NEW YORK STATE | Office for People With Developmental Disabilities

Request for Applications

RFA OPD-2025-49

Regional Disability Health Clinics Program

SFS Event ID: OPD-RDHC-1

Application Due Date: November 5, 2025

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1. INTRODUCTION

1.1. Issuing Office

The Office for People With Developmental Disabilities (OPWDD) is the New York State (NYS) executive agency responsible for the provision, regulation, coordination and oversight of services to people with developmental disabilities eligible for services in NYS.

OPWDD provides services and supports through a network of approximately 500 voluntary provider agencies and directly through state-operated programs with about 80% of services delivered by voluntary provider agencies and 20% delivered by state-operated programs. OPWDD certifies over 450 Article 16 clinic locations across NYS that provide diagnostic and treatment services principally to people with developmental disabilities. Services delivered by Article 16 clinics include, but are not limited to, dental, medical, podiatry, psychiatry, nursing, psychology, social work, occupational therapy, physical therapy, speech and language pathology, and dietetics/nutrition. The Department of Health (DOH), under the statutory authority of Article 28, has regulatory oversight of hospital off-campus sites, known as hospital extension clinics, and free-standing clinics, known as diagnostic and treatment centers (D&TCs) under Title 10 NYCRR, Section 751. Additionally, two federally defined facility types are both licensed under Article 28:

- Federally Qualified Health Centers (FQHCs) are community-based health care facilities designated by the Federal Government that provide comprehensive primary and preventative care to people of all ages. FQHCs are designed to serve underserved populations and play a crucial role in ensuring that essential health services are accessible to those in need (https://www.cms.gov/Regulations-andGuidance/Guidance/Manuals/downloads/som107ap_g_rhc.pdf).

- Rural Health Centers (RHCs) are facilities that provide essential healthcare services to rural populations, and offer a variety of services, including primary care, lab services, mental health and behavioral health services, and hospice care (https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/som107ap_g_rhc.pdf).

People with developmental disabilities commonly lack basic or equitable access to quality health care, are less likely to have a doctor and are twice as likely as those without a disability to skip or delay medical care. Lack of provider training and expertise; physical, communication, and structural barriers; and bias and discrimination among health care professionals toward people with developmental disabilities often affects service access and quality of care. As a result, people with developmental disabilities are more likely to have poor health outcomes. This is true even when regular preventive care, like dentistry, would normally lead to improved health and a reduction of long-term health care costs and hospitalizations. To increase access to healthcare and support better health outcomes for people with developmental disabilities, OPWDD has developed the Regional Disability Health Clinic Program (RDHCP) to provide grants for capital projects at Article 16 clinics and Article 28 clinics, including FQHCs and RHCs. The total amount available to fund capital projects under this initiative is twenty-five million dollars.

1.2. Purpose

The goal of the Regional Disability Health Clinic Program (RDHCP) is to improve health care for people with developmental disabilities by increasing access to care and better coordinating and integrating services. The RDHCP will provide grants in support of capital projects to expand access to quality health care for people with developmental disabilities by reducing accessibility barriers and increasing access to healthcare services, including medical, dental and other physical health services such as those provided at Article 16 Clinics (e.g., dental, medical, nursing, physical therapy, occupational therapy, speech and language pathology) and Article 28 Clinics (e.g. medical, dental, nursing).

1.2.1. Priority Areas for Funding

The RDHCP is expected to fund a wide variety of capital projects and encourages applications that address any relevant, substantive community need for health care services for people with developmental disabilities. However, in accordance with Section 9 of this RFA, if available funds are not sufficient to support all “Good” applications (see Section 9 for

evaluation details), OPWDD may give preference to applications for projects that align with agency-determined priority areas listed below.

The following have been identified as priority areas for funding under this RFA:

1.2.1.1. **Addition, expansion or enhancement of dental services to a clinic, particularly in areas that lack dental services or where people with developmental disabilities are underserved**. As many people with developmental disabilities go months to years without proper dental care, the addition of dental services where services are lacking or where people are underserved would help to reduce disparities in health equity and allow access to much needed dental health care services. Expansion or enhancement of existing dental services for people with developmental disabilities may include but is not limited to changing dental treatment rooms so they are large enough to accommodate specialized patient equipment, lifts that can safely transfer people to dental chairs, bariatric dental chairs, dental chairs that can be easily moved to allow for wheelchair access or to accommodate a stretcher, or equipment to offer sedation.

1.2.1.2. **Changes to physical plant/space to better accommodate wheelchairs**. People with developmental disabilities more commonly have health conditions such as seizures and metabolic disorders including diabetes and the physical conditions associated with these disorders, that may require use of a wheelchair. Wheelchair accessibility upgrades include but are not limited to modified exam tables, lifts, and wider doorways, hallways, exam rooms, bathrooms and waiting rooms.

1.2.1.3. **Changes to physical plant/space to create sensory-friendly spaces**. This may include, but is not limited to, minimizing bright and harsh lighting, controlling noise levels using sound-absorbing materials or creating separate waiting spaces with fewer people, the addition of physical and/or visual cues, pictures or models for enhanced understanding, and specialized or advanced medical equipment for those who may not tolerate traditional examination procedures.

1.2.1.4. **Additions or enhancements to improve access to specialty physical health services in healthcare deserts**. People with developmental disabilities may live in areas of the state with limited or no access to needed specialty physical healthcare services, or “healthcare deserts”. Specialty physical health care services include but are not limited to audiology, podiatry, physical medicine and rehabilitation such as occupational therapy, physical therapy and speech and language pathology, and neurology. These healthcare deserts arise due to a combination of physician and practitioner shortages especially in rural areas, shortages of specialists who accept Medicaid, lack of interest, knowledge and experience to treat people with developmental disabilities, and clinic inaccessibility due to location or physical structure. Reducing healthcare deserts is critical to improving health equity for people with developmental disabilities.

1.3. Applicants

1.3.1. Minimum Qualifications

Any Applicant must meet the minimum qualifications listed below to receive funding under this RFA. Information demonstrating these qualifications must be incorporated into the Administrative Application response. The Applicant must attest to these qualifications in **Attachment 1: Document Submission Checklist and Attestations** as required in Section 4.1 of this RFA.

1.3.1.1. The Applicant must be a:

1.3.1.1.1. Clinic Treatment Facility certified or licensed under Article 16 of the Mental Hygiene Law (MHL),

1.3.1.1.2. Diagnostic and Treatment Center licensed under Article 28 of the Public Health Law (PHL), excluding end-stage renal disease facilities and ambulatory surgery centers,

1.3.1.1.3. Federally Qualified Health Center (FQHC) licensed under Article 28 of the Public Health Law (PHL),

1.3.1.1.4. Rural Health Center (RHC) licensed under Article 28 of the Public Health Law (PHL), **or**

1.3.1.1.5. Hospital extension clinic (off-campus site) licensed under Article 28 of the Public Health Law (PHL).

1.3.1.2. The Applicant must be a not-for-profit organization.

1.3.1.3. The Applicant must provide a current, valid copy of a New York State Operating Certificate for the relevant Article 16 or 28 location.

1.3.1.4. The Applicant must not be on the OPWDD Early Alert list (https://opwdd.ny.gov/providers/early-alert).

1.3.1.5. The Applicant must prequalify through the Statewide Financial System (SFS) by the application due date and time.

1.3.2. SFS Prequalification Requirement

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

Applications received from not-for-profits who have not been prequalified by the Application Due Date specified in Section 1.4 of this RFA will not be able to submit their Application response through SFS.

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

1.4. Calendar of Events

RFA Release Date	September 11, 2025
Email Registration for Pre-Application Conference	September 17, 2025
Pre-Application Conference	September 19, 2025
Deadline for Submission of Questions	September 25, 2025
Issuance of Responses to Questions	October 8, 2025
Application Due Date	**November 5, 2025, by 4:00 p.m. ET**
Anticipated Notification of Tentative Award	February 2, 2026
Anticipated Contract Start Date	March 1, 2026

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

This opportunity is available in the Statewide Financial System (SFS) and can be found by searching for SFS Event ID: OPD-RDHC-1. Applicants interested in participating in this program must apply via SFS.

