



**Office for People With
Developmental Disabilities**

**Request For Proposals
RFP OPD-2023-09**

**Independent Developmental Disability
Ombudsman Program**

February 6, 2024



- 1. INTRODUCTION 4
 - 1.1. Purpose..... 4
 - 1.2. Issuing Office 4
 - 1.3. Calendar of Events 5
 - 1.4. Restricted Period..... 5
 - 1.5. Announcements and Amendments to the RFP..... 6
 - 1.6. Term of Contract 6
 - 1.7. Bidder Minimum Qualifications and Conflicts of Interest..... 6
 - 1.8. Contract Requirements..... 8
- 2. SCOPE..... 8
 - 2.1. Work Plan and Required Components 8
- 3. PROPOSAL REQUIREMENTS 10
 - 3.1. Proposal Validity 11
 - 3.2. Accuracy of Proposals 11
 - 3.3. Extraneous Terms 11
- 4. TECHNICAL PROPOSAL—70 POINTS 11
 - 4.1. Ombudsman Implementation Plan 12
- 5. COST PROPOSAL—30 POINTS 14
 - 5.1. Proposal Requirements 14
- 6. ADMINISTRATIVE PROPOSAL..... 15
 - 6.1. Attestations/Checklist (Administrative Proposal Submission-Attachment 1) 15
 - 6.2. Ownership of Work Product..... 15
 - 6.3. Non-Collusive Bidding Certification..... 15
 - 6.4. Vendor Responsibility Questionnaire 15
 - 6.5. Procurement Lobbying Requirements 16
 - 6.6. Equal Employment Opportunities for Minorities and Women 18
 - 6.7. NYS Service-Disabled Veteran-Owned Businesses 18
 - 6.8. Encouraging Use of NYS Businesses in Contract Performance..... 18
 - 6.9. Consultant Disclosure Legislation..... 19
 - 6.10. Conflicts of Interest..... 19
 - 6.11. Executive Order No. 177 Certification..... 19
 - 6.12. Sexual Harassment Prevention Policy Certification..... 20
 - 6.13. Tax Law Section 5-A 20



- 6.14. Executive Order No. 16 Prohibiting Agencies and Authorities from Contracting with Businesses Conducting Business in Russia 20
- 6.15. Vendor Identification Number 21
- 6.16. Subcontractors 21
- 6.17. Diversity Practices 21
- 7. INSURANCE REQUIREMENTS 22
 - 7.1. Proof of Workers’ Compensation Coverage 22
 - 7.2. Proof of Disability Benefits Coverage 22
 - 7.3. Additional Insurance Requirements 22
 - 7.4. General Conditions 23
- 8. PROPOSAL SUBMISSION REQUIREMENTS 24
 - 8.1. Required Submission Documents 25
 - 8.2. Late Submissions 26
 - 8.3. Proposal Redactions - Freedom of Information Law / Trade Secrets 26
 - 8.4. Packaging of Proposal 27
 - 8.5. Building Access Procedures for Hand Deliveries 29
 - 8.6. Joint Proposals 29
- 9. AWARD 29
 - 9.1. Method of Award 29
 - 9.2. Administrative Proposal Evaluation (Pass/Fail) 29
 - 9.3. Technical Evaluation (70 points) 30
 - 9.4. Cost Evaluation (30 points) 30
 - 9.5. Final Composite Score 30
 - 9.6. Notification of Award 31
 - 9.7. Form of Contractual Agreement 31
 - 9.8. Debriefing 31
 - 9.9. Bid Protest Policy 31
- 10. OPWDD RESERVED RIGHTS 33
- 11. FREEDOM OF INFORMATION REQUIREMENTS 34
- 12. PAYMENTS 34
 - 12.1. Deliverable-Based Payments 34



1. INTRODUCTION

1.1. Purpose

The New York State Office for People With Developmental Disabilities (OPWDD) issues this Request for Proposal (RFP) to announce the availability of state funds to develop and maintain the Independent Developmental Disability Ombudsman Program (hereinafter, “Ombudsman”) authorized under Mental Hygiene Law § 33.28. OPWDD seeks to fund one entity to provide independent, conflict-free Ombudsman services to assist individuals with developmental disabilities and preserve their rights. As described below in Section 2, the Ombudsman will act as a resource and advocate for individuals and families as they navigate OPWDD’s programs.

The Ombudsman will be the single entity in charge of services and shall develop a statewide infrastructure to deliver services on a local level. Local agencies, referenced herein as “community-based organizations,” will assist in the direct delivery of services through subcontract(s) with the Ombudsman.

This RFP will be posted on both the [NYS Office for People With Developmental Disabilities Procurement Opportunities](#) website, and on the [New York State Contract Reporter](#) website, as required by Economic Development Law 4-C Titled: “The Procurement Opportunities Newsletter.”

1.2. Issuing Office

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

OPWDD provides services and supports directly and through a network of approximately 500 nonprofit service-providing agencies, with about 80 percent of services provided by the private nonprofits and 20 percent provided by state-run services.

OPWDD intends to award one contract for the Independent Developmental Disability Ombudsman Program. The anticipated multiyear contract period is: July 8, 2024 through March 31, 2029. Continued funding throughout this period is subject to satisfactory performance and available funding. Total anticipated funding to support the provision of Ombudsman services is as follows: (The budget cannot exceed \$2 million annually)

Anticipated Contract Period	Total Funding
7/8/2024 – 3/31/2025	\$2,000,000
4/1/2025 – 3/31/2026	\$2,000,000
4/1/2026 – 3/31/2027	\$2,000,000
4/1/2027 – 3/31/2028	\$2,000,000
4/1/2028 – 3/31/2029	\$2,000,000



1.3. Calendar of Events

RFP Release Date	2/6/2024
Deadline for Submission of Questions and Notice of Intent to Bid	2/23/2024
Issuance of Response to Questions	3/4/2024
Proposal Due Date (4pm ET)	3/11/2024
Anticipated Notification of Tentative Award	4/15/2024
Anticipated Contract Start Date	7/8/2024

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

1.4. Restricted Period

Prohibitions on Procurement Lobbying

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

Designated Contacts

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

Primary Contacts

Amanda Shults / James Keil
 Contract Management Unit
 NYS Office for People With Developmental Disabilities
 44 Holland Ave, 5th Floor
 Albany, NY 12229
contracts@opwdd.ny.gov

Secondary Contacts

Shannon Plasencia / Marc Kleinhenz
 Contract Management Unit
 NYS Office for People With Developmental Disabilities
 44 Holland Ave, 5th Floor
 Albany, NY 12229
contracts@opwdd.ny.gov

Questions & Answers

Questions from Bidders regarding this RFP must be received by OPWDD in accordance with the Deadline for Submission of Questions included in the Calendar of Events, Section 1.3 of this RFP. All questions must be submitted via electronic mail to the designated contact at contracts@opwdd.ny.gov as stipulated in Section 1.4 of this RFP.

