



Office of Victim Services

Request for Proposals OVS Strategic Plan Development

Designated Contact
procurement@ovs.ny.gov Administrative Services Unit Office of Victim Services 80 S. Swan St., 2 nd Floor Albany, NY 12210

RFP Calendar of Events	
Action	Date/Time
RFP Release	Wednesday, January 8, 2025
Questions Deadline	End of Day Wednesday, February 5, 2025
Questions Response	Wednesday, February 12, 2025
Bids Due	End of day Tuesday, February 18, 2025
Tentative Award	Approximately March 26, 2025
Contract Start Date	Approximately June 1, 2025

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1. Introduction

1.0 RFP Key Points

- **Read the RFP in its entirety.**

Note key items such as critical dates, services required, qualifying and mandatory requirements, and proposal submission requirements.

- **Note the name and email of the designated contacts listed on the front page of this RFP.**

These are the only individuals that you are permitted to contact regarding this RFP in accordance with Procurement Lobbying Law (State Finance Law §139-j).

- **All announcements relating to this RFP will be disseminated via electronic mail (e-mail) and the Office of Victim Services website.**

It is the bidder's responsibility to check their e-mail periodically for any updates. Amendments and modifications to this RFP will be posted to the Office of Victim Services website. All applicable amendment information must be incorporated into the bidder's proposal. Failure to include any such information in your proposal may result in disqualification or a reduced technical score.

- **Take advantage of the Question-and-Answer period.**

The Question-and-Answer period is your opportunity to seek clarification. Please utilize this process to understand the requirements as well as raise any questions or concerns with your ability to bid. Submit your questions via e-mail by the date listed in the *RFP Calendar of Events* on the front page of this RFP. Responses to the questions will be disseminated to all potential bidders via e-mail and posted to the OVS State Operations Contracts Webpage. Additional information about Question-and-Answers can be found in *Section 1.6.1 Questions, Inquiries, and Responses*.

- **Provide complete responses – Bidder proposals must completely address all qualifying and mandatory requirements.**

To ensure your proposal is valid, thoroughly read all proposal requirements and provide complete responses. Ensure all aspects of each requirement are met. Use the forms provided to submit your response. Vague or incomplete responses to desirable requirements may result in a reduced technical score.

- **Review the RFP document and your proposal prior to submission.**

Make sure all requirements are fully addressed and all documents are legible and complete.

- **Package your proposal as required in the RFP.**

Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive. Additional information about packaging and proposal content can be found in *Section 3.4 Instructions for Proposal Submission*.

- **Submit your proposal on time.**

Except as specified in *Section 7.1 State's Rights to Proposals*, proposals received after the date and time in the *RFP Calendar of Events* will not be considered for award and may be returned, unopened, to the sender.

1.1 Designated Contact

Pursuant to State Finance Law §139-j and §139-k, the Office of Victim Services (OVS) identifies the following designated contact to whom all communications regarding this procurement must be made:

Administrative Services Unit: Procurement
Office of Victim Services
80 S. Swan St., 2nd Floor
Albany, NY 12210
Phone: 518-473-0456
Email: procurement@ovs.ny.gov

1.1.1.1 Procurement Lobbying

New York State Finance Law §139-j(6)(b) requires that State Agencies seek written affirmation from all bidders as to the bidder's understanding of, and agreement to comply with OVS's procedures relating to permissible contacts during a Government Procurement. Information related to the Procurement Lobbying Law and guidelines can be found within *Attachment 4 – Procurement Lobbying, Bidding, and Other Required Certifications*.

1.1.1.2 Restricted Period

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from bidders intending to result in a procurement contract with OVS and ending with the final contract award and approval by OVS and, where applicable, final contract approval by the Office of the State Comptroller (OSC).

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement.

Violation of any of the requirements described in this section may be grounds for a determination that the bidder is non-responsible and, therefore, ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the "restricted period" may result in the violator being debarred from participating in OVS procurements for a period of four years.

Pursuant to State Finance Law §139-j and §139-k, OVS has identified a designated contact on the cover page of this RFP to whom all communications regarding this procurement must be made.

1.2 Overview

The current mission of OVS is to provide compensation to victims of crime, their family members, and other eligible individuals in a timely, efficient, and compassionate manner; to fund direct services to victims of crime and their families through a network of programs across New York State; and to advocate for the rights and benefits of all victims of crime.

OVS is organized into five functional areas, which are each headed by a Unit Chief who reports directly to an Associate Deputy Director, Deputy Director, or General Counsel, who in turn report to the Director. The Director is appointed by the Governor and oversees the operations of the agency. Duties performed by staff are related to the agency's compensation program, victim and witness assistance program, administrative and operational functions, and statutorily mandated advocacy roles. These duties are divided among the different units according to the unit's primary mission.

In recent years, OVS has experienced staff turnover, new leadership within and outside the agency, and expansion of the services we provide. The agency desires to ensure our mission is still in line with the services

provided and reflecting the needs of the people in New York State that we serve. Additionally, a reflection of how the agency serves its own staff is a high priority for the OVS Executive Team.

OVS requests that this Strategic Plan be established and the initial 3-4 initiatives are ready to begin within 6 months of the contract start date.