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

1.5. Designated Contacts

OPWDD identifies the following designated contacts for communications related to the submission of questions, applications, and requests for de-briefings.

Primary Contacts	**Secondary Contacts**
Graciela Martin / Allison Giese Contract Management Unit NYS Office for People With Developmental Disabilities 44 Holland Ave. Albany, NY 12229 OPWDDGrants@opwdd.ny.gov	Alexander Rosney / Marc Kleinhenz Contract Management Unit NYS Office for People With Developmental Disabilities 44 Holland Ave. Albany, NY 12229 OPWDDGrants@opwdd.ny.gov

1.6. Pre-Application Conference

1.6.1 Applicants may participate in the Pre-Application Conference as scheduled in Section 1.4, Calendar of Events, of this RFA. To participate, Applicants must:

1.6.1.1. Notify OPWDD of their intent to participate via email to OPWDDGrants@opwdd.ny.gov, no later than the registration due date listed in Section 1.4 of this RFA. The registration email must reference the title of this RFA in the subject line.

1.6.1.2. Provide the following information in the registration email:

1.6.1.2.1. Current mailing address, email address, and telephone number(s) for the person who will be the Applicant's designated point of contact throughout the duration of this RFA.

1.6.1.2.2. Current mailing address, email address, and telephone number(s) of the individuals who will be participating in the Pre-Application Conference call.

1.6.2. Applicants must send notification of all changes related to the point of contact provided in the email registration to OPWDDGrants@opwdd.ny.gov. OPWDD is not responsible for any miscommunications that occur throughout this RFA because of the Applicant's failure to provide notification of changes in the point of contact information.

1.6.3. Participation in the Pre-Application Conference will be done via Webex. Webex details will only be provided to Applicants who submit an email registration.

1.6.4. The goal of the Pre-Application Conference is to provide an overview of the current project. Applicants may submit questions during the Conference. All questions submitted and their responses will be made available in writing to all applicants by the date listed in Section 1.4 of this RFA. Questions will not be answered during the Conference.

1.7. Questions and Answers

Questions from Applicants regarding this RFA must be received by OPWDD in accordance with the Deadline for Submission of Questions included in the Calendar of Events, Section 1.4 of this RFA. All questions must be submitted via electronic mail to the designated contact(s) at OPWDDGrants@opwdd.ny.gov as stipulated in Section 1.5 of this RFA.

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

1.7.2. Any question or inquiry regarding the RFA must be written in generic terms and must not contain pricing information. The inclusion of specific information about an Applicant's Budget Application in an inquiry may result in the Applicant's disqualification.

1.7.3. Applicants must identify, during the question-and-answer period, any terms and conditions in the RFA that would prohibit an Applicant from applying. This process may not be used to negotiate material changes to the terms and conditions set forth in the RFA; any such changes will not be accepted by OPWDD. If an Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFA, the Applicant shall immediately notify OPWDD of such error(s) in writing to the designated contact(s) identified in Section 1.5 of this RFA. If, prior to the application due date as specified in Section 1.4 of this RFA, the Applicant fails to notify OPWDD of a known error or an error that reasonably should have been known, the Applicant shall assume the risk of proposing. If awarded the contract, the Applicant shall not be entitled to additional compensation by reason of the error or its correction. Prior to the application due date, any clarifications or modifications deemed necessary by OPWDD will be posted to the OPWDD website and the NYSCR website provided in Section 1.4 of this RFA.

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

1.8. Announcements and Amendments to the RFA

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

OPWDD's responses to questions and notification of amendments to the RFA, if any, will be in the form of a formal addendum that will be annexed to and become part of this RFA and any ensuing contract. **Applicants must sign and submit each Addendum with their application.** Signed addenda may be attached to and submitted with the Administrative Application pdf.

1.9. Term of Contract

OPWDD may award one (1) or more contracts for one (1) or more responsive and responsible Applicant(s) as a result of this RFA. The term of the contract(s) is anticipated to be up to five (5) years or less, with an **anticipated start date of March 1, 2026**. In accordance with STF § 41, the State shall have no liability under the contract(s) to the Applicant(s) or to anyone else beyond funds appropriated and available for the contract(s). Only no cost extensions may be allowed at the discretion of OPWDD and the Office of the State Comptroller.

Only Eligible Expenses determined allowable under the contract budget and work plan and incurred on or after the start date of the contract may be vouchered for reimbursement. Any obligations assumed by the Applicant prior to execution of the contract are assumed at risk.

OPWDD also reserves the right to revise the award amount as necessary due to changes in the availability of funding.

1.10. Conflicts of Interest

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

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

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

2. SCOPE OF WORK

2.1. Eligible Projects

Eligible Projects are alterations and improvements of property, acquisition of equipment and/or technology and/or other reasonable development costs associated with facilities licensed or certified pursuant to Article 16 of the Mental Hygiene Law or Article 28 of the Public Health Law.

2.1.1. Eligible Expenses

The following expenses are eligible to be funded through this RFA:

2.1.1.1. The planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services.

2.1.1.2. Construction costs.

2.1.1.3. Renovation costs.

2.1.1.4. Asset acquisitions including but not limited to real property.

2.1.1.5. Equipment costs.

2.1.1.6. Costs related to health information technology and/or telehealth, provided that such technology is an "integrated information technology system. An "integrated technology system" is defined, for the purposes of this application, as a project comprised of hardware, software and related consulting costs, wherein the hardware costs represent at least 50% of the total system cost.

2.1.2. Excluded Expenses

The following expenses cannot be funded through this RFA:

2.1.2.1. General ongoing operating costs applicable to day-to-day operations, including:

2.1.2.1.1. Routine supplies,

2.1.2.1.2. Utilities,

2.1.2.1.3. Operating lease payments.

2.1.2.2. Equipment with a useful life of less than three years.

2.1.2.3. Consultants' fees and other expenditures associated with the preparation of Certificate of Need (CON) applications required for the proposed establishment action, construction activity or service expansion.

2.1.2.4. Ongoing, routine maintenance costs related to health information technology projects including but not limited to:

2.1.2.4.1. Training of end-users or any 'help-desk' services or associated costs; and

2.1.2.4.2. Costs/services that go beyond Design, Development, and Implementation and into Operations and Maintenance (i.e., the system is operational, supporting health care operations).

2.1.2.4.3. Software as a Services (SaaS) services post “go-live”.

2.1.2.5. Recurring licensing costs, cloud consumption and/or hosting post “go-live”.

2.1.2.6. Subscription costs with telehealth vendors.

2.1.2.7. Other non-capital startup expenditures, such as data plans, internet connectivity or voice services; and

2.1.2.8. Employees’ salaries and benefits, including those of new staff.

2.2. Outcomes

To receive funding the Application must demonstrate:

2.2.1. How the proposed use of the grant will expand access to quality health care for people with developmental disabilities by reducing accessibility barriers and increasing access to health care services, where health care includes medical, dental and other physical health services such as those provided at Article 16 clinics (e.g., dental, medical, nursing, physical therapy, occupational therapy, speech and language pathology) and Article 28 clinics (e.g. medical, dental, nursing).

2.2.2. The project can be completed within the specified timeframe. Applicants should only apply if they are confident in their capacity and readiness to both spend the funds within the required period and make meaningful, timely impact through their use.

3. APPLICATION REQUIREMENTS

Applications submitted in response to this RFA must be from single entities. See Section 4.16 for subcontracting opportunities.