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

- Bidders are cautioned that any question or inquiry regarding the RFP must be written in generic terms and must not contain pricing information. The inclusion of specific information about a Bidder's Cost Proposal in an inquiry may result in the Bidder's disqualification.
- Bidders must identify, during the question-and-answer period, any terms and conditions in the RFP that would prohibit a Bidder from submitting a proposal. This process may not be used to negotiate material changes to the terms and conditions set forth in the RFP; any such changes will not be accepted by OPWDD. If the Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify OPWDD of such error in writing to the designated contact(s) identified in Section 1.4 of this RFP. If, prior to the proposal due date as specified in Section 1.3 of this RFP, a Bidder fails to notify OPWDD of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of proposing. If awarded the contract, the Bidder shall not be entitled to additional compensation by reason of the error or its correction. Prior to the proposal due date, any such clarifications or modifications deemed necessary by OPWDD will be posted to the OPWDD website and the New York State Contract Reporter website provided in Section 1.1 of this RFP.

1.5. Announcements and Amendments to the RFP

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

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

1.6. Term of Contract

OPWDD intends to award one contract for the Independent Developmental Disability Ombudsman Program to one responsive and responsible Bidder as a result of this RFP. The term of the Contract is anticipated to be five years, with an **anticipated start date of 7/8/2024**. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Bidder or to anyone else beyond funds appropriated and available for this contract. Continued contract approval beyond the five-year term will be at the sole discretion of OPWDD and the Office of the State Comptroller (OSC), until such time as a replacement contract can be put in place. If this contract is extended, all original terms and conditions will remain the same.

1.7. Bidder Minimum Qualifications and Conflicts of Interest

Proposals will be accepted only from 501(c)(3) not-for-profit organizations that are organized under the New York Not-for-Profit Corporation Law.

Bidders must meet the following qualifications:

- a minimum of three years professional experience in providing ombudsman services, advocacy, or assistance to people with developmental disabilities, or people who are enrolled in Medicaid.



- a minimum of three years of experience tracking and reporting on case activities while protecting individual confidentiality.

Bidders must also disclose actual and potential conflicts of interest in its Administrative Proposal (see Section 6.10, below for additional information). A Bidder must either:

- represent that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, and that no persons having any such interest shall be employed to perform those services; or
- disclose actual or potential conflicts of interest, and to describe how Bidder would eliminate or prevent it.

A Bidder's proposal will be subject to disqualification, in the sole discretion of OPWDD, if OPWDD determines that the organization (including its parent or subsidiary) has a conflict of interest or the appearance of a conflict of interest that cannot be eliminated or prevented. If an organization or person is presently performing consulting services for OPWDD, or has provided consulting services for OPWDD, it may still submit a proposal in response to this RFP but must also satisfy these conflict-of-interest provisions.

Furthermore, Bidders have an ongoing obligation throughout the procurement process, and during the performance of any awarded contract, to identify and bring to the attention of OPWDD actual or apparent conflicts of interest as knowledge of such conflicts arise.

Conflicts of interest include, but are not limited to:

- Bidder currently provides, or has provided, services certified by OPWDD in New York State; or has a personal, professional, or financial relationship with an entity that provides such services.
- Bidder is providing or has provided consulting, legal, or lobbying services to an entity providing services certified by OPWDD.
- Bidder has employees, staff, affiliates, or contractors who work on this project, or have any oversight, input, or any other involvement in this project, who are currently employed by, or are providing consulting, legal, or lobbying services to an entity providing services certified by OPWDD, or have been previously employed by these entities, or provided any such services to those entities in the past.
- Bidder has existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, that would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Bidder or former officers and employees of New York State and OPWDD-certified providers and their affiliates, in connection with Bidder's rendering services enumerated in this RFP.
- Bidder, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities including, but not limited to, the New York State Joint Commission on Public Ethics (collectively, "COELIG").

Additional conflict of interest requirements are in Section 6.10 of this RFP. After the RFP is awarded, if the awarded Bidder utilizes individuals or entities that violate these conflict-of-interest provisions, the Bidder is subject to termination and reimbursement of contract funding to OPWDD.

1.8. Contract Requirements

Collaborate with OPWDD to support utilization of the “Front Door” for individuals in need of support accessing services and/or care coordination. “Front Door” refers to a specific process by which individuals connect with OPWDD services and supports. Initiated via the OPWDD Information Line (1-866-946-9733), the Front Door process guides individuals through the steps involved in finding out if they are eligible for services with OPWDD, then assists in identifying their needs, goals, and preferences to help individuals work on their plan for getting those services. More information on “Front Door” may be found here: <https://opwdd.ny.gov/get-started/front-door>.

Any changes to services offered, the designated contact person, staffing levels, space, or sites will be reported immediately in writing to OPWDD.

OPWDD will be given access to conduct site visits as necessary.

The Contractor must submit to OPWDD an updated Work Plan at least once within any twelve-month period during the term of the Contract.

2. SCOPE

2.1. Work Plan and Required Components

Proposed work plans must include all four components described below as part of a well-articulated, integrated Ombudsman program. Utilizing the framework of the four components, Bidders are to design and implement effective programs responsive to statewide need including the developmental, socioeconomic, racial, ethnic, and cultural needs and perspectives of the population being served. Particular emphasis must be placed on how the Bidder will ensure Ombudsman services will be designed to meet the unique needs of individuals with developmental disabilities.

Component 1: Establish and oversee a statewide Ombudsman network to identify, investigate, refer, and resolve complaints that are made by or on behalf of individuals with developmental disabilities related to access to or delivery of services that are funded, provided and/or overseen by OPWDD and/or its designees (e.g., care coordination, fiscal intermediaries, etc.).

Through this component, the awarded Bidder will:

- Establish and oversee a toll-free hotline available to answer calls and receive complaints/referrals a minimum of 40 hours per week, 52 weeks per year.
- Establish and oversee an interactive website available to receive complaints/referrals.
- Accept complaints/referrals via email and other modalities as needed to serve the needs of individuals with developmental disabilities.
- Ensure that all educational programs, all outreach, and any in-person meetings related to Ombudsman services are held in fully accessible spaces and any necessary modifications and/or accommodations for individuals with disabilities are ascertained and provided if in-person is deemed necessary. Adequately staff the program with an emphasis on hiring individuals with experience working with individuals with developmental disabilities.

