipient.

Physical submissions must be sent by U.S. Mail, by courier, or by delivery service (e.g., FedEx, UPS, etc.) in a sealed package to the attention of Jennifer DeDonatis at the address provided in Section 1.7 of this RFP. Proposals may also be hand-delivered as outlined in Section 8.6.

8.5.2. Electronic Submission:

One email with three separate email attachments (more as needed) containing the following elements must be submitted and labeled as follows:

Admin/Bidder Name/Train the Trainer for Workforce Development and Morale

All attachments required in Section 8.2 combined into a single pdf

Tech/Bidder Name/Train the Trainer for Workforce Development and Morale

- 1 document including Attachment 17 – Training Plan Summary and Attachment 18 – Technical Proposal Response Form
- Any proposal redactions as described in Section 8.4 of this RFP should be a separate attachment, clearly named as such

Cost/Bidder Name/Train the Trainer for Workforce Development and Morale

- Attachment 2 – Bid Quote Sheet / Cost Proposal (Excel document), which must be kept separate from any other documents submitted as part of the Cost Proposal (all documents other than Attachment 2 should be combined into one document)

8.6. Building Access Procedures for Hand Deliveries

To access the OPWDD office building, all visitors must enter through the main entrance at the front of the building and present photo identification at the security desk and comply with all requirements and procedures applicable to visitors. Bidders who intend to hand-deliver proposals or utilize independent courier services should allow extra time to comply with these procedures. Bidders hand-delivering their proposals should ask the security personnel at the security desk to call the Contract Management Unit at 518-474-3796. Building access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

9. AWARD

9.1. Method of Award

RFQs will be evaluated and scored based upon the criteria set forth in this Section. The RFQs will be evaluated based on Best Value with Technical and Financial scoring. Best Value means that the proposal that optimizes

quality, cost, and efficiency among responsive and responsible Bidders shall be selected for award (State Finance Law, Article 11, Section 163). The evaluation process will be conducted in a comprehensive and impartial manner. The technical score will represent 70% of the Total Score, with the financial score representing 30%. The written narratives for each requirement will be used as the technical proposal, and the Request for Quote – Financial Response will be used for the financial.

All RFQ proposals received shall be subject to an evaluation by OPWDD, assisted by such other personnel as deemed appropriate, for the purpose of selecting the bidder with whom an agreement will be negotiated. The bidder scoring the highest in overall points will be awarded the contract.

A committee of New York State employees will evaluate each responsive proposal for items listed in Section 9.3 below.

One group of reviewers will evaluate the Technical Evaluation, as per Section 9.3, while a separate group of OPWDD staff members will evaluate the Cost Proposals and Administrative Proposals of responsive bidders. Please refer to Section 9.4, Cost Evaluation for scoring information; refer to Section 9.2 for the Administrative Evaluation information.

The cost proposal points will be added to that respective bidder's technical score. The bidder having the highest score will be ranked number one; the bidder with the second highest total score will be ranked number two, and so on. In the event of a tie, the proposal with the lowest cost will be awarded.

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 at 70%.
3. The Cost Proposal will be weighted at 30%.

An evaluation committee (the "Committee") will be designated and will be comprised of OPWDD staff. 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 RFQ and submission requirements outlined in Section 8 of this RFQ 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, in his/her sole discretion, may accept or reject illegible, incomplete, or vague Bids and his/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 Proposal Evaluation (Pass/Fail)

After the proposal opening, each proposal will be screened for completeness and conformity with the proposal submission requirements as outlined in Section 8 of this RFQ. Bidders should utilize the Attachment 1:

Attestations / Checklist (Administrative Proposal submission) to ensure the required documents are included in their submission. 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, and the Bidder will be notified accordingly.

Submitted proposals will be evaluated on a pass/fail basis to determine whether the Bidder satisfies the RFQ's Minimum Qualifications specified in Section 1.3 of this RFQ. Proposals that fail to meet the minimum qualifications and the required attestations will be deemed nonresponsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals will proceed to the Technical and Cost Proposal evaluations. Bidders may still be disqualified if it is later determined that the Bidder did not meet all RFQ minimum qualifications and therefore should not have qualified to move on to the Technical and Cost 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 Sections 4.1 to 4.3 of this RFQ. Final technical scores will be determined by averaging the Technical Evaluators' scores to calculate the score for each responsive Bidder.

Technical requirements for scoring:

- Section 4.1: Curriculum and Training Plan (max 30 points)
- Section 4.2: Education, Experience, and Expertise (max 35 points)
- Section 4.3: Quality And Completeness Of Proposal (max 5 points)

9.4. Cost Evaluation (30 Points)

Bidder's Cost Proposals will be scored by the fiscal evaluators, separately from the Technical Proposal. The cost proposal evaluation will be based on the grand total of meeting the deliverables as outlined in Section 5 of this RFQ. If a Cost Proposal is found to be nonresponsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Bidder with the lowest price will be awarded the full points allocated to the Cost Evaluation. The score for each of the remaining Bidders will be proportionate to the lowest Bidder. The formula for the evaluation of the other Bidder's cost will be (lowest cost Bidder / Bidder being evaluated cost) x maximum points.

9.5. Final Composite Score

A final composite score will be calculated by combining the Technical Proposal score and the Cost Proposal score. The proposals will be ranked based on the combined scores. The Bidder with the highest score may receive a tentative award, subject to successful contract negations.

Should more than one Bidder obtain the same total score, the tie will be broken using the Cost Proposal score. When price and other factors are found to be substantially equivalent, OPWDD will select the winning Bidder at its sole discretion.

9.6. Notification of Award

The tentative awardee will be advised of selection by OPWDD through the issuance of a formal written correspondence indicating a 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 will be expected to sign a contract with OPWDD. This RFQ will be incorporated in its entirety into the final contract as Appendix J, Solicitation Documents. Appendix A, Standard Clauses for New York State Contracts, becomes part of all New York State contracts and is incorporated into the Contract.

9.8. Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons their Bid did not result in an award. A debriefing shall be requested by an unsuccessful Bidder within fifteen (15) calendar days of release by OPWDD of a notice in writing or electronically that the Bidder's proposal is unsuccessful. The purpose of the debriefing is to provide information to each 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 Bidders 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 are errors or omissions in the procurement process, or who otherwise has been aggrieved in the drafting or issuance of a Bid solicitation, proposal evaluation, Bid award, or contract award phases of the procurement, may present a formal complaint to OPWDD and request administrative relief concerning such action ("formal protest").

A formal protest must be submitted in writing to OPWDD to: marc.l.kleinhenz@opwdd.ny.gov. A formal protest must Identify the name of the RFQ and the award date and 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 its 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 its 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 RFQ;
- withdraw the RFQ at any time, at OPWDD's sole discretion;
- make an award under the RFQ, in whole or in part;
- disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFQ;
- 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 RFQ;
- amend the RFQ 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 RFQ, 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 1.8 of this RFQ; 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 RFQ 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 RFQ amendments;
- change any of the scheduled dates;
- eliminate any mandatory, non-material 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 RFQ 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;
- reject, at its sole discretion, illegible, incomplete, or vague Bids; and
- resolicit offers from the Bidder community by republishing and readvertising this RFQ at any time.

Also, 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 RFQ.