1.3 Purpose

OVS is seeking proposals from the vendor community for a project manager to lead the development of a comprehensive Strategic Plan for the agency that includes, but is not limited to, a Strategic Plan that drives the agency forward for the next 5 to 10 years; a Mission, Vision, and Values Framework, including establishing a formal Vision and Values statement, and updating the current Mission statement; metrics for determining outcomes and success; a change management plan for the Strategic Plan; and a communication plan for OVS internal staff and external stakeholders.

1.4 Contract Signing, Term, & Value

OVS intends to award a contract to one (1) successful bidder contingent upon availability of sufficient funding and approval of the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

The initial contract term is expected to be for a period of one (1) year. The value of this contract will not exceed \$150,000.

1.5 Overview of Solicitation Process

Information related to the submission of proposals can be found in *Section 3. Proposal Submission Instructions*.

1.5.1.1 Questions, Inquiries, and Responses

Prospective bidders will have the opportunity to submit written questions and requests for clarification regarding this RFP. All questions regarding this RFP must be submitted via e-mail to the Designated Contact. Questions received after the date and time specified in the *RFP Calendar of Events* may not be answered prior to the Bid Due Date. Questions must reference the relevant page and section of the RFP in question and be directed to the designated contact. Questions submitted by bidders should be in the following format:

Question No.	RFP Section	RFP Page	Vendor Name	Question

OVS will provide a written response to all substantive questions and requests for clarification. Responses to bidder questions and requests for clarification will be distributed via e-mail to all potential bidders and posted to the OVS State Operations Contracts Webpage.

Prospective bidders should note that all clarifications and exceptions, including those related to the terms and conditions of the RFP, are to be resolved prior to the submission of a proposal by utilizing the Question-and-Answer period. Bidders should also be certain to bring forward terms and conditions in the RFP that would prohibit a bidder from bidding. Extraneous Terms relating to Contract language in this RFP must be submitted with the Bid Proposal in accordance with *Section 2.8 Extraneous Terms*. Bidders entering into a contract with the State are expected to comply with all terms and conditions contained herein and any resulting contract.

Contacting individuals other than the Designated Contact may result in the disqualification of the bidder's proposal. Bidders are urged to check the OVS State Operations Contracts Webpage frequently during this bid submission for notices of any changes, additions, deletions, or updates regarding the RFP.

1.5.1.2 Intent to Bid/Not Bid

1.1.1.1 Intent to Bid/Not Bid

Please complete *Attachment 9 – Intent to Bid/Not Bid*, indicating your intent to Bid/Not Bid, and submit to the Designated Contact via e-mail by the date indicated on the *RFP Calendar Events* on the cover page of this RFP.

1.1.1.2 Removal from Bidders List

If you would like to have your organization removed from the mailing list for procurements of this type, please send an e-mail to the Designated contact as well as an indication of why you would like to be removed.

1.5.1.3 Right to Modify RFP

OVS reserves the right to modify any part of this RFP, including but not limited to the date and time by which proposals must be submitted and received by OVS, at any time prior to the Bids Due Date listed in the *RFP Calendar of Events* on the cover page of this RFP. Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Bids Due Date, any such clarifications or modifications as deemed necessary by OVS will be posted to the OVS website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify OVS of such error, in writing to the Designated Contact and request clarification or modification of the document.

If, prior to the Bid Due Date, a bidder fails to notify OVS 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.

1.6 Definitions

Term	Description
Agency	New York State Office of Victim Services
Agency Staff	An employee of OVS who is an authorized user of the system.
Alternative	Approach proposed by bidder that provides a different solution to the agency need.
Business Days	Monday through Friday except for federal, state, and legal holidays observed by the State of New York
Data	Any information, analytic derivatives, formula, algorithms, or other content that OVS may provide to the Contractor. Data includes, but is not limited to, information about the operations of the agency, staff names and job title, existing policies or procedures.
Desirable	Elements the agency prefers but the bidder is not obligated to propose.
ITS	New York State Office of Information Technology Services
Mandatory	Required elements the bidder must propose.
Optional	Elements the bidder must propose but the agency is not obligated to purchase
OSC	Office of the New York State Comptroller
OVS	New York State Office of Victim Services
Policy	A guideline that regulates organizational action. Policies control the conduct of people and thus the activities of the system.
Responsible Bidder	A bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment, and integrity, and that is found to be competent, reliable, and experienced, as determined by the Agency. For purposes of being

	deemed responsible, a bidder must also be determined to be in compliance with § 139-j and § 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.
Responsive Bidder	A bidder meeting the specification or requirements prescribed in the solicitation, as determined by the Agency.
Trauma-informed	An understanding and consideration of the pervasive nature of trauma and promotion of environments of healing and recovery rather than practices and services that may inadvertently re-traumatize.
SFS	New York Statewide Financial System

2. RFP Administrative Requirements

2.0 General

By submission of a Proposal, the bidder affirms acceptance of and compliance with all requirements and specifications outlined in this RFP. If any part of the work required by this RFP is subcontracted, the Contractor is responsible for all requirements identified in this document.

2.1 Solicitation

This RFP is a solicitation for proposals, not an offer for a contract.

2.2 Liability

Neither OVS nor the State of New York shall be liable for any costs incurred by a bidder in the preparation and production of any proposal, or for any work performed prior to the award of a formal contract.