- Ensure all staff are adequately trained to perform required job duties and provide regular training updates responsive to emerging trends/issues.
- Create and maintain policies and procedures to collect, investigate, and resolve complaints/referrals.
- Provide individuals with necessary support to resolve complaints/issues up to and including legal referrals.
- Ensure that professional and legal standards of client confidentiality will be strictly maintained by the Bidder and/or any subcontractors or designees per federal and state public health and mental hygiene law. This must include, but is not limited to, policies addressing access and use of protected health information and HIPAA.
- Collaborate with community-based organizations, advocacy groups, and individuals as necessary to achieve the Ombudsman program objectives. The Bidder may elect to subcontract with community-based organizations to provide services as part of this program, however all subcontractors must meet Conflict of Interest Standards outlined in Section 6.10 and be approved by OPWDD.
- Ensure compliance with NYS Mental Hygiene Law § 13.34 by referring any complaints submitted by or on behalf of individuals residing at a NYS Center for Intensive Treatment (CIT) to the on-site Ombudsman.
- The Ombudsman must provide language assistance translation services and coordinate with OPWDD's Language Access Coordinator to assist with, at minimum, but not limited to, compliance with New York Executive Law §202-a as needed. Bidder must ensure accuracy of translations and specifically address the needs of individuals with developmental disabilities to access services and preserve rights. Accessibility supports must include auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability. The method of translations services provided must be described in the program plan and approved by OPWDD.

Component 2: Provide appropriate support to individuals to assist in resolving complaints, including but not limited to education on services and rights, assistance completing forms/paperwork, help accessing records, referral to legal services as necessary, and other activities approved by OPWDD.

Through this component, the awarded Bidder will:

- Provide individualized support to advocate on behalf of individuals seeking Ombudsman services. Support may include ensuring individuals are able to understand and participate in meetings and/or hearings, assistance completing necessary paperwork, support in gathering supplemental information/documentation, help accessing records, information on the grievance/appeal process, assistance completing and/or filing appeals/grievances, and/or referring individuals for legal representation when necessary. Provide individuals accessing Ombudsman services referrals to necessary services and supports including, care coordination and other service providers as necessary. Additional support activities not already defined here must be approved by OPWDD prior to implementation.
- Establish and maintain a network of legal representatives able to provide additional support or representation beyond the scope of the Ombudsman program. A particular emphasis should be placed on identifying legal representatives with prior experience working on issues/cases related to NYS Public Health and Mental Hygiene Law, Medicaid eligibility and services, OPWDD services, and/or representing individuals with developmental disabilities.

Note: No entity currently approved, overseen, or funded by OPWDD may engage in support and/or advocacy activities through the Ombudsman Program. Only entities meeting Conflict of Interest guidance outlined in Section 6.10 may provide support/advocacy.

Component 3: Develop and implement a comprehensive community education and outreach plan designed to increase awareness of and utilization of Ombudsman services by or on behalf of individuals with developmental disabilities.

Through this component, the awarded Bidder will:

- Develop and implement an annual education and outreach plan designed to educate individuals on their rights and responsibilities associated with accessing services provided or funded by OPWDD and/or its designees.
- Increase awareness and utilization of Ombudsman services through education and outreach to individuals with developmental disabilities, families of individuals with developmental disabilities, service providers, advocates, and/or priority populations as identified by OPWDD. Education and outreach may include both in-person, if needed, and online training, informational sessions, participation in community events, and/or use of social media marketing. Additional education or outreach activities not already defined here must be approved by OPWDD prior to implementation. Ensure that all education and outreach materials, programs, and activities are designed to be accessible to individuals with developmental disabilities as well as socioeconomic, racial, ethnic, linguistic, and cultural needs and perspectives of the population being served, subject to review at the discretion of OPWDD.

Component 4: Collect and analyze data on Ombudsman program activities to identify common themes, issues, and trends and use that information to support ongoing quality assurance and improvement activities.

Through this component, the awarded Bidder will:

- Develop and implement a comprehensive data system to collect all required Ombudsman data as outlined in **Exhibit 1: Data Collection Requirements**. Final data fields will be finalized after contract award. Submit monthly data reports on program activities which include the required data outlined in **Exhibit 1: Data Collection Requirements**. In addition, quarterly programmatic reports which may contain further data elements, must be submitted to OPWDD for the duration of the Ombudsman Program as a condition of payment.
- Identify common themes and trends based on data collected and share with OPWDD annually to help inform strategic planning, potential policy, program, and/or operational changes.
- Develop an internal quality assurance program to oversee the program and ensure acceptability of Ombudsman services.
- This program must include, at a minimum, customer satisfaction surveys, analysis of advocacy outcomes, and feedback gathered from key stakeholders (e.g., individuals with developmental disabilities, families of those individuals, service providers, advocacy groups, legal representatives, etc.) to measure program awareness.
- Resource plan which includes a full staffing plan, along with a Gantt® chart that includes, at a minimum, the items listed on Attachment 17 – Work Plan.

3. PROPOSAL REQUIREMENTS

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

3.1. Proposal Validity

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

3.2. Accuracy of Proposals

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

3.3. Extraneous Terms

- Proposals must conform to the terms set forth in the solicitation. Due to the requirement for uniformity of language in contracts with all Bidders or prospective Contractors, exceptions that materially alter the Terms and Conditions set forth in this RFP will be grounds for rejection of the proposal or disqualification of the Bidder.
- The State reserves the right, at its sole discretion, to determine the materiality of the Bidder's stated exception.
- Acceptance and/or processing of a Bid shall not constitute acceptance of extraneous terms. OPWDD will not entertain any exceptions to Appendix A – Standard Clauses for New York State Contracts.
- Any Bidder submissions on standard, preprinted forms, such as but not limited to product literature, order forms, license agreements, contracts, or other documents that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

4. TECHNICAL PROPOSAL—70 POINTS

- The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal must demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.
- A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format of Section 8 of this RFP. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

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



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

4.1. Ombudsman Implementation Plan

4.1.1. Program Summary

10 points

The purpose of this section is to summarize the entire proposed program.