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

3.1. Application Validity

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

3.2. Accuracy of Application

Applicants are responsible for the accuracy of their applications. All Applicants are directed to take extreme care in developing their applications. Applicants are cautioned to review their applications carefully prior to Application submittal, as requests for Application withdrawals of any type are not likely to be granted. If an Applicant applies ahead of the submission deadline, they may submit an amended application at any time prior to the application due date indicated in the Calendar of Events, Section 1.4. All documents must be submitted as a PDF document.

3.3. Extraneous Terms

Applications must conform to the terms set forth in this RFA. Due to the requirement of uniformity of language in contracts with all Applicants or prospective Contractors, exceptions that materially alter the Terms and Conditions set forth in this RFA will be grounds for rejection of the Application or disqualification of the Applicant. OPWDD reserves the right, at its sole discretion, to determine the materiality of the Applicant’s stated exception.

Acceptance and/or processing of an Application shall not constitute acceptance of extraneous terms. OPWDD will not entertain any exceptions to Appendix A – Standard Clauses for New York State Contracts (*see also Section 9.10.1. of this RFA*).

Any Applicant submissions on standard, pre-printed 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 Application or resulting Contract but shall be deemed included for informational or promotional purposes only.

4. ADMINISTRATIVE APPLICATION

Applicants must be willing to enter into a contract in accordance with the terms of this RFA, inclusive of all appendices, exhibits, attachments, questions and answers, and any amendments or addenda. **Applicants must sign and submit each issued Addendum with their application.** Signed addenda may be attached to and submitted with the Administrative Application pdf.

4.1. Document Submission Checklist and Attestations (Attachment 1)

Applicants must meet the minimum qualifications in Section 1.3. The Applicant must outline how they meet these qualifications in their Administrative Application.

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

4.2. RESERVED

4.3. Non-Collusive Bidding Certification (Attachment 4)

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

4.4. Vendor Responsibility Questionnaire Certification (Attachment 5)

STF § 163 requires that contracts be awarded to a responsive and responsible Applicant. 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, Applicants, affiliates, any business entity of which the Applicant is a subsidiary, and subcontractors (where the subcontractor is known at the time of the contract award, their qualifications are a material factor in the award, and the subcontract will equal or exceed $100,000 over the life of the contract) are required to complete the Vendor Responsibility Questionnaire.

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

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

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

4.5. RESERVED

4.6. RESERVED

4.7. RESERVED

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

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

4.9. RESERVED

4.10. Conflicts of Interest (Attachment 6)

Throughout the procurement process, Applicants must identify and bring to the attention of OPWDD actual or apparent conflicts of interest, as defined in Section 1.10, as knowledge of such conflicts arise.

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

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

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

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

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

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

In accordance with Executive Order No. 177, the Applicant must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals based on their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human

Rights Law. **Attachment 9: Executive Order 177 Anti-Discrimination Certification must be completed and submitted with the Administrative Application.**

4.12. Sexual Harassment Prevention Policy Certification (Attachment 8)

By submission of this Application, each Applicant and each person signing on behalf of any Applicant certifies, under penalty of perjury, that the Applicant has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all their employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law. **Attachment 8: Sexual Harassment Prevention Policy Certification must be completed and submitted with the Administrative Application.**

4.13. RESERVED

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

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

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

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership. **Attachment 10: Certification Under Executive Order No. 16 must be completed and submitted with the Administrative Application.**

4.15. Vendor Identification Number

To do business with the State of New York, each Applicant is required to obtain a NYS Vendor Identification Number for use in the Statewide Financial System (SFS). If an Applicant 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 W-9, which will provide the Contractor's taxpayer identification number, business name, and business contact person, is to allow the State to establish a vendor file in SFS. Note: IRS Form W-9 is not acceptable for this purpose. The NYS Substitute Form W-9 can be found at https://www.osc.ny.gov/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf.

4.16. Subcontractors

The Applicant is wholly and solely responsible for all actions performed by and products provided by their subcontractors. Subcontractors are subject to the conflict-of-interest provisions located in Sections 1.10 and 4.10 of the RFA.

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

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

If the above applies, the subcontractor must submit a separate questionnaire using their own Vendor ID (not the Applicant's). If the subcontractor does not have one, the subcontractor will need to fill out the Substitute W-9 Form available at https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf and provide it to OPWDD to request a Vendor ID on the subcontractor's behalf.

5. TECHNICAL APPLICATION

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

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

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

Applicants must submit their Technical Application by completing Attachments 11 and 12. These attachments must be uploaded to SFS as a PDF document. PDF documents cannot exceed 20 MB.

5.1. Organizational Experience and Statement of Need (Attachment 11)

Applicants are required to submit **Attachment 11: Organizational Experience and Statement of Need,** describing the following:

5.1.1. Organizational Experience and Capacity

5.1.1.1 Provide the Applicant's exact corporate name, board composition, ownership and affiliations, and number of employees.

5.1.1.2. Describe the Applicant's mission and how it is consistent with the goals of this RFA.

5.1.1.3. Describe the size and scope of the Applicant's relevant Article 16 and/or Article 28 clinic, including:

5.1.1.3.1. The total number of people who received assessment and/or treatment services during the most recent 12-month cost reporting year.

5.1.1.3.2. The geographic region served, where geographic region is defined as the service area from which the Applicant's clinic draws at least 75 percent of its patients during the most recent 12-month cost reporting period.

5.1.1.3.3. The types of services currently being delivered (must match authorized services on the relevant Operating Certificate).

5.1.1.4. Describe the Applicant's experience providing services to people with developmental disabilities including:

5.1.1.4.1. The number of people with developmental disabilities, as identified by the Restrictive Exemption (R/E) 95 code, who received assessment and/or treatment services during the most recent 12-month cost reporting year. Include the percent of people served who have a developmental disability out of the total population served.

5.1.1.4.2. The types of services currently provided to people with developmental disabilities. For each service, include:

5.1.1.4.2.1. The total number of people with developmental disabilities receiving the service and the percentage of people receiving the service who have a developmental disability out of the total population receiving the service, as identified by the Restrictive Exemption (R/E) 95 code, in the most recent 12-month cost reporting year.

5.1.1.4.2.2. The length of time the service has been provided.

5.1.1.4.3. Language access services that meet the cultural and linguistic needs of people with developmental disabilities, including but not limited to people who have difficulty speaking, reading or writing in English and/or their native language, people who are hard of hearing or deaf, and people who have low vision or are blind. Include experience producing information in plain language, translating vital information into Top 12 languages spoken in New York State including American Sign Language (ASL), and responding to the communication and cultural needs of people with developmental disabilities.

5.1.1.5. Describe the Applicant's experience working collaboratively with other organizations in the area to provide services to people with developmental disabilities.

5.1.1.6. Describe the Applicant's prior experience completing capital projects to improve health care services (if the Applicant has previously received a DOH Statewide Health Care Facility Transformation Program grant (either as the Contractor or subcontractor) for projects for an Article 16 clinic(s) and/or Article 28 clinic(s), please use that as an example). Where possible, include:

5.1.1.6.1. The Applicant's role (e.g., Contractor, sub-contractor)

5.1.1.6.2. The cost of the project

5.1.1.6.3. The direct impact to people with developmental disabilities on improving access to health care services and/or improving the quality of health care services

5.1.1.6.4. Whether the project was completed on time and met contract deliverables.

5.1.1.6.4.1. If timelines and/or deliverables were not met:

5.1.1.6.4.1.1. Describe barriers and/or reasons.

5.1.1.6.4.1.2. Describe how those barriers were mitigated and/or addressed, and if the same barriers could have an impact on this grant if awarded

5.1.2. Statement of Need

5.1.2.1. Describe the availability of health care services in the community served by the Applicant and any disparities in health care services and/or outcomes for people with developmental disabilities in the community.

5.1.2.2. Identify if the Applicant currently provides health care services that otherwise would not be available to the population of the geographic region due to transportation infrastructure, distance and/or travel times from other like providers.