2.2.1.1 Save Harmless Clause

The selected bidder agrees and stipulates that it will assume all risks of liability in the performance of services to be provided under this proposal and that it will be solely responsible and liable for damages resulting from all accidents and injuries to person(s) or property. The selected bidder agrees to indemnify, keep, and hold harmless the State of New York, its officers and employees for any and all claims for injury or damage to persons or property, arising out of the service to be performed under this proposal, including negligence, active or passive, or wrongful or improper conduct of the selected bidder, its agents or employees.

2.3 Litigation Support

The selected Contractor will be required to support OVS in any litigation as part of participation in the contract resulting from this RFP.

2.4 Freedom of Information Law

Your proposal to OVS, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law (POL). FOIL provides that certain records are exempt from disclosure, including those that contain (1) trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of your organization, or (3) critical infrastructure information.

Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be withheld if only a portion of the document is exempt from disclosure. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. If you identify information seeking an exemption from public disclosure due to the above-mentioned reasons such request will be reviewed, and a determination will be made as to whether the information is exempt from disclosure under FOIL. However, such submissions seeking non-disclosure will not be considered unless it is accompanied with an explanation justifying the privilege. The State's determination may be appealed

pursuant to POL §87(2)(b), and the State, without having to request it, will redact information that “if disclosed would constitute an unwarranted invasion of personal privacy.”

2.5 Conflict of Interest

2.5.1.1 Organizational Conflict of Interest

To the best of the Contractor’s knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to OVS.

- a. Any organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor’s objectivity in performing the work for OVS.
- b. The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to OVS. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with OVS, to avoid, mitigate, or minimize the actual or potential conflict.
- c. To the extent that the work under this contract requires access to personal, proprietary, or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

2.5.1.2 Personal Conflict of Interest

The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

- a. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify OVS immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as the Contractor becomes aware of such conflict. OVS will notify the Contractor of the appropriate action to be taken.
- b. The Contractor agrees to advise all management or professional level employees involved in the work of this contract that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise OVS, which will advise the Contractor of the appropriate action to be taken.
- c. Unless waived by OVS, the Contractor shall certify annually that, to the best of the Contractor’s knowledge and belief, all actual, apparent, or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to OVS. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by OVS. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict-of-interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of the contract award, and all subsequent certifications shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.
- d. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by OVS or first generated during contract performance, of a sensitive nature which should not be released without OVS’s approval. If this situation occurs, the Contractor agrees to

obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to OVS, any information or data provided by OVS or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of OVS. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to OVS so that OVS can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

2.5.1.3 Remedies

- a. OVS may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to OVS, OVS may terminate the contract, or pursue such other remedies as may be permitted by the terms this RFP or contract Appendices.
- b. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.
- c. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, unless otherwise authorized by OVS.

2.6 Contract Negotiations

During contract negotiations, OVS must have direct access to bidder personnel who have full authority to make commitments on behalf of the bidder. Bidders must include, as part of their proposal, any restrictions under which their primary negotiators will operate.

2.7 Extraneous Terms

Bids must conform to the terms set forth in the solicitation. Extraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and may result in the rejection of the Bid.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts, or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counteroffer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form;
- b. The writing must identify the specific solicitation requirement (if any) that bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The bidder shall enumerate the proposed addition, deletion, counteroffer, deviation, or modification from the solicitation, and the reasons therefor.

No extraneous terms, whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Agency expressly accepts each such term in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of extraneous terms.

3. Proposal Submission Instructions

3.0 General Proposal Requirements

This RFP is framed to present the business needs of OVS. OVS expects that respondents will demonstrate their competency and the breadth and depth of knowledge in this area by helping OVS understand how the bidder's proposal will meet OVS's needs.

Proposals containing false or misleading statements, or which provide unverifiable details, may be rejected. If in the opinion of OVS such statements are intended to mislead OVS in their evaluation of the bidder's proposal, OVS reserves the right in its sole discretion to reject said proposal.

3.1 Proposal Format & Content

The bidder must provide a response that clearly and precisely provides all required information. Emphasis should be placed on conformance with RFP instructions, responsiveness to the RFP requirements, and clarity of intent. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed nonresponsive. OVS does not require, nor desire, excessive promotional material that does not specifically address the response requirements of this RFP.

For OVS to evaluate bids fairly and completely, bidders should follow the format set forth herein and should provide all the information requested. All items identified below should be addressed as concisely as possible for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

Bidders should include all information that may be deemed pertinent to their proposal. Bidders may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the bidder's original proposal. If further clarification is needed during the evaluation period, OVS will contact the bidder.