- 4.1.1.1. Proposed Structure:** Describe the proposed structure of the NYS OPWDD Ombudsman Program including: how the Bidder will ensure statewide coverage; opportunities for individuals to submit complaints (e.g., telephone hotline, website, email); the process for investigating and making next step determinations on submitted complaints; and how the Bidder will provide advocacy/support to individuals in need of such services.
- 4.1.1.2. Meeting Needs:** Describe how the proposed Ombudsman program will be designed to meet the unique needs of individuals with developmental disabilities.
- 4.1.1.3. Supporting Program Implementation:** Describe how the Bidder's organization/infrastructure will support the successful implementation of the Ombudsman Program including evidence of integration into the larger organizational structure and/or programs.
- 4.1.1.4. Program Structure and DEI:** Describe how the Bidder will ensure the program structure and activities meet cultural and linguistic competency standards and have been designed to promote diversity, equity, and inclusion in all aspects of the Ombudsman program. Per Section 2.1 of the RFP, the Bidder must provide language assistance translation services and coordinate with OPWDD's Language Access Coordinator to assist with, at minimum, but not limited to, compliance with New York Executive Law §202-a as needed.

4.1.2. Organizational Experience and Capacity

10 points

The purpose of this section is for the Bidder to describe the current services/programs of the bidding organization and proposed subcontractors, if applicable, and their capacity to implement and administer the proposed Ombudsman Program. This may include evidence of prior experience and/or successes with similar initiatives, especially those that have included serving individuals with developmental disabilities.

- 4.1.2.1. Ombudsman / Advocacy Services Experience:** Describe the Bidder's experience providing Ombudsman and/or advocacy services for individuals. Be sure to include specific services provided, scope of services, and priority populations served. Information on all proposed subcontractors who are currently identified should be included in this response.
- 4.1.2.2. I/DD Experience:** Describe the experience of the Bidder working with individuals with developmental disabilities, their families, advocates, and/or service providers.
- 4.1.2.3. Length of Experience:** Describe the Bidder's length of experience with administrative, fiscal, and programmatic oversight of government contracts, including timely and accurate submission of fiscal and program reports. Indicate any present/prior collaboration with OPWDD.

4.1.3. Description of the Program**30 points**

The purpose of this section is to describe the design and structure of the proposed NYS OPWDD Ombudsman program, including the specific activities that will be implemented as part this program.

- 4.1.3.1. System Process Description:** Describe how the Bidder will establish and manage a system to receive complaints/referrals including a telephone hotline, email, and online submission options.
- 4.1.3.2. Development and Implementation of Policies/Procedures:** Explain how the Bidder will develop and implement policies and procedures to obtain individual consent, maintain client confidentiality, and follow all applicable state and federal law related to the provision of Ombudsman services (e.g., HIPAA, NYS Mandated Reporting).
- 4.1.3.3. Support Services:** Explain how the Ombudsman program will provide advocacy/support to individuals in need of such services. Be sure to include a description of services/activities, the process to identify and refer individuals to support, and how the Bidder will ensure cases are resolved/closed.
- 4.1.3.4. Education and Outreach:** Describe how the Bidder will develop and implement education and outreach activities designed to increase awareness of the Ombudsman program and its services among individuals with developmental disabilities, their families, advocates and/or service providers. Include a proposed number of education/outreach events and individuals to be reached annually.
- 4.1.3.5. Establishment of a Legal Network:** Describe the process to establish a network of legal representation available for referral when necessary. Be sure to explain how the Bidder will ensure statewide coverage and any plans to identify free or low-cost representation when possible.
- 4.1.3.6. Data Collection:** Describe how the Bidder will collect all required case and/or individual data included in **Exhibit 1 - Data Collection Requirements**. Be sure to include any plans to purchase technology and/or software and how the bidder will ensure data security is maintained.
- 4.1.3.7. Staff Hiring and Retainage:** Describe the Bidder's plan to identify, hire, and retain knowledgeable and experienced staff. Be sure to include any plans to prioritize hiring individuals with previous experience working with individuals with developmental disabilities as well.
- 4.1.3.8. Quality Assurance Program:** Describe how the Bidder will develop and implement a quality assurance program to ensure the quality and suitability of services provided.
- 4.1.3.9. Compliance:** Explain how the program plans to ensure compliance will all required Conflict of Interest practices, especially including any subcontracting agencies. Be sure to describe any proposed subcontractors, especially any current or previous recipients of OPWDD funding or oversight.

4.1.4. Work Plan**20 points**

The Bidder must provide a work plan. See section 2.1 above for additional information. The work plan is used to guide both project execution and project control. The Bidder must complete and submit Attachment 17 - Work Plan, which includes the following components:

- 4.1.4.1.** Establish and oversee a statewide Ombudsman network
- 4.1.4.2.** Provide appropriate support to individuals
- 4.1.4.3.** Develop and implement education and outreach plans
- 4.1.4.4.** Collect and analyze data

5. COST PROPOSAL—30 POINTS

5.1. Proposal Requirements

- Bidders shall submit a completed Attachment 2: Cost Proposal, which is a budget for the first program year.
- All costs must be related to the categories described in the title of the scoring component.
- All costs must be rounded to the nearest hundredth (2 decimal places).
- The amount requested in the budget should be reasonable and cost effective, relate directly to the activities described in the categories, and be consistent with the scope of services outlined in the RFP.
- This funding may be used only to carry out services in accordance with this RFP.

5.1.1. Administrative & Overhead Costs

These expenses should include but are not limited to costs associated with the administration and operation of the successful Bidder's project. Expenses related directly to program activities should not be included here. Examples of expenses may include: organizational leadership and administrative staff, agency administrative costs (e.g., payroll software, fiscal services/software), and other overhead.

5.1.2. Outreach & Education Costs

These expenses should include, but are not limited to: staff time spent planning and executing outreach and education activities, the creation and production of informational/marketing materials, printing, promotional expenses (including both traditional and/or digital marketing), space rental for events, travel to/from outreach events and other costs not specifically listed here.

5.1.3. Case Management & Referrals

These expenses should include, but are not limited to: staff time spent working on the hotline, website, or other efforts to receive and triage complaints made to the ombudsman, staff time spent working with clients to provide ombudsman services, hotline/website expenses, activities/meetings to establish a legal referral network, travel associated with ombudsman support, development and implementation of policies and procedures, supportive or assistive technology to ensure that ombudsman services (including hotline, website, etc.) adequately meet the needs of individuals with developmental disabilities (including those with limited English proficiency) and other costs not specifically listed here.

5.1.4. Data Collection & Evaluation

These examples should include, but are not limited to: case management software, data collection and analysis software and/or hardware, staff time associated with the collection, analysis, and reporting of data and reports, costs associated with developing adequate IT security infrastructure, and other costs not specifically listed here.