5.1.2.3. Describe the capability and capacity of the health care community to provide effective health care services to people with developmental disabilities, including identifying specific gaps in health care services for people with developmental disabilities that the Applicant intends to address through funding from this RFA. Health care refers broadly to dental, medical, nursing, physical therapy, occupational therapy, speech and language pathology provided in Article 16 clinics and medical, dental and other physical health services such as those provided at Article 28 Clinics.

5.1.2.4. Identify each gap in health care services that the Applicant will address through funding obtained from this RFA.

5.2. Scope of Work and Work Plan (Attachment 12)

As part of its Application, the Applicant must submit a detailed Work Plan that expands on the Eligible Project and details the activities and approach for producing the deliverables identified within the Scope of Work. See Section 2 above for additional information.

The Work Plan will be used to guide both project execution and project control. The Applicant must complete and submit **Attachment 12: Scope of Work and Work Plan,** including the following:

5.2.1. The Project

5.2.1.1. Describe how people with developmental disabilities (as identified by Restrictive Exemption (R/E) 95 code), including people from minoritized communities, including but not limited to rural, low-income, LGBTQIA+, indigenous nations, new Americans and/or Black Indigenous People of Color (BIPOC), will benefit from the Eligible Project. Provide information on how the Eligible Project will enhance access to specific health care services, quality of care, and/or patient outcomes. Include metrics.

5.2.1.1.1. If the Eligible Project will enable provision of services not currently offered, indicate whether the service is currently authorized (listed on the Operating Certificate) or if the Applicant will need to apply for a revision to the Operating Certificate and/or Certificate of Need.

5.2.1.2. Estimate the anticipated change in number of people with developmental disabilities served and/or the number of assessment and/or treatment services delivered (e.g., paid claims with a Restrictive Exemption (R/E) 95 code) by the Applicant, because of implementing the Eligible Project. Include a description of how the estimated changes were calculated. If awarded, the Applicant may be asked to provide follow-up data related to this question.

5.2.1.3. Describe how the Eligible Project will address any regional gaps in health care for people with developmental disabilities. If relevant, indicate if the Eligible Project will provide services to people with developmental disabilities who would not otherwise have access to those services, including people from minoritized communities, including but not limited to rural, low-income, LGBTQIA+, indigenous nations, new Americans and/or Black Indigenous People of Color (BIPOC).

5.2.1.4. Describe how the Eligible Project would affect the current system or health care provision in the area and any expected changes in relationships between the Applicant, and other providers of services for people with developmental disabilities.

5.2.1.5. Discuss how the Eligible Project will affect the demographics of the population served by the Applicant, including race, age, ethnicity, geographic spread, language preference, and socioeconomic status, with a focus on minoritized communities. If awarded, the Applicant may be asked to provide follow-up data related to this question, such as comparisons between demographics of the population served before completion of the project and demographics of the population served after completion of the project.

5.2.1.6. Describe community engagement activities that contributed to development of the Eligible Project.

5.2.1.6.1. Identify specific community members or interest holders (e.g., people with developmental disabilities, families, caregivers, advocacy organizations, and/or community groups) that were contacted and how they were engaged (e.g., meetings, town halls, forums, etc.). Include each group engaged, the dates of all engagement activities completed specifically for this Application, and whether community members were compensated for their participation.

5.2.1.6.2. Describe how community feedback – as identified above – was incorporated into the Eligible Project.

5.2.1.7. Describe how the community, especially people with developmental disabilities, will be kept informed of progress on the Eligible Project. Include plans for producing information in plain language, translating vital information into the Top 12 languages spoken in New York State including American Sign Language, and responding to the communication and cultural needs of people with developmental disabilities.

5.2.2. Project Timeline

5.2.2.1. Describe the timeline anticipated to achieve implementation of the Eligible Project. This timeline must identify specific milestones and approximate dates of completion for each milestone. The application must also provide:

5.2.2.1.1. Timeframes for any architectural and engineering design and construction necessary to accomplish each phase of the Eligible Project, if applicable.

5.2.2.1.2. Scheduled milestones for the preparation and processing of any application (e.g., Certificate of Need and/or Operating Certificate) necessary to secure OPWDD and/or DOH approval for service revisions, changes in governance, re-locations, or capital construction, if applicable. This information must be included if the Applicant plans to provide services not currently authorized on the Applicant's Operating Certificate.

5.2.3. Reporting Requirements

Progress Reports: The awarded Applicant will be required to make regular progress reports to OPWDD in a form and format determined by OPWDD and based on the needs of the project. Progress reports will contain at a minimum milestone achieved; an account of progress on the work plan; any challenges encountered in carrying out the work; any changes needed to the initially proposed work plan; and an updated timeline for completion of the proposed work.

Final Report: The Applicant shall submit a final report 18 months after completion of the proposed work set forth in **Attachment 12 (Scope of Work and Work Plan)** which, at a minimum, summarizes accomplishments, expenditures, outcomes, outputs, and lessons learned. This is to include reports on changes to output and outcome metrics proposed in Section 5.2.1 before and after completion of the project and any other metrics identified in collaboration with OPWDD.

6. BUDGET APPLICATION

OPWDD's budget review will include an assessment of the cost categories for reasonableness, value, and adaptability. The Applicant must be as specific as possible when describing the anticipated costs associated with each operational element of their Budget Application, provide justifications for each cost, and account for how expenses will be related to health care service provided to people with developmental disabilities.

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

If full funding is not available and the Applicant can accept a lesser amount to implement the program on a smaller scale, the Applicant should describe this their Budget Application form.

Applicants are required to complete and submit their Budget Application on Attachment 13: Budget Application form.

A Budget Application form must be provided for all Eligible Projects. See Section 2.1. Eligible and Excluded Expenses for a full description of Eligible and Excluded Expenses and Disallowed Costs.

All costs must be related to the provisions of this RFA, as well as be consistent with the scope of work, reasonable and cost effective. Justification for each cost must be submitted in narrative form. Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items.

If an Application is awarded and the Applicant underspends the awarded funds, the Applicant will be expected to return the remaining unspent funds.

Expenses in excess of the awarded amount will not be covered or reimbursed.

6.1. Budget Application Form

The Budget Application form must:

6.1.1. Contain a budget narrative: In 250 words or less, summarize the Eligible Project and how it aligns with the goals identified in this RFA, including how the budget supports the Eligible Project. This high-level overview must include the anticipated outcomes, including but not limited to the anticipated increased number of people with developmental disabilities who will have access to health services.

6.1.2. Provide an estimate of the total cost.

6.1.2.1. If relevant, include any other sources and associated amounts of alternative funding necessary to fully fund the Eligible Project including cash, borrowed funds, governmental agencies or other grant funds and sources, along with the amount of this RFA funding requested. If relevant, provide evidence of the commitment of these fund sources. A commitment that is contingent upon receipt of a grant from this RFA is acceptable.

6.1.3. Provide an estimate of the cost for each component of the Eligible Project.

6.1.4. Provide a detailed narrative description of each budgeted item that justifies each expense line.

6.1.4.1. Descriptions must be specific enough to show what the Applicant means by each line item and how the line item supports the overall Eligible Project.

6.1.4.2. If available, include the factors used to determine the reasonableness of each budgeted item such as any standard or benchmark used to determine the expenditure.

6.1.5. Acknowledge the following attestation:

By submitting this application, the Applicant acknowledges that they have read and understood the *Disbursement and Recoupment of Funds Clause* in Section 9.10.2 and the *Not to Exceed* Clause in Section 9.10.3 of this RFA. If awarded, the Applicant affirms its understanding that OPWDD will disburse the awarded funds within thirty (30) days of the Contract execution or thereafter at its sole discretion.

The Applicant affirms its understanding that any awarded amount under the Contract is the maximum funding available. Any expenses exceeding the awarded amount are the exclusive responsibility of the Applicant and OPWDD will not reimburse them.