3.1.1.1 Administrative Proposal

3.1.1.1 Contents

The administrative proposal must include the following:

- Cover Letter
 - Extraneous terms, if applicable
 - Request for exemption from FOIL disclosure, if applicable.
- Forms & Attestations
 - Attachment 3 – Diversity Practice Questionnaire
 - Attachment 4 – Procurement Lobbying Bidding & Other Required Certifications
 - Attachment 5 – Sexual Harassment Prevention
 - Attachment 6 – Public Officers Law
 - Attachment 7 – Encouraging Use of New York State Businesses in Contract Performance
 - Attachment 8 – Vendor Responsibility Questionnaire
 - Attachment 10 – References
 - Form A: State Consultation Services – Contractor's Planned Employment
 - ST-220-CA: Contractor Certification to Covered Agency

3.1.1.2 Cover Letter

The cover letter should confirm that the bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, it must confirm that, should the contract

be awarded to your company, you would be prepared to begin services as illustrated in the RFP schedule. The cover letter should include the full contact information of the person(s) OVS shall contact regarding the proposal and must also include the name(s) of the principal(s) of the company responsible for this contract, their function, and title. An organization's representative authorized to make contractual obligations should sign the cover letter.

3.1.1.3 References

Three client or project references, including contact information, that can confirm the bidder meets the minimum requirements within *Section 5.2 Minimum Proposer Qualifications. Attachment 10 – References* must include each reference.

3.1.1.2 **Technical Proposal**

The bidder's Technical Proposal should include detailed written responses that demonstrate an understanding of the proposed work. Only information included in the proposal will be evaluated. Web links that are provided with a Proposal will not be accessed and information within such links will not be considered for evaluation.

Using *Attachment 1 – Technical Proposal*, bidders must provide narrative responses for how the bidder will achieve the requirements requested in *Section 6 Contractor Deliverables & Requirements*. If asked to describe how fees or payment points are determined DO NOT include any cost amount, only describe the process for determining the basis of rates or quantities used in cost calculations.

3.1.1.3 **Cost Proposal**

The bidder must submit a completed *Attachment 2 – Cost Proposal* in a separately sealed package within the proposal submission and it must be clearly identified as the Cost Proposal as indicated in *Section 3.4 Instructions for Proposal Submission*. Each item must be completed with no lines omitted.

The bidder shall not modify or change the form, provide alternative pricing, or deviate from the Cost Proposal form; doing so may render the bid non-responsive and may result in it being eliminated from further evaluation. Add-on costs that do not conform with *Attachment 2 – Cost Proposal* will not be evaluated, will be disregarded as extraneous, and will not be considered. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

The value of the contract resulting from this RFP will not exceed \$150,000. OVS reserves the right to disqualify proposals that exceed this amount for non-conformance to the RFP.

3.2 **Proposal Preparation**

- Where signatures are required, the document should have a handwritten signature or digital signatures for PDFs¹.
- OVS discourages overly lengthy proposals. Therefore, marketing brochures, user manuals, or other materials beyond those sufficient to present a complete and effective proposal are not desired. For OVS to evaluate proposals fairly and completely, proposals should follow the format set out herein to provide all requested information. The bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the bidder should make specific reference to the other section, rather than repeating the information.
- Audio and/or videos files are not allowed. Any submitted audio or video files will not be considered by the evaluation team.
- All proposal sections must be packaged separately, be clearly identified, and contain page numbers.

¹ For information on signing PDFs, visit: <https://helpx.adobe.com/acrobat/using/signing-pdfs.html> or <https://helpx.adobe.com/acrobat/using/certificate-based-signatures.html>

- Electronic submissions must not contain any password protected files or encryption requiring special access.
- Drop boxes, shared file systems, or other internet-based document sharing systems are not acceptable forms of proposal submission.
- Financial Proposals must be submitted in a separate email containing **only** the *Attachment 2 – Cost Proposal*. Other forms or documents for the cost proposal will not be accepted.
- Proposals must be received by the date and time specified in the *RFP Calendar of Events*.

3.3 Instructions for Proposal Submission

The Administrative, Technical, and Cost Proposal (*Section 3.2 Proposal Format and Content*) should be emailed separately and identified as follows:

Proposal Package	Email Submission Contents
Administrative Proposal	<ul style="list-style-type: none"> • All required elements listed in <i>Section 3.2.1 – Administrative Proposal</i>.
Technical Proposal	<ul style="list-style-type: none"> • Completed <i>Attachment 1 – Technical Proposal</i> • Supporting documents as necessary.
Financial Proposal	<ul style="list-style-type: none"> • Completed <i>Attachment 2 – Cost Proposal</i> only

The attachment size limitations are 150MB for each email. Administrative Proposal documents may be combined into a single PDF, separate attachments, or in a compressed zip file. Technical proposal supporting documents may combined into a single PDF, separate attachments, or in a compressed zip file but must not be combined into a PDF with the *Attachment 1 – Technical Proposal*.

Proposals must be submitted to the email address provided below by the end of the day listed in the *RFP Calendar of Events* on the cover page of this RFP:

Email Submissions:

Address: procurement@ovs.ny.gov

Subject: Strategic Plan Proposal: <Proposal Package Name>

3.4 Timely Submission

The bidders are solely responsible for timely delivery of their bid to the location set forth by the stated bid due date and time and are solely responsible for delays in receipt, including but not limited to those due to third-party carriers.

3.5 Bid Security

OVS reserves the right to use any and all information contained in a bid to the extent permitted by law. If the bidder asserts that any portion of the bid contains copyrighted material, trade secrets, or any other information in which the bidder asserts a proprietary interest, such assertion must be explicitly stated in the bid. Each bidder's proposal will be held in strict confidence by OVS/State of New York staff and will not be disclosed except as expressly provided herein and to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain approval for the final Contract and except as required by law.