6. ADMINISTRATIVE PROPOSAL

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

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

Bidders must have a minimum of (3) three years professional experience in providing advocacy or assistance to people with developmental disabilities, and a minimum of three years of experience tracking and reporting on case activities while protecting individual confidentiality. The Bidder must outline the specific experience that meets these qualifications in their Technical Proposal as required in Section 4 of this RFP.

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

6.2. Ownership of Work Product

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

6.3. Non-Collusive Bidding Certification

In accordance with State Finance Law (SFL) § 139-d, if the Contract is awarded based upon the submission of Bids, the Bidder must warrant, under penalty of perjury, that its proposal was arrived at independently and without collusion aimed at restricting competition. Each Bidder must further warrant that, at the time the Bidder submitted its proposal, an authorized and responsible person executed and delivered to OPWDD a Non-Collusive Bidding Certification on the Bidder's behalf. Attachment 5: Non-Collusive Bidding Certification form must be completed and submitted with the Administrative Proposal.

6.4. Vendor Responsibility Questionnaire

Section 163 of the State Finance Law requires that contracts be awarded based on lowest price or best value to a responsive and responsible Bidder. The State and courts have determined that responsibility includes integrity, previous performance, legal authority to do business in New York State, and financial and organizational ability to perform the contract. As part of the procurement process, Bidders, affiliates, any

business entity of which the Bidder is a subsidiary, and subcontractors (where the subcontractor is known at the time of the contract award, its qualifications are a material factor in the award, and its subcontract will equal or exceed \$100,000 over the life of the contract) are required to complete the Vendor Responsibility Questionnaire.

Bidders are encouraged to complete the online form, which is available online here: [File Your Vendor Responsibility Questionnaire | Office of the New York State Comptroller \(ny.gov\)](#). If the Bidder does not have an online Questionnaire that is current and certified, Bidder must complete a hardcopy Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon OPWDD's determination that the Bidder is responsible, and that OPWDD will be relying upon the Bidder's responses to the Questionnaire in making that determination.

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

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

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

6.5. Procurement Lobbying Requirements

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

Contracts Subject to Procurement Lobbying Act Requirements

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

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

Subject to certain exceptions, an assignment, amendment, renewal, or extension of a procurement contract, or any material change in a procurement contract resulting in a financial benefit to the Bidder, is covered by the provisions of the Act. Backdrop contracts and any contracts resulting from Mini-Bids pursuant to the backdrop contracts are also subject to this law.

This solicitation includes and imposes certain restrictions on communications between OPWDD and Bidders during the procurement process. From the issue date of this RFP until contracts are awarded and approved, Bidders and prospective Bidders are restricted from making ANY contact, as defined in State Finance Law § 139-j (1) (c), relating to this procurement other than written contact (email) with the OPWDD staff members named in Section 1.4 of this RFP, unless it is a contact that is included among certain exceptions set forth in State Finance Law § 139-j (3) (a).

Procurement Lobbying Law Certification of Compliance

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

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

Bidder Certification / Complete Disclosure

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

Contract Clause / Termination Provision

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

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

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



Affirmation of Compliance

All Bidders must provide a written affirmation that the Bidder understands and agrees to comply with the governmental entity's procedures relating to permissible contacts during the restricted period. See Section 1.4 of this RFP for the OPWDD designated contact.

Record of Contacts

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

6.6. Equal Employment Opportunities for Minorities and Women

By submission of a Bid in response to this solicitation, the Bidder agrees with all the terms and conditions set forth in Appendix L – Supplier Diversity Requirements.

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

The MWBE goal established under this RFP is 30% (17% MBE and 13% WBE).

6.7. NYS Service-Disabled Veteran-Owned Businesses

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

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

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

The SDVOB goal established under this RFP is 6%.

6.8. Encouraging Use of NYS Businesses in Contract Performance

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

6.9. Consultant Disclosure Legislation

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

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

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

6.10. Conflicts of Interest

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

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

If the Bidder discloses a COELIG investigation or disciplinary action, a brief description must be included indicating how any matter was resolved or whether it remains unresolved.

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

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

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

6.11. Executive Order No. 177 Certification

In accordance with Executive Order No. 177, the Bidder must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Attachment 15 – Executive Order No. 177 Certification must be completed and submitted with the Administrative Proposal.

6.12. Sexual Harassment Prevention Policy Certification

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law. Attachment 14: Sexual Harassment Prevention Policy Certification must be completed and submitted with the Administrative Proposal.

6.13. Tax Law Section 5-A

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

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

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

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

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

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

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here: [No. 16: Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia | Governor Kathy Hochul \(ny.gov\)](#).

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

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

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

6.15. Vendor Identification Number

To do business with the State of New York, each Bidder is required to obtain a NYS Vendor Identification Number for use in the Statewide Financial System (SFS). If the Bidder does not already have a Vendor ID Number, the NYS Substitute Form W-9 must be completed and submitted directly to OPWDD upon notification of award. The purpose of the Substitute Form W9, which will provide the Contractor’s taxpayer identification number, business name and business contact person, is to allow the State to establish a vendor file in the State Financial System. Note: IRS Form W-9 is not acceptable for this purpose. The form can be found here: [vendor-form-ac3237s-fe.pdf \(ny.gov\)](#)

6.16. Subcontractors

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

Subcontractors must not be OPWDD service providers and are also subject to the conflict-of-interest provisions located in Sections 1.7 and 6.10 of the RFP.

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

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

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

6.17. Diversity Practices

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

Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs. OPWDD has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Bidders to this procurement is practical, feasible, and



appropriate. Attachment 19: Diversity Practices Questionnaire must be completed and submitted with the Administrative Proposal.

7. INSURANCE REQUIREMENTS

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

7.1. Proof of Workers' Compensation Coverage

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

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

7.2. Proof of Disability Benefits Coverage

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

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

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

7.3. Additional Insurance Requirements

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, policies of insurance as set forth below, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York with an A.M. Best Company rating of A or better. OPWDD may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by

a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Agency to accept insurance placed with a non-authorized carrier under any circumstances.

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

7.4. General Conditions

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

- Coverage Types and Policy Limits: The types of coverage and policy limits required from the Contractor are specified in **Appendix E Insurance Requirements**.
- Policy Forms: Except as may be otherwise specifically provided herein or agreed in writing by OPWDD, policies must be written on an occurrence basis. Under certain circumstances, OPWDD may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Agency prior to the policy's expiration or cancellation.
- Certificates of Insurance / Notices: Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to OPWDD, before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates shall be mailed to:

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

- Unless otherwise agreed, policies shall be written to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for nonpayment as required by law to OPWDD, Attn: Contract Management Unit – 5th Floor. Albany, NY 12229. In addition, if required by OPWDD, the Contractor shall deliver to OPWDD within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.
- Certificates of Insurance shall:
 - Be in the form approved by OPWDD.
 - Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
 - Specify the Additional Insureds and Named Insureds as required herein.