The Applicant further acknowledges and agrees that OPWDD reserves the right, at its sole discretion, to recoup withhold, and/or demand the return of any funds disbursed in the event of untimely and/or otherwise unsatisfactory performance on part of the Applicant.

Additionally, if an Applicant underspends the awarded amount, the Applicant must return the remaining unspent funds.

6.1.6. Be uploaded into SFS – uploads must be converted from Excel to PDF prior to uploading into SFS. PDF documents must not exceed 20 MB.

7. INSURANCE REQUIREMENTS

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

7.1. Proof of Workers' Compensation Coverage

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

- Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

7.2. Proof of Disability Benefits Coverage

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

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

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

7.3. Additional Insurance Requirements

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

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

8. APPLICATION SUBMISSION REQUIREMENTS

8.1. Specific Requirements

8.1.1. Applicants must submit a complete response to this RFA that satisfies the requirements set forth in **Attachment 1: Document Submission Checklist and Attestations**. Failure to do so may render the Applicant's application non-responsive.

8.1.2. Each Applicant 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. Applicants 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. Applicants should prepare their applications simply and economically, providing a straightforward and concise description of their abilities to satisfy the requirements of this RFA. Applications containing a preponderance of boilerplate text are discouraged. Emphasis in each application should be on completeness and clarity of content.

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

8.1.5. All applications submitted in response to this RFA 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 Applicant for work performed in the preparation and production of an application or for any work performed prior to the formal execution of a Contract or approval by the State Comptroller, if required.

8.2. Required Submission Documents

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

ADMINISTRATIVE APPLICATION ATTACHMENTS

Attachment 1	Document Submission Checklist and Attestations
Attachment 2	Contractor Information Sheet
Attachment 3	Encouraging the Use of New York Subcontractors and Suppliers
Attachment 3A	New York State Business Usage Form
Attachment 4	Non-Collusive Bidding Certification
Attachment 5	Vendor Responsibility Questionnaire Certification
Attachment 6	Vendor Assurance of No Conflict of Interest or Detrimental Effect

Attachment 7	Equal Employment Opportunity Staffing Plan
Attachment 8	Sexual Harassment Prevention Policy Certification
Attachment 9	Executive Order 177 Anti-Discrimination Certification
Attachment 10	Certification Under Executive Order No. 16

TECHNICAL APPLICATION ATTACHMENTS

Attachment 11	Organizational Experience and Statement of Need
Attachment 12	Scope of Work and Work Plan

BUDGET APPLICATION ATTACHMENT

Attachment 13	Budget Application

8.3. Application Redactions – Freedom of Information Law / Trade Secrets

All applications may be disclosed or used by OPWDD to the extent permitted by law. OPWDD may disclose an application to any person for the purpose of assisting in evaluating the application or for any other lawful purpose. All applications 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 application of the successful Applicant and the applications of unsuccessful Applicants 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 applications or portions of a successful Applicant'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 an Applicant may claim as proprietary, copyrighted, or rights-reserved is not necessarily protected from disclosure under FOIL.

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

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

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

The State will not honor any attempt by an Applicant either to designate their entire application as proprietary and/or to claim copyright protection for their entire application.

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

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

All applications 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 an Applicant believes that any information in their Application 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 Applicant must submit with their Application 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 an Applicant to submit with their Application such a letter identifying trade secrets will constitute a waiver by the Applicant 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 Applicant may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Application be kept confidential is not advisable since an Application cannot reasonably consist of all data subject to FOIL proprietary status.

8.4. Deadline for Submission of Applications

All final applications must be received in the Statewide Financial System (SFS) by **4:00 p.m. ET** on the date provided in Section 1.4 of this RFA. **Late applications will not be accepted under any circumstances.** SFS will be locked and will not allow submissions after the due date and time.

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

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

8.5. Application Submission

Applications must be submitted via SFS. Applicants must submit a complete application as outlined in this Section 8 of this RFA. An application that does not comply with these requirements may be deemed non-responsive.

9. AWARD

9.1. Method of Award

Applications determined to comply with the requirements set forth in this RFA and the submission requirements outlined in Section 8 of this RFA will be evaluated based on the following criteria including, but not limited to:

9.1.1. The extent of the Applicant's pre-existing experience serving people with developmental disabilities, including people from minoritized communities – including but not limited to rural, low-income, LGBTQIA+, indigenous nations, new Americans, and/or Black Indigenous People of Color (BIPOC) – people who have difficulty speaking, reading or writing in English and/or their native language, people who are hard of hearing or deaf, and people who have low vision or are blind.

9.1.2. The extent to which there is a demonstrated health care service need in the community related to types of services provided, availability of services, and/or quality of care for people with developmental disabilities.

9.1.3. The extent to which the Eligible Project clearly and convincingly addresses the demonstrated health care services need.

9.1.4. The extent to which the Eligible Project will expand access to quality health care for people with developmental disabilities, including people in minoritized communities.

9.1.5. The extent to which the Applicant demonstrates capability and readiness to complete the Eligible Project within the required period.

9.1.6. The extent of engagement with community members and interest holders – particularly people with developmental disabilities –in the development of the Eligible Project and the quality of how the community will be kept informed of progress.

9.1.7. The extent to which the submitted Budget Application is reasonable and justified per the criteria listed in Section 6.

9.2. Evaluation Process

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

9.2.1. Administrative Review

9.2.2. Preliminary Technical Review

9.2.3. Budget Review

9.2.4. Senior Team Evaluation

9.2.5. Bondability Review

9.2.6. Final Decision

Broadly, in the Administrative Review stage, submitted applications are evaluated on a pass/fail basis to determine whether the Applicant is eligible, and the application is complete. Applications that pass Administrative Review are forwarded for Preliminary Technical Review and Budget Review. Staff and Fiscal Evaluators write reviews of all applications. All applications and their corresponding reviews are forwarded for Senior Team Evaluation. The Senior Team makes recommendations for award and those applications are sent for a Bondability Review to ensure all project costs can be covered by bonded capital. Lastly, the OPWDD Commissioner will make final decisions in consultation with the Department of Health (DOH) Commissioner and with approval of the Director of the Division of Budget (DOB).

OPWDD reserves the right to make changes in the designations of evaluators as necessary. The Commissioner reserves the right to accept or reject any and all Applications, or separable portions of Applications, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, at their sole discretion, may accept or reject illegible, incomplete, or vague Applications and their decision shall be final. A conditional or revocable Application that clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Applicant's conditional or revocable terms in the Application.

9.3. Administrative Review (Pass/Fail)

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

Administrative Review will be conducted by OPWDD and other State agency staff, as determined by the Commissioner.

9.3.1. OPWDD staff will undertake an initial review of all Applications submitted via the Statewide Financial System (SFS) by the date and time posted on the cover of the RFA to determine whether:

9.3.1.1. The Applicant is eligible per Section 1.3 of this RFA. Applications that fail to meet the Minimum Qualifications will not be further reviewed.

9.3.1.2. The Project is eligible per Section 2.1 of this RFA and contains all the required components. Applications missing required elements may be eliminated from further review. Applications that do not include the required attestations will be deemed non-responsive and will not be further reviewed.

9.3.2. A list of Applications proposed to be eliminated after Administrative Review due to not meeting requirements, shall be compiled by OWPDD and reviewed to determine whether a disqualification or clarification letter should be sent to the Applicant.

9.3.3. Applications that pass Administrative Review are forwarded to Staff for Preliminary Technical Review and Fiscal Evaluators for Budget Review.

9.4. Preliminary Technical Review

Independent initial reviews of applications will be conducted by Staff, which may include OPWDD and other State agency staff, as determined by the Commissioner. Selection of Staff members will be based on subject matter expertise.

9.4.1. Staff will review all applications that passed Administrative Review.

9.4.1.1. Staff will provide a critical review that identifies strengths and weaknesses of the application.

9.4.1.2. Staff will identify whether they recommend or do not recommend the application undergo further review by the Senior Team.