3.6 Bid Effective Period

The bidder's bid must be firm and binding for a period of at least 120 days following the proposal due date.

3.7 Bid Opening

Bids will not be opened publicly. OVS reserves the right at any time to postpone or cancel a scheduled bid opening.

3.8 Bidder Proposal Clarification

Prior to award, OVS reserves the right to seek clarifications, request proposal revisions, or to request any information deemed necessary for proper evaluation of proposals from all bidders deemed to be eligible for Contract award. Failure of a bidder to cooperate with OVS's effort to clarify a proposal may result in the proposal being labeled as non-responsive and be given no further consideration.

Additionally, OVS reserves the right to use information submitted by the bidder in response to OVS's request for clarifying information in the course of evaluation and selection under this RFP.

3.9 Bid Evaluation and Selection

See *Section 4.3 Composite Scores and Final Ranking*, regarding bid selection and point allocation. Submitted bids may be reviewed and evaluated by any personnel or agents of OVS, other than those associated with a competing bidder.

3.10 Bid Review and Contract Approval

The Contract resulting from this RFP will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

3.11 Debriefing Sessions

A debriefing is available to any entity that submitted a proposal or bid in response to a solicitation ("Bidder"). A bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. Debriefing must be requested in writing by any bidder within fifteen (15) calendar days of OVS notifying the unsuccessful bidders that another vendor was selected. A bidder's written request for a debriefing must be submitted to the Designated Contact. The debriefing will be scheduled within ten (10) business days of receipt of written request by OVS or as soon after that time as practicable under the circumstances.

Please note that the debriefing will be limited to only the strengths and weaknesses of the bidder's proposal and will not include any discussion of other proposals.

3.12 Bid Protest Procedure

Bidders who receive a notice of non-award may protest the award decision by filing a protest with OVS. All protests must be filed within ten (10) business days of receipt of a debriefing, or ten (10) business days of receipt of the notice of non-award, whichever is later. The protest letter must be submitted to the Designated Contact. Please include the title of this solicitation in your correspondence.

OVS will review and consider the merits of the protest and will decide whether the protest is approved or denied. The bidder will be provided with written notification of the review decision within seven (7) business days of receipt of the protest. The original protest and decision will be filed with the Office of the State Comptroller (OSC) when the contract procurement record is submitted for approval and OVS will advise OSC that a protest was filed.

4. Evaluation Process

Pursuant to State Finance Law, the basis for contract award under this RFP will be "best value," optimizing quality, cost, and efficiency among responsive and responsible bidders.

4.0 Proposal Clarification

OVS reserves the right to require a bidder to provide clarification and validation of its proposal through any means OVS deems necessary. Failure of a bidder to cooperate with OVS's efforts to clarify or validate proposal information may result in the proposal being labeled as non-responsive and given no further consideration.

4.1 Evaluation Process Overview

There will be three (3) phases to the evaluation process. Proposals which pass Phase One of the evaluation will be further evaluated in Phase Two. The apparent awardee will be evaluated as outlined in Phase Three.

4.1.1.1 Phase One – Proposal Screening

All timely submitted proposals will be evaluated in Phase One. Each proposal will be screened for completeness and conformance with OVS's requirements for proposal submission as specified in this RFP. Proposals which do not meet the requirements may be labeled as non-responsive and may not be given further consideration. All proposals that pass this stage of the evaluation process will be further evaluated in Phase Two.

4.1.1.2 Phase Two – Technical and Cost Evaluation

4.1.1.1 Technical Evaluation (69 Points)

Bidders who pass Phase One of the evaluation will receive a Technical Evaluation. Scoring will be based on the bidder's responses as submitted in their Technical Proposal.

4.1.1.2 Diversity Practices (1 Point)

Bidder must provide their Diversity Practices on the form provided in this RFP as *Attachment 3 – Diversity Practices Questionnaire*. Additional sheets should be attached as necessary to fully describe your company's Diversity Practices. Available points will be awarded based upon the answers provided on the *Attachment 3 – Diversity Practices Questionnaire*. Points will not be awarded based on a company's status as a certified MWBE firm. Pursuant to §310(22) of Article 15A of New York State Executive Law, "Diversity Practices" shall mean the Contractor's practices and policies with respect to:

1. Utilizing certified minority and women-owned business enterprises in contracts awarded by a State agency or other public corporation, as subcontractors and suppliers; and
2. Entering into partnerships, joint ventures, or other similar arrangements with certified minority and women-owned business enterprises as defined in this article or other applicable statute or regulation governing an entity's utilization of minority and women-owned business enterprises.

4.1.1.3 Cost Evaluation (30 Points)

The bidder's financial proposal will be scored concurrently and separately from the Technical Evaluation. Scoring will be based on bidder's response as submitted in their *Attachment 2 – Cost Proposal*. Bidders who submit cost proposals with blank bid line items grant OVS the right to interpret such line items to have zero associated charge.

The value of the contract resulting from this RFP will not exceed \$150,000. OVS reserves the right to disqualify proposals that exceed this amount for non-conformance to the RFP.