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

8. PROPOSAL SUBMISSION REQUIREMENTS

- Bidders must submit a complete response to this RFP that satisfies the requirements set forth in **Attachment 1: Attestations / Checklist (Administrative Proposal Submission)**. Failure to do so may render the Bidder's proposal nonresponsive.
- Each Bidder is expected to provide OPWDD with information, evidence and demonstrations that will make possible a contract award that best serves the stated interests of OPWDD and the State of New York. Bidders

are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, systems, processes, and procedures.

- Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to satisfy the requirements of this RFP. Proposals containing preponderance of boilerplate text are discouraged. Emphasis in each proposal should be on completeness and clarity of content.
- Failure by a Bidder to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation or determination of a nonresponsive proposal. Responses to complex RFP requirements that are stated in a form semantically equivalent to “Bidder agrees to comply” may be rejected for non-responsiveness at the discretion of OPWDD.
- All proposals submitted in response to this RFP must be written in the English language, with quantities expressed using Arabic numerals and United States Dollars (\$ USD), as applicable.
- The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a Bid or for any work performed prior to the formal execution of a Contract or approval by the State Comptroller, if required.

8.1. Required Submission Documents

The documents listed below are included in the Library of Attachments, which will be included with the RFP. All documents requiring signature must be signed by an authorized representative of the Bidder. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful Bidder and OPWDD. Please refer to Section 8.4 Packaging of Proposal for more information on how to package the proposal:

ATTACHMENT 1 - Document Submission Checklist and Attestation

ATTACHMENT 2 - Bid Quote Sheet / Cost Proposal

EXHIBIT 2A - Prevailing Wage Information

ATTACHMENT 3 – Contractor Information Sheet

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

ATTACHMENT 4A - Business usage form

ATTACHMENT 5 - Non-Collusive Bidding Certification

ATTACHMENT 6 - References

ATTACHMENT 7 - Vendor Responsibility Questionnaire Certification

ATTACHMENT 8 - Consultant Disclosure Reporting Requirements - Contractor Instructions

ATTACHMENT 8A - FORM A

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

ATTACHMENT 10 - Procurement Lobbying Law Certification of Compliance

ATTACHMENT 11 – EEO Staffing Plan



- ATTACHMENT 12 – MWBE Utilization Plan
- ATTACHMENT 12A – MWBE Application for Waiver
- ATTACHMENT 13 - SDVOB Utilization Plan
- ATTACHMENT 13A - SDVOB Waiver
- ATTACHMENT 14 – Sexual Harassment Prevention Certification
- ATTACHMENT 15 - Anti-Discrimination Certification
- ATTACHMENT 16 – Businesses Conducting Business in Russia
- ATTACHMENT 16 – Businesses Conducting Business in Russia
- ATTACHMENT 17 - Work Plan Summary
- ATTACHMENT 18 - Technical Proposal Response Form
- ATTACHMENT 19 – Diversity Practices Questionnaire

8.2. Late Submissions

- Bidders assume all risks for timely, properly submitted deliveries. The time of Bidder Submission receipt is determined by OPWDD according to the clock located at the address provided in Section 1.4 of this RFP. Bidders are strongly encouraged to arrange for delivery of proposals to OPWDD prior to the proposal due date and time provided in Section 1.3 of this RFP.
- Bids must be received at the location designated in Section 1.4 of this RFP at or before the proposal due date and time established in Section 1.3 of this RFP. Any Bid received at the designated location after the established time will be considered a late Bid. A late Bid may be rejected and disqualified from award.
- Notwithstanding the foregoing, a late Bid may be accepted in the Commissioner’s sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a late Bid. The basis for any determination to accept a late Bid shall be documented in the procurement record. All submissions and accompanying documentation shall become the property of the State of New York and shall not be returned.
- Faxed proposals and electronic submissions will not be accepted. Bidders must not encrypt or protect proposals.

8.3. Proposal Redactions - Freedom of Information Law / Trade Secrets

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



- However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful Bidder's contract that are "trade secrets" or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and that, if disclosed, would cause substantial injury to the competitive position of the subject enterprise. Please note that all information that a Bidder may claim as proprietary, copyrighted or rights-reserved is not necessarily protected from disclosure under FOIL.
- If there is information in a Bidder's proposal that a Bidder claims meets the definition set forth in Section 87(2)(d), the Bidder must provide a list, clearly and specifically identifying any portion of the proposal that the Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See the Contract Boilerplate, Section 11 Public Information and Freedom of Information Law (FOIL).
- Failure to identify the information that a Bidder believes should be protected by Section 87(2) (d) may result in such information being disclosed if a request is received.
- It is a Bidder's responsibility to consult an attorney with any questions the Bidder may have about New York State's Freedom of Information Law. All work products described herein may also be subject to FOIL disclosure.
- The State will not honor any attempt by a Bidder either to designate its entire Bid proposal as proprietary and/or to claim copyright protection for its entire proposal.
- The Contractor must provide to the Division/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 Division/State pursuant to the Freedom of Information Law.
- 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.
- Bidder is required to submit a USB flash drive with redacting proprietary information and clearly labeled as such per Section 8.4 of this RFP.

8.4. Packaging of Proposal

- Bidders must submit a complete proposal as outlined in this Section 8 of this RFP. A proposal that does not comply with these requirements may be deemed nonresponsive.
- Proposals must be submitted on USB flash drives containing searchable PDF or Excel files as required per this RFP for each one of the proposal Sections described in Sections 4-6 of this RFP. Should a disparity be found between any paper document and any electronic document, the electronic document shall be deemed the ruling document.
- All USB flash drives must be either unencrypted or accompanied by the encrypting password. Failure to do so may result in disqualification.