9.4.2. Preliminary Technical Reviews are forwarded to the Senior Team members.

9.5. Budget Review

Budget Applications (Section 6) will be reviewed by Fiscal Evaluators, separately but in parallel to the Preliminary Technical Review, and will be based on the Applicant's costs associated with the criteria listed in Section 6 of this RFA. Fiscal Evaluators may include OPWDD and other State agency staff, as determined by the Commissioner.

9.5.1. Fiscal Evaluators will review all Applications that passed the Administrative Review.

9.5.1.1. Fiscal Evaluators will provide an assessment of the cost categories for reasonableness, value and adaptability of the proposed Budget Application.

9.5.1.2. Fiscal Evaluators will identify whether they recommend or do not recommend the application undergo further review by the Senior Team.

9.5.2. Fiscal reviews are forwarded to Senior Team members.

9.6. Senior Team Evaluation

The final eligibility determinations and rating of the evaluation criteria will be conducted by a Senior Team, which may include OPWDD and other State agency staff, as determined by the Commissioner. The evaluation of applications by the Senior Team will be based on, or supported by, summaries and other factual analyses prepared for the Senior Team. After receipt of the initial application, summaries and other factual analyses, the Senior Team may request that OPWDD or other State agency staff perform additional review and analysis of selected applications to assist the Senior Team in developing final award recommendations.

9.6.1. The Senior Team will utilize the Evaluation Team Tool to assign a rating of "Good", "Acceptable" or "Poor" to each application. To determine the rating, the Senior Team members will:

9.6.1.1. Assign a rating of "Good", "Acceptable" or "Poor" for each of the Evaluation Criteria listed in Section 9.1 for each application.

9.6.1.2. The overall rating for the application will be the majority rating across all of the Evaluation Criteria.

9.6.1.2.1. If the sum of individual criterion rated “Good” exceeds that of those rated “Acceptable”, or “Poor” then the overall rating for that application will be “Good”.

9.6.1.2.2. In the event of an equal count of two consecutive ratings (i.e., “Good” and “Acceptable”), the overall rating shall be the higher one.

9.6.1.2.3. If there is an equal count of two non-consecutive ratings (i.e., “Good” and “Poor”), the overall rating shall be the lower one.

9.6.1.3. If available funds are not sufficient to support all applications rated as “Good”, the Senior Team will:

9.6.1.3.1. Assign a score of 1-10 for each application according to the following “Tie Breaker” criterion: The extent to which: *Applications are determined to provide the greatest impact to improve access to health care services, outcomes for people with developmental disabilities, and quality of care*. *Higher scores will be given to applications for projects that align with the Priority Areas for Funding listed in Section 1.2.1.*

9.6.1.3.2. Develop consensus recommendations for project awards in accordance with “Tie Breaker” criterion scores.

9.7. Bondability Review

A bondability review of those applications identified by OPWDD for a potential award will be completed to determine whether the costs associated with the Eligible Project may be properly reimbursed from Bond Proceeds. If any costs cannot be supported with Bond Proceeds, at OPWDD’s sole discretion, OPWDD may choose not to award the Application or may work with the Applicant to reduce the project in scope or scale such that only eligible expenses will be awarded.

9.8. Final Decision

The OPWDD Commissioner will make final decisions in consultation with Department of Health (DOH) Commissioner and with approval of the Director of the Division of Budget (DOB).

Applicants are hereby advised that awards made under this RFA are determined on a non-competitive, discretionary basis. Funding will be awarded at the discretion of the OPWDD Commissioner. Without limitation to this authorization, the OPWDD Commissioner may consult with the Director of the Division of the Budget, DOB, DOH, and any other internal or external experts or local health care constituents as appropriate from time to time and/or at any time in the evaluation of applications received pursuant to this RFA. The decision to award, or not to award, or to award a grant at a funding level that is less than the amount requested by the Applicant, is discretionary and cannot be appealed.

As these awards are discretionary, there is no right of appeal and the decision of the OPWDD Commissioner is final. As such, Applicants are advised to put forward their best efforts in thoroughly completing and fulfilling all the requirements of the RFA.

9.9. Notification of Award

Tentative awardees will be advised of their selection by OPWDD through the issuance of a formal written correspondence indicating the proposed award, sent via email. All Applicants will be notified of the award or non-award of their application 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 Applicant.

9.10. Contractual Terms

9.10.1. Contract for Grants

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

9.10.2. Disbursement and Recoupment of Funds Clause

OPWDD shall disburse the awarded funds within thirty (30) days of the Contract execution or thereafter at its sole discretion. Notwithstanding the foregoing, OPWDD reserves the right to recoup, withhold, or demand the return of any funds disbursed in the event of untimely or otherwise unsatisfactory performance by the Awardee, as determined by OPWDD's sole discretion.

9.10.3. Not to Exceed Clause

Funding for the term of the Contract shall not exceed the amount awarded. The Applicant is responsible for all expenses that exceed the awarded funding. The awarded amount is the maximum funding available, and no additional reimbursement will be provided.

9.11. Debriefing

Based on the number of Applicants, OPWDD shall have the sole discretion of whether or not to provide an opportunity for non-successful Applicants to request a debriefing to be conducted after the announcement of awards. Comparisons with other applications will not be made during a debriefing.

10. OPWDD RESERVED RIGHTS

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

10.1. accept late applications when in the best interest of the State;

10.2. reject any or all applications received in response to the RFA;

10.3. withdraw the RFA at any time, at OPWDD's sole discretion;

10.4. make an award under the RFA, in whole or in part;

10.5. disqualify any Applicant whose conduct and/or application fails to conform to the requirements of the RFA;

10.6. seek clarifications and revisions of applications;

10.7. use application information obtained through site visits, management interviews, and the State's investigation of the Applicant's qualifications, experience, ability, or financial standing, and any material or information submitted by the Applicant in response to OPWDD's request for clarifying information, in the course of evaluation and/or selection under the RFA;

10.8. amend the RFA specifications, prior to the Application 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 applications shall go to all entities that have requested a copy of this RFA, and to the entities on the original Applicants' list, and may be posted to the OPWDD website and the New York State Contract Reporter website

provided in Section 1.4 of this RFA; after that date (or an amended date, as the case may be), notification will be only to entities who have submitted applications. OPWDD's right to issue modifications of this RFA permits any addition or deletion of requirements as OPWDD may deem appropriate.

10.9. direct Applicants, prior to the application opening, to submit application modifications addressing subsequent RFA amendments;

10.10. change any of the scheduled dates;

10.11. eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective Applicants;

10.12. waive any requirements that are not material;

10.13. negotiate with the successful Applicant within the scope of the RFA in the best interests of the State;

10.14. conduct contract negotiations with the next responsible Applicant, should OPWDD be unsuccessful in negotiating with the Applicant;

10.15. utilize any and all ideas submitted in the applications received;

10.16. 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 the Applicant's application and/or to determine the Applicant's compliance with the requirements of the solicitation;

10.17. waive minor irregularities and/or omissions in applications, if in the best interest of the State;

10.18. at its sole discretion, reject illegible, incomplete, or vague applications; and

10.19. resolicit offers from the Applicant community by re-publishing and re-advertising this RFA at any time.

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

11. APPENDICES AND EXHIBITS

11.1 Appendices

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

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

11.1.2. Appendix B – Insurance Requirements

11.2. Exhibits

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

11.2.1. Exhibit 1 – SFS Instructions

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Contract Number:

ATTACHMENT A-1

A: AGENCY SPECIFIC TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For contractors

The contractor represents that:

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

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

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

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

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

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

18. Notices:

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

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

(b) by facsimile transmission;

(c) by personal delivery;

(d) by expedited delivery service; or

(e) by e-mail.