4.1.1.3 Phase Three – Reference Qualification Evaluation (Pass/Fail)

References provided on *Attachment 10 – References* will be checked on a pass/fail basis for the top ranked, apparent awardee only.

4.2 Composite Scores and Final Ranking

The contract will be awarded to the bidder whose proposal obtains the highest final aggregate score. The table below summarizes the evaluation point distribution:

Evaluation Component	Points
Technical Evaluation	69

Cost Evaluation	30
Diversity Practices	1
Final Composite Score	100

If bidders receive the same final score, OVS will use the following tie breaking mechanisms, in the order listed, to determine the final ranking:

1. The bidder's Financial Score.
2. The bidder's Score on select elements of the Technical Proposal.

5. Scope of Work

5.0 Introduction and Objectives

OVS currently has a Mission Statement but does not have any documented Strategic Plan or framework that includes Values or Visions. This project should evaluate the mission statement and potentially recommend changes to it. This project will also develop the vision and values which will drive the direction of the agency for the next five to ten years. The Strategic Plan must be rooted in the new mission, vision, and values framework with a clear pathway for all strategies, priorities, themes, initiatives, and goals to achieve the overall mission.

Objectives

The agency is seeking a project manager to create a strategic plan involving the following items:

- Evaluate the agency's Mission Statement and recommend revisions or alternatives to it.
- Identify the Values and Vision that will drive the direction of the agency for the next five to ten years.
- Conduct an analysis of the organization that includes, but is not limited to:
 - evaluating the structure, culture, and the internal and external reputation of OVS and its Units;
 - a Strength, Weaknesses, Opportunities, and Threats (SWOT) analysis;
 - evaluating the budget constraints and identifying caveats that will impact the implementation of the Strategic Plan; and
 - evaluating the agency's relationship with external stakeholders, including the OVS Advisory Council, other State agencies, the Executive Chamber and the Legislature, Statewide coalitions, victim assistance providers, and victims of crime.
- Identify priorities and themes to be based on the results of the analysis of the organization.
- Develop goals, strategies, objectives, and dependencies.
- Create a map of initiatives based on the goals, strategies, objectives, and dependencies.
- Develop milestones and performance measures and indicators that will allow OVS to track progress and assess the overall performance of the Strategic Plan and Agency

5.1 Minimum Proposer Qualifications

Bidders are advised that the State's intent is to ensure that only responsive, responsible, qualified, and reliable Contractors enter into a contract to perform the work as defined in this RFP. Bidders shall comply with the laws of the State of New York and shall possess or obtain any required licenses, permits, or authorizations.

5.1.1.1 Organizational Experience

Bidders must meet the following qualifications:

Required Education & Experience

- Bachelor's degree in a professional specialty AND 5+ years of relevant experience, OR,
- Master's degree in a professional specialty AND 3+ years of relevant experience, OR,
- PhD. in a professional specialty AND 1+ years of relevant experience, OR,

- Any equivalent combination of education, advanced training AND 10+ years of relevant experience.

Required Skills & Competencies

- Project manager on multiple (3+) projects, including those aimed at the identification, development, and evolution of an organization's strategic plan.
- Experience (3+ years) in identifying and building organizational identity, strategic plans, or similar initiatives.
- Examples of successful initiatives which addressed the issues of diversity, equity, and inclusion.

Desired Skills & Competencies

- Project Management Professional (PMP), Certified Associate in Project Management (CAPM), or PMI Agile Certified Practitioner (PMI-ACP).
- Knowledge of trauma-informed organizational practices.
- Experience working with victim services organizations.

The Project Manager will work directly with the OVS Executive Team and Unit Chiefs. The Project Manager will also work directly with select OVS staff and stakeholders.

All documentation will be available to OVS staff to view at any point during or after the project. The Project Manager must develop and maintain all agendas and meeting minutes and provide regular updates to OVS management on the status of the project including any delays or changes to the timeline or scope of the project.

Additional support staff may be utilized as needed to accomplish the goals of the project. These staff must have strong written communication and analytical skills.

Proposers may not use a subcontractor's or any other entity's qualifications to meet these requirements.

5.1.1.2 Reference Qualifications and Check

Using *Attachment 10 – References*, bidders must include at least three (3) References; companies, government agencies, or not-for-profit organizations where they have provided the services, or significantly similar services, requested in this solicitation.

5.2 Roles and Responsibilities

The bidder must provide a sufficient number of competent and qualified personnel to meet the requirements of the scope of work. This includes at least one Contractor Project Manager who shall:

- report to and take direction from the OVS Project Lead(s), OVS Executive Team, and/or their designees;
- coordinate work efforts and collaborate with the OVS Project Team;
- manage the work of the Contractor staff, including subcontractors;
- keep OVS fully informed as to the Contractor's progress and performance of the Scope of Work;
- participate, in-person or remotely, in regularly scheduled meetings and any additional meetings as necessary;
- issue reports as reasonably requested or as otherwise required by the Contract; and
- ensure all deliverables are validated and verified.

The OVS Project Lead(s) shall:

- provide direction to the Contractor Project Manager;

- keep the Contractor Project Manager and OVS Executive Team informed as to any substantial changes to the project;
- participate, in person or remotely, in regularly scheduled and ad-hoc meetings;
- review and approve deliverables submitted by the Contractor according to *Section 6.3.2 Deliverable Acceptance Process*.