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

Administrative Proposal / Bidder Name / Independent Developmental Disability Ombudsman Program

- 1 USB flash drive
- 1 hardcopy with original signatures of: ATTACHMENT 1 - Document Submission Checklist and Attestation, , ATTACHMENT 3 – Contractor Information Sheet, ATTACHMENT 4 – Encouraging the Use of New York Subcontractors and Suppliers, ATTACHMENT 4A - Business usage form, ATTACHMENT 5 - Non-Collusive



Bidding Certification, ATTACHMENT 6 – References, ATTACHMENT 7 - Vendor Responsibility Questionnaire Certification , ATTACHMENT 8A - FORM A, ATTACHMENT 9 – Vendor Assurance of No Conflict of Interest or Detrimental Effect, ATTACHMENT 10 - Procurement Lobbying Law Certification of Compliance, ATTACHMENT 11 – EEO Staffing Plan, ATTACHMENT 12 – MWBE Utilization Plan, ATTACHMENT 12A – MWBE Application for Waiver, ATTACHMENT 13 - SDVOB Utilization Plan, ATTACHMENT 13A - SDVOB Waiver, ATTACHMENT 14 – Sexual Harassment Prevention Certification, ATTACHMENT 15 - Anti-Discrimination Certification, ATTACHMENT 16 – Businesses Conducting Business in Russia, ATTACHMENT 16 – Businesses Conducting Business in Russia, ATTACHMENT 19 – Diversity Practices Questionnaire

Technical Proposal / Bidder Name / Independent Developmental Disability Ombudsman Program

- 1 USB flash drive (Tech / Bidder / Independent Ombudsman Program)
- 1 USB flash drive containing proposal redactions as described in Section 8.3 of this RFP
- ATTACHMENT 17 - Work Plan Summary, ATTACHMENT 18 - Technical Proposal Response Form

Cost Proposal / Bidder Name / Independent Developmental Disability Ombudsman Program

- 1 USB flash drive (Cost / Bidder / Independent Ombudsman Program)
- ATTACHMENT 2 - Bid Quote Sheet / Cost Proposal

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

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

Title of RFP: Independent Ombudsman Program

Bidder's Name and Address:

Proposal Submission Date:

- Bidder should transmit proposals in a form such that a receipt is obtained indicating the date and time of delivery and recipient.
- Proposals must be submitted by U.S. Mail, by courier, or by delivery service (e.g., FedEx, UPS, etc.) in a sealed package to the attention of James Keil at the address provided in Section 1.4 of this RFP. Proposals may also be hand-delivered as outlined in Section 8.5.
- OPWDD must receive complete proposals on or before the proposal due date and time as indicated in Section 1.3 of this RFP. If proposal packaging labels are not sufficient to identify the contents, OPWDD reserves the right to open packages for the purpose of identifying the source and contents of the package.
- All proposals and accompanying documentation become the property of OPWDD and ordinarily will not be returned.
- If the Bidder selection process is not finalized by the date identified under the heading Calendar of Events in Section 1.3 of this RFP, a Bid shall remain firm until such later time as either a contract is awarded by OPWDD, or the Bidder delivers to OPWDD written notice of the withdrawal of the Bid.

8.5. Building Access Procedures for Hand Deliveries

To access the OPWDD office building, all visitors must enter through the main entrance at the front of the building and present photo identification at the security desk and comply with all requirements and procedures applicable to visitors. Bidders who intend to hand-deliver proposals or utilize independent courier services should allow extra time to comply with these procedures. Bidders hand-delivering their proposals should ask the security personnel at the security desk to call the Contract Management Unit at (518) 473-5163. Building access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

8.6. Joint Proposals

Joint proposals with two or more entities cooperating in the same proposal but separately seeking funding, are not allowed.

9. AWARD

9.1. Method of Award

OPWDD will make an award for the services described in this RFP to a responsive and responsible Bidder on a “Best Value” basis. Best Value means that the proposal that optimizes quality, cost, and efficiency among responsive and responsible Bidders shall be selected for award (State Finance Law, Article 11, Section 163).

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

The Evaluation will consist of three parts:

1. The Administrative Proposal is pass/fail as outlined in Section 9.2. If Bidder fails the Administrative Proposal, the Bid will be rejected, and no scoring will occur.
2. The Technical Proposal will be weighted at 70%.
3. The Cost Proposal will be weighted at 30%.

An evaluation committee (the “Committee”) will be designated and will be comprised of OPWDD staff. OPWDD reserves the right to make changes in the Committee’s membership as necessary.

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

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

9.2. Administrative Proposal Evaluation (Pass/Fail)

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

Attestations / Checklist (Administrative Proposal submission) to ensure the required documents are included in their submission. Incomplete responses, the failure to complete as specified, and/or the failure to provide any of the required functionality may result in a proposal being deemed nonresponsive and the disqualification of the Bidder, and the Bidder will be notified accordingly.

Submitted proposals will be evaluated on a pass/fail basis to determine whether the Bidder satisfies the RFP's Minimum Qualifications specified in Section 1.7 of this RFP. Proposals that fail to meet the minimum qualifications and the required attestations will be deemed nonresponsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing proposals will proceed to the Technical and Cost Proposal evaluations. Bidders may still be disqualified if it is later determined that the Bidder did not meet all RFP minimum qualifications and therefore should not have qualified to move on to the Technical and Cost Proposal evaluations stage.

9.3. Technical Evaluation (70 points)

The technical evaluators will independently review and score each Technical Proposal. The criteria against which each proposal will be evaluated are described in Sections 4-6 of this RFP. Final technical scores will be determined by averaging the Technical Evaluators' scores to calculate the score for each responsive Bidder.

Technical requirements for scoring:

- Section 4.1.1: Program Summary (max 10 points)
- Section 4.1.2: Organizational Experience and Capacity (max 10 points)
- Section 4.1.3: Description of the Program (max 30 points)
- Section 4.1.4: Work Plan (max 20 points)

9.4. Cost Evaluation (30 points)

Bidder's Cost Proposals will be scored by the fiscal evaluators, separately from the Technical Proposal. The Cost Proposal evaluation will be based on the Bidders costs associated with the four criteria listed in section 5.1: Administrative & Overhead Costs, Outreach & Education Costs, Case Management & Referrals Costs, and Data Collection & Evaluation Costs.

Scoring will be weighted such that bidders will receive more points for directing a greater share of their budget to Case Management & Referrals, Outreach & Education, and Data Collection & Evaluation Costs; while more points will be awarded for a smaller share of the budget going to Administrative & Overhead Costs.

If a Cost Proposal is found to be nonresponsive, that proposal may not receive a cost score and may be eliminated from consideration.

NOTE: Please refer to Section 1.2 for total funding for the program. No additional points will be given to a bidder who's costs are less than what is available for funding. If costs are more than what is available the bid will be deemed nonresponsive.