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

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

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

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

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

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

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

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

Rev February 2020

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B: ADDENDUM TO ATTACHMENT A-1

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

I. General Provisions

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

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

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

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

II. Contract Goals

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

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

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

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

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

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

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

III. Equal Employment Opportunity ("EEO")

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

B. In performing the Contract, the Contractor shall:

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

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

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

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

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

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

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

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

D. Workforce Utilization Report

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

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

IV. MWBE Utilization Plan

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

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

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

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

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

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

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

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

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

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

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

V. Waivers

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

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

VI. Quarterly MWBE Contractor Compliance Report

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

VII. Liquidated Damages - MWBE Participation

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

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

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

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

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

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

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

EEO

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

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

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

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

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

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

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

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

Rev 8.24.23

APPENDIX B

INSURANCE REQUIREMENTS

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

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

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

1. General Conditions

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

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

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

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

Certificates of Insurance shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following ISO forms must be endorsed to the policy:

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

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

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

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

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

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

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

Proof of Compliance with the Workers' Compensation Coverage Requirements:

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

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

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

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

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

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

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

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

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

Proof of Compliance with the Disability Benefits Coverage Requirements:

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

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

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

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

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

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

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

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

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

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EXHIBIT 1

SFS INSTRUCTIONS

1. SFS Registration and Prequalification Process

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

For proposals to be evaluated, all not-for-profit organizations applying for this grant opportunity **MUST** prequalify by the time and date of submission. Any applicant who submits a proposal that is not prequalified in SFS on the **Proposal Due Date** listed in Calendar of Events, Section 1.4 of this RFA, will be disqualified from further consideration. Below are links where you can find more information on SFS registration and prequalification requirements.

Register with the Statewide Financial System

How to Register:

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

Get Prequalified in the Statewide Financial System

How to get Prequalified in SFS:

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

SFS Registration and Prequalification Questions

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

Monday – Friday, 8:00 a.m.– 5:00 p.m.

helpdesk@sfs.ny.gov

(518) 457-7717

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

2. Application Overview

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

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

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

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

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

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

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

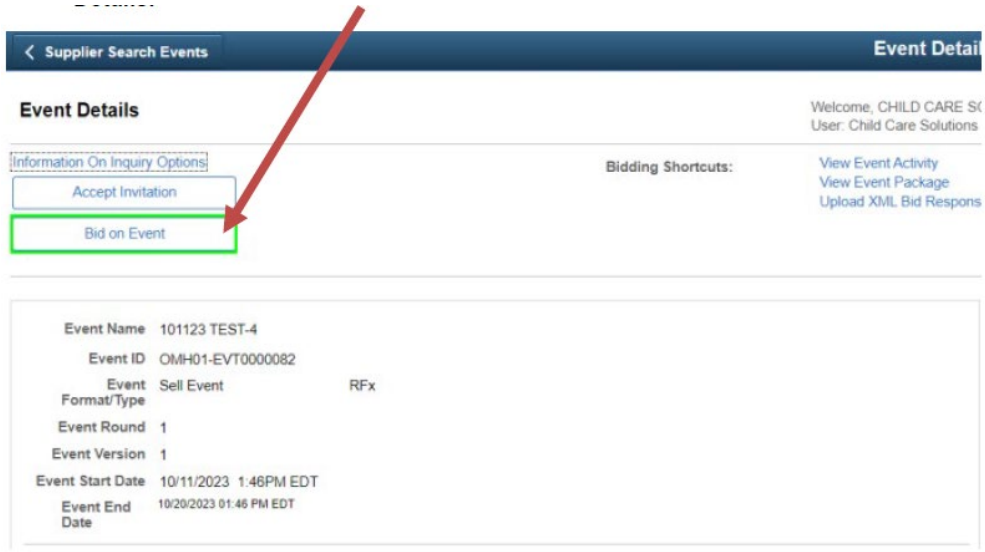
To find this Grant Opportunity in SFS, please follow these instructions:

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

   OR

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

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



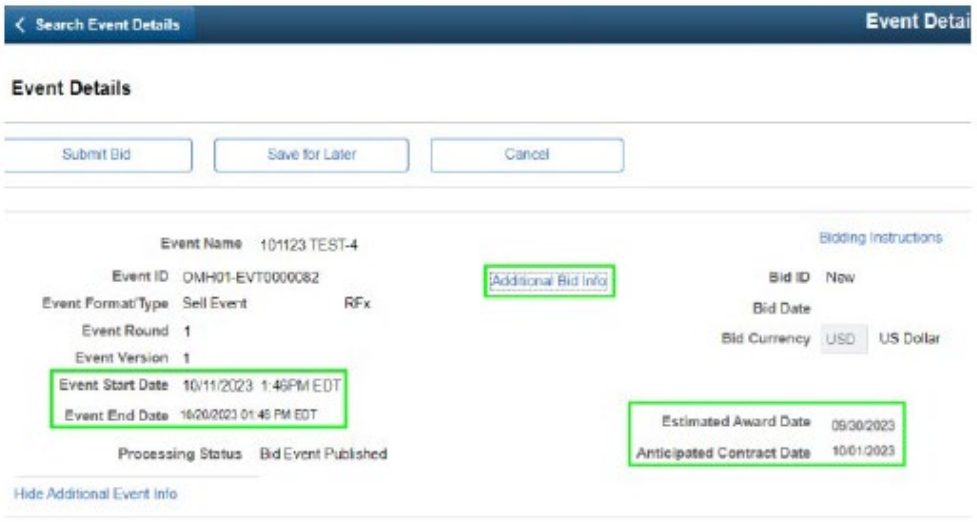
The next section will walk applicants through completing the proposal application in the Statewide Financial System (SFS).

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

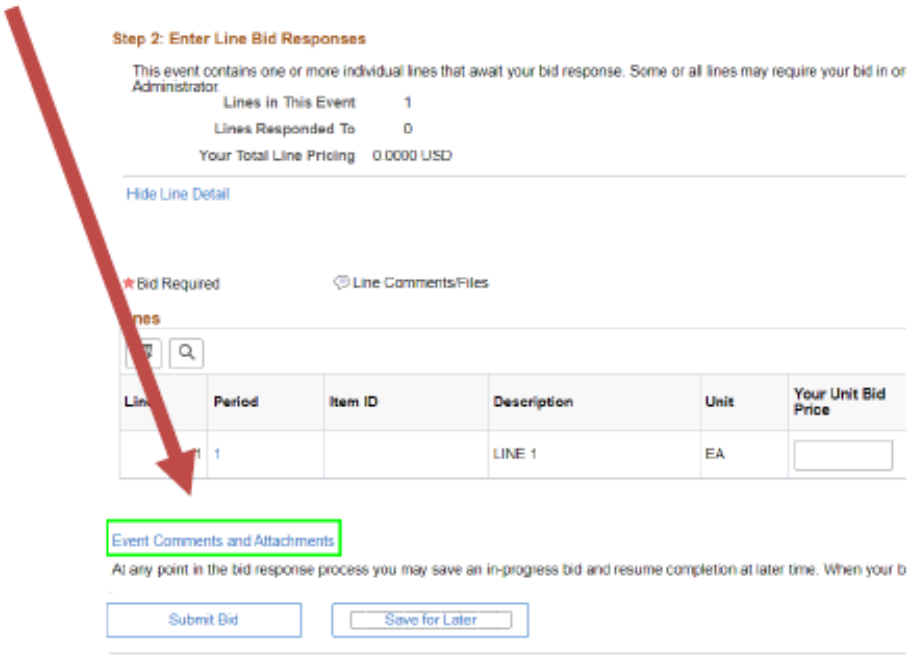
The following subsections provide general information about each application section, SFS directions, and general guidance for applying for this grant opportunity.