6. Contractor Deliverables & Requirements

6.0 Contract Staffing Requirements

The Contractor shall provide capable personnel to effectuate the business relationship, implementation, and ongoing services of the resultant contract. Any changes to the Contractor's project team must be approved by OVS. The Contractor shall provide for the continuity of the responsibilities of any position that must be reassigned or replaced with a qualified replacement made available within ten (10) business days, subject to the review and approval of OVS. Should the need arise to make substitutions for any member of the project team, the Contractor will promptly provide resumes of comparably experienced staff for OVS review and approval.

Using *Attachment 1 – Technical Proposal*, include a contract staffing plan and resumes for the proposed personnel. If the bidder intends to use subcontractors, describe how the subcontractor's performance will be monitored.

See *Appendix D, Section XX. Contractor Staff* for additional information on staffing changes and staff conduct. If the bidder intends to use subcontractors, refer to *Appendix D, Section XXXVII. Subcontracting* for additional information and Contractor responsibilities.

6.1 Deliverables

The information in this section describes the aspects of the project that the Contractor must perform for both contract performance and the bid proposal. Use *Attachment 1 – Technical Proposal* to provide the deliverables listed below.

6.1.1 Project Management Plan

Bidders must provide a Project Management Plan describing the overall project management approach. The plan should address, at a high level, the overall project management approach or methodology that will be utilized; the roles and responsibilities of the Contractor and OVS staff required to complete this project; and how information will be shared including how the Contractor will collaborate with the OVS Project Lead who is responsible for ensuring the overall Project meets agency goals and timeline requirements.

6.1.1.1 Project Communications Plan

Bidders shall describe how they intend to ensure successful lines of communication between OVS, the OVS Project Lead(s), and the bidder's Project Management Team as it relates to the project to develop the Strategic Plan. The plan shall include:

- how project information and documentation will be collected and stored;
- what procedures will be followed to disseminate the information and documentation; and
- the method by which information will be accessed if it is needed between regularly scheduled communications.

OVS's preferred method of communication is via email. Attachments to emails should be in commonly accessible formats such as Word (.doc/.docx), Excel (.xls/.xlsx), or PDF (.pdf).

The Contractor must provide access to all project documentation throughout the duration of the contract and turn over all documentation to OVS at the end of the contract term.

6.1.2 Implementation Plan

Bidders will describe, in detail, any additional relevant information from the project management plan as well as how each of the objectives listed in *Section 5.1 Introduction and Objectives* will be achieved. The Bidder should provide as much detail as possible on the following:

- what will be the process for developing the Strategic Plan;
- how the Contractor will gather information to develop the plan;
- how the development of the plan will impact OVS staff and their daily activities;
- the level of interaction with external stakeholders;
- how recommendations for change or action will be determined;
- what factors, resources, or metrics will be used in decision making processes; and
- how transparency of the development of the plan will be managed.

6.1.3 Timeline

Bidders must provide a project schedule that includes a Gantt chart and detailed dependencies, caveats, or risks associated with this schedule. Bidders should allow adequate time for conducting analyses, meeting with internal and external stakeholders, developing materials to present to OVS. The timeline must also include all the items outlined in *Section 6.3 Documented Deliverables*. A draft of the Strategic Plan should be provided at the 9-month mark.

6.2 Documented Deliverables

The Contractor shall provide the required deliverables and shall work with OVS to ensure that said deliverables are provided within the timeframes outlined in the project schedule. These deliverables shall be the basis against which the Contractor's performance shall be evaluated and payments will be made.

- Initial Kickoff Meeting – Within 10 business days of Contract Execution by OSC.
 - The Contractor shall conduct an Initial Kickoff Meeting to discuss the details of the Project with the OVS Project Team
- Project Management Plan – Within 30 days of the Contract Start Date
 - The Project Management Plan shall describe how the project will be managed including, but not limited to, roles and responsibilities, how information will be shared, and the methodology to be used to successfully complete this project.
- Implementation Plan – Within 30 days of the Contract Start Date
 - The Implementation Plan shall describe in detail how the objectives of the project will be achieved. The Plan shall also include, but not be limited to, how the Contractor will develop the Strategic plan, interact with stakeholder, what resources will be needed, and how decisions and recommendations will be made.
- Timeline – Within 30 days of the Contract Start Date
 - The Timeline should include all key milestones and regularly scheduled meetings.
- Communication Plan – Within 30 days of the Contract Start Date
 - The Communication Plan should be a long-term plan on how the OVS Exec Team should communicate information about the Strategic Plan to OVS internal and external stakeholders. This should include, but not be limited to, how OVS shall describe what it is, what its purpose is, why it is being changed, and how staff can provide input.
- Analysis Results including the SWOT analysis and evaluation of the relationship with external stakeholders – Within 3 months of the Contract Start Date
- A 6-month Report of Initial Recommendations including, but not limited to:
 - Recommendations for changes to the Agency Mission
 - Mission, Vision, Values Framework
- Complete a Comprehensive Strategic Plan Document that includes, at minimum:

- Clearly identified priorities and themes;
- An outline of strategies, objectives, and dependencies;
- Measurable short-term and long-term goals connected to the Mission, Vision, and Values;
- A map of the initiatives with specific timeframes that covers the 5-to-10-year lifespan of the plan; and
- Performance measures and indicators for performance.
- Change Management Plan
 - The Change Management Plan should clearly outline how OVS will change the Strategic Plan to meet the needs of the agency, the changing priorities of the agency or State, upon achieving the initial objectives, and develop its next iteration in the next 5-10 years.