9.5. Final Composite Score

OPWDD will make a single contract award to the eligible and qualified Bidder whose proposal receives the highest aggregate score thereby providing the best value to the State of New York. OPWDD will compile the financial and technical scores and compute the aggregate score for each proposal and rank the proposals from

highest to lowest. The aggregate score for each proposal will consist of an average of all technical scores (rounded to two decimal places) from the technical evaluators added to the score from the cost evaluation (rounded to two decimal places).

Should more than one Bidder obtain the same total score, the tie will be broken using the highest Technical Proposal score. In the event technical and fiscal proposals are equal, the commissioner shall make the determination based on the best interest of the state, which may include a coin toss.

9.6. Notification of Award

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

9.7. Form of Contractual Agreement

Following notification of award, the successful Bidder will be expected to sign a contract with OPWDD. This RFP will be incorporated in its entirety into the final contract as Appendix J, Solicitation Documents. Appendix A, Standard Clauses for New York State Contracts, becomes part of all New York State contracts and is incorporated into the Contract.

9.8. Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons their Bid did not result in an award. A debriefing shall be requested by an unsuccessful Bidder within fifteen (15) calendar days of release by OPWDD of a notice in writing or electronically that the Bidder's proposal is unsuccessful. The purpose of the debriefing is to provide information to each Bidder about the scoring and evaluation of the requesting Bidder's Bid. This is also an opportunity for a Bidder to learn how to improve future Bids. OPWDD will not provide Bidders with information relating to another Bidder's Bid.

9.9. Bid Protest Policy

9.9.1. Formal Written Protests

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

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

9.9.2. Deadline for Submission of Formal Protests

OPWDD must receive formal protests concerning errors, omissions, or prejudice, including patently obvious errors in the Bid specifications or documents, at least ten (10) calendar days before the date set in the solicitation for receipt of Bids.

OPWDD must receive formal protests concerning a pending contract award within seven (7) calendar days after the protesting party (“protester”) knows or should have known of the facts that form the basis of the protest.

9.9.3. Review and Final Determination of Protests

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

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

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

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

9.9.4. Appeals

Upon receipt of OPWDD's determination of a protest, a protester has 10 business days within which to file an appeal of the determination with the OSC Bureau of Contracts. The appeal must be filed with Brian Fuller at the New York State Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany, NY 12236. The protester's appeal must contain an affirmation, in writing, that a copy of the appeal has been served on OPWDD and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges the contracting agency's determination. The OSC Bureau of Contracts will conduct its determination of the appeal in accordance with its established policy.

10. OPWDD RESERVED RIGHTS

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

- Accept late Bids when in the best interest of the State;
- reject any or all proposals received in response to the RFP;
- withdraw the RFP at any time, at OPWDD's sole discretion;
- make an award under the RFP, in whole or in part;
- disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- seek clarifications and revisions of proposals;
- use proposal information obtained through site visits, management interviews, and the State's investigation of a Bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the Bidder in response to OPWDD's request for clarifying information, in the course of evaluation and/or selection under the RFP;
- prior to the Bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; NOTE: Any such modification issued on or before the due date for proposals shall go to all entities that have requested a copy of this RFP, and to the entities on the original Bidders' list, and may be posted to the OPWDD website and the New York State Contract Reporter website provided in Section 1.1 of this RFP; after that date (or an amended date, as the case may be), notification will be only to entities who have submitted proposals. OPWDD's right to issue modifications of this RFP permits any addition or deletion of requirements as OPWDD may deem appropriate.
- Prior to the Bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
- change any of the scheduled dates;
- eliminate any mandatory, non-material specifications that cannot be complied with, by all the prospective Bidders;
- waive any requirements that are not material;
- negotiate with the successful Bidder within the scope of the RFP in the best interests of the State;
- conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder;
- utilize any and all ideas submitted in the proposals received;
- require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors to ensure a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
- waive minor irregularities and/or omissions in Bids, if in the best interest of the State;
- at its sole discretion, reject illegible, incomplete, or vague Bids;
- resolicit offers from the Bidder community by republishing and readvertising this RFP at any time; and
- OPWDD shall have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented, or furnished by the Bidder under any Contract resulting from this RFP.

11. FREEDOM OF INFORMATION REQUIREMENTS

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

12. PAYMENTS

12.1. Deliverable-Based Payments

Invoices must only be submitted upon OPWDD's approval of the revised work plan and deliverables.

Payments will be based on the following deliverables:

Year 1:

- One 20% payment upon submittal and OPWDD approval of a revised work plan*
- Four payments of 20% after approved quarterly reports

Years 2-5:

- Four payments of 25% after approved quarterly reports

**NOTE: OPWDD expects that this deliverable will constitute a significant amount of work. Bidders are strongly advised to consider this when anticipating the cost for completion of this deliverable.*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.



EXHIBIT 1 – DATA COLLECTION REQUIREMENTS

Data Collection Requirements: At a minimum, the awarded contractor must collect data and report on the following:

1. Complaints/Referrals

- a. Telephone Complaint Availability (Hours of Operation, Total Hours per Week/Month)
- b. Total Number of Inquiries (calls, emails, website submission)
- c. Type of Contact (i.e., phone call, email, website submission)
- d. Type of Inquiry (i.e., complaint, request for support, information)
- e. Outcome of Inquiry (i.e., case opened, referral shared, info shared, in progress)
- f. First name, Last name, If the person is receiving services or requesting services.

2. Cases: For each case opened the following information must be collected:

- a. Identifying Information: First and Last Name, DOB, Address, County, Phone, Email, TABS number, CIN number
- b. Demographic Information: Age, Race/Ethnicity
- c. Brief Summary of Complaint
- d. Category of Complaint
- e. OPWDD Service Status: Currently Receiving Services, Eligible for Services, Formerly Received Services, Family Member of Individual Receiving Services, Individual working with OPWDD Receiving/Eligible Population
- f. OPWDD Supported/Funded Organization(s) Involved
- g. Resolution
- h. Total Number of Cases Opened, Closed, In-Progress

3. Education & Outreach:

- a. Number of Education/Outreach Events
- b. Number of Participants Engaged
- c. Participant Demographics (i.e., individuals with a developmental disability, family member, service provider, geographic location, race/ethnicity, preferred language, etc.)
- d. Education/Outreach Topics/Focus
- e. Evaluation of Education/Outreach if conducted (i.e., pre/post-tests, satisfaction surveys, etc.)

4. Programmatic Structure:

- a. Number of Employees
- b. Number, Type, and Name of any subcontracting entity
- c. Staff Training: number, type, topic, number of staff trained
- d. Quality Assurance Activities: audits, case reviews, hotline audits