A. Review Grant Opportunity Information and Access Application Documents

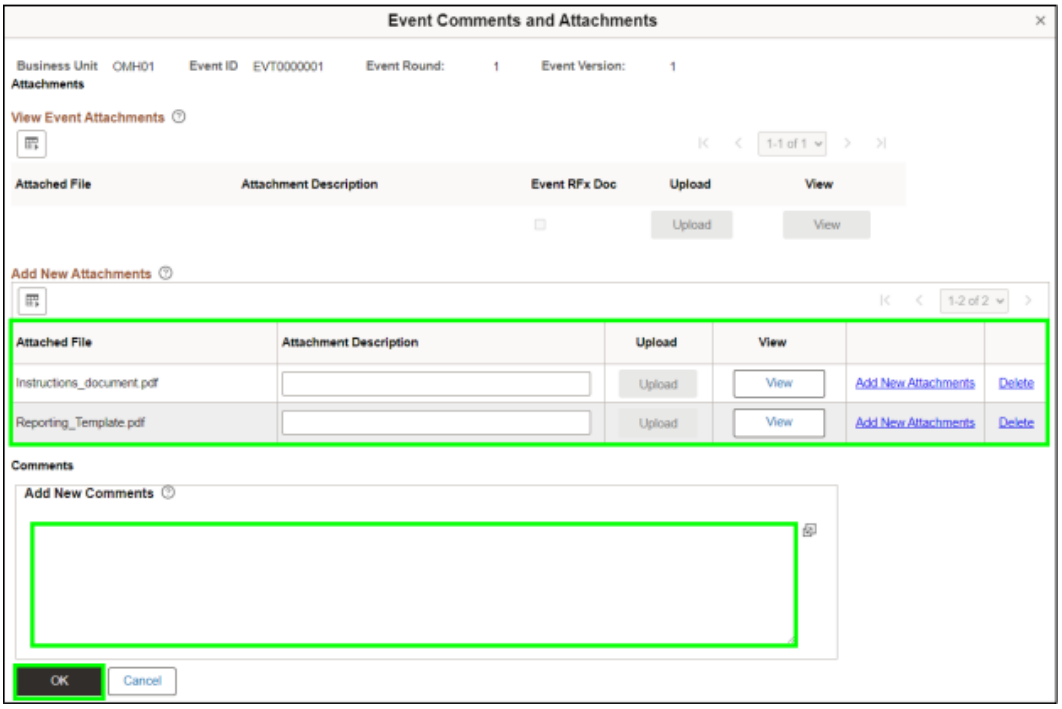
1. Review the grant opportunity information, known as the **Event Details** in SFS, including the event start, event end date, estimated award date, and anticipated contract date to get an overview of the grant opportunity timeline.



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

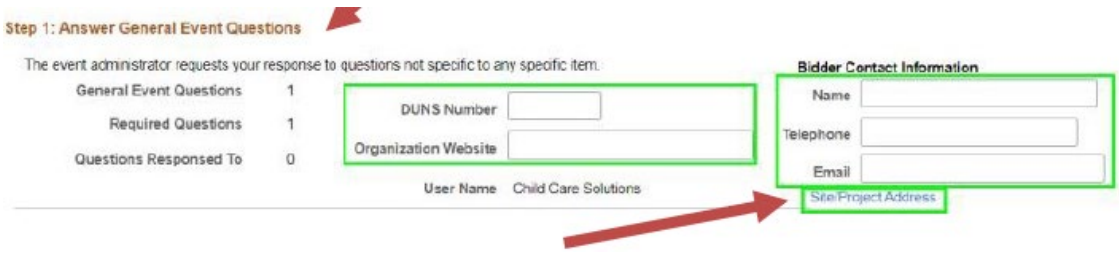


3. **Download all attachments** from this section. Once you have downloaded and saved application documents, click **OK**.

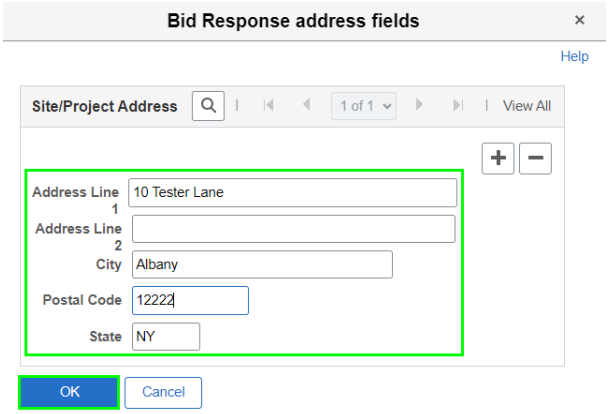


B. Bidder Contact Information and Site/Project Address

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



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



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

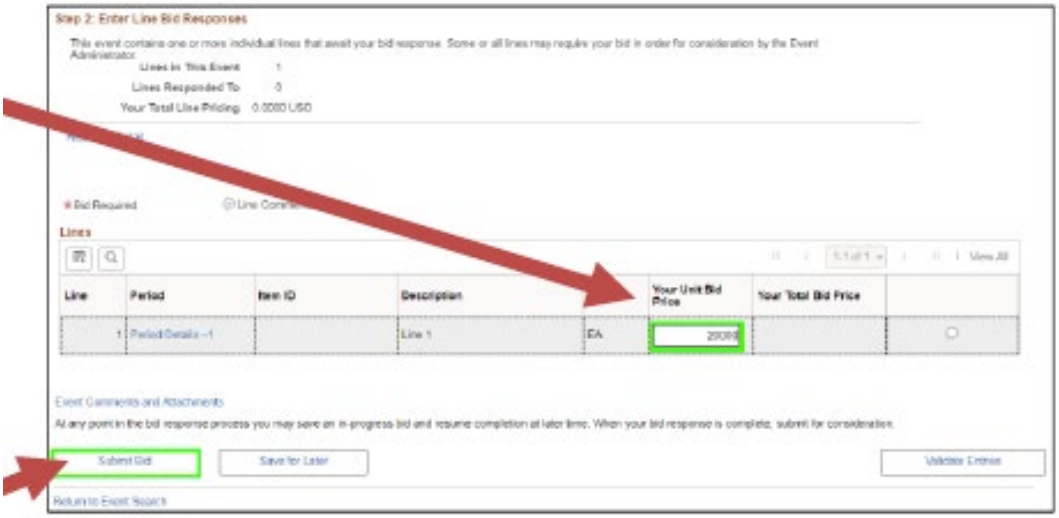
NOTE: You will not be able to SAVE your application until you have completed the **Bidder Contact Information** and **Site/Project Address** sections.

5. Submitting the Application in SFS

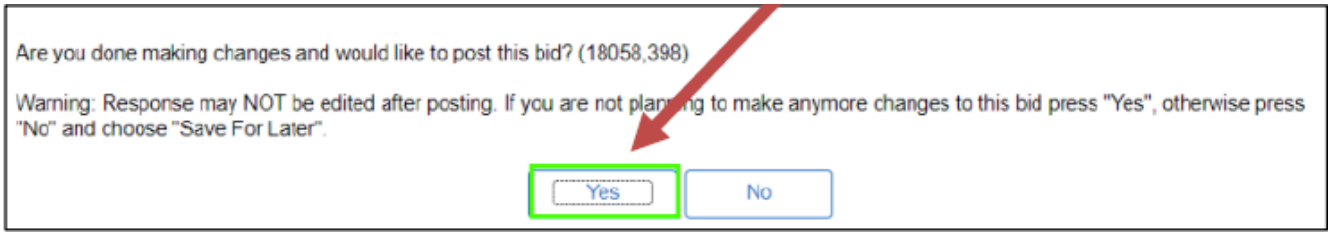
After completing all sections of the grant application known as the **Bid Event** in SFS return to the **Bid Response** page in SFS (see **Section 2 Application Overview** to ensure you have submitted all required materials).

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

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



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



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

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

Some helpful links are listed below. Questions regarding specific opportunities or proposals should be directed to the OPWDD contact listed in **Designated Contacts, Section 1.5** of the RFA.

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

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

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

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