6.2.1.1 Deliverable Expectations Document (DED)

The Deliverable Expectation Document (DED) provides a basis for the development and submission of each deliverable. A DED is used to avoid miscommunication and ensure that OVS and the Contractor possess a mutual understanding of content and scope (depth and breadth) of the deliverable.

Prior to commencing work on a contract deliverable (including Project Plans and documentation), the Contractor shall submit a DED for each deliverable to OVS for approval. The DED will set forth the scope and content (depth and breadth) of the deliverable by presenting pertinent information, including, but not limited to, a summary of the content of each deliverable and any next steps by the Contractor and/or OVS.

6.2.1.2 Deliverable Acceptance Process

The Contractor shall provide the required deliverable(s) along with the approved DED(s). The Contractor shall request written approval and acceptance of the deliverable(s) by OVS prior to submitting an invoice for the deliverable.

6.3 Security Procedures

Please note that OVS locations have on-site security policies that must be followed. The Contractor will work with OVS to obtain necessary clearances. The Contractor may be required to provide information such as, but not limited to, the company name, each employee's name (as it appears on a valid driver's license or photo identification), vehicle make, model and license plate, etc. to OVS. The Contractor, contractor employees, and subcontractor employees may be subject to background checks.

Using *Attachment 1 – Technical Proposal*, provide a list of staff who will have access to data. These staff may be required to sign confidentiality agreements to be held by OVS.

6.4 Payment Requirements

The Contractor must submit invoices for services rendered and for acceptance by OVS to the following designated payment office:

procurement@ovs.ny.gov

The Agency pays charges after the services and/or products are provided and does not pay in advance for these services and/or products. Fees paid for which it is subsequently determined that the Contractor was not entitled must be reimbursed to the Agency, and the Agency may do so by subtracting such fees from any payments that later become due to the Contractor under the Contract.

Payment requests must include appropriate backup documentation to support the request for payment. All payments will be made in accordance with Article XI-A of the State Finance Law.

The Contractor shall provide complete and accurate billing invoices to OVS to receive payment. Billing invoices submitted to OVS must contain all information and supporting documentation required by the Contract, OVS,

and the State Comptroller. Payment for invoices submitted by the Contractor shall be sent to the address listed on the W-9 submitted by the Contractor with the returned, signed contract. To expedite payment, the Contractor may register for Electronic Funds Transfer by updating its registration with the Vendor Management Unit in the Office of the State Comptroller. Vendor support information is available at <http://www.sfs.ny.gov> as well as helpdesk@sfs.ny.gov and toll-free at (855) 233-8363.

Contractor shall agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Agency, in the Agency's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us, by e-mail at helpdesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Agency has expressly authorized payment by paper check as set forth above.

6.5 Payment Schedule

Payments will be based on the successful completion, submittal, and OVS approval of the defined deliverables for each major project activity as detailed in the *Section 6 Contractor Deliverables & Requirements* and *Attachment 2 – Cost Proposal*. OVS will be responsible for verifying each deliverable prior to payment.

Reimbursement for travel, meals, or lodging expenses associated with this project shall not exceed: (i) the rates authorized by the NYS Office of the State Comptroller for State employee travel and (ii) the amount set forth in the *Attachment 2 - Cost Proposal*.

Invoices will be due no later than 45 days from the end of the period in which the services were rendered.

6.6 Contractor's Compensatory Liability

If the Contractor fails to complete any of the specified services within the timeframe required, OVS reserves the right to have such work completed either by another company or with in-house staff. In any such event, the Contractor shall be liable to reimburse OVS for all costs incurred to complete the work. OVS further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

6.7 Warranties

The Contractor warrants that the services acquired under the resultant contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All materials and workmanship provided under the resultant contract shall be warranted for a minimum of one year from the receipt and acceptance of the final documentation and materials by OVS. Where the Contractor, product manufacturer, or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply.

6.8 New York State Information Technology Requirements

The Contractor shall warrant, covenant, and represent that it shall comply fully with all technology and information security laws, policies and procedures of the State.

ITS Security Policies and Standards may be found at <https://its.ny.gov/tables/technologypolicyindex>

The contractor shall document its information security policy, standards, and procedures, and shall make them available for review by OVS upon request.

6.9 Use, Access, and Ownership of Data

The Contractor agrees that any Data provided by OVS or accessed by the Contractor under the terms of the Contract shall be used expressly and solely for the authorized purposes set forth in the Contract. Data shall not be distributed, used, repurposed, or shared across other applications, environments, or business units of the Contractor; or passed to other contractors, subcontractors, or any other interested parties.

Access to OVS's Data shall be restricted to those Contractor employees or subcontractors who need to access the information to perform services under this RFP. The Contractor shall maintain a list of individuals who have access to this information and shall provide it to OVS upon request. The Contractor must notify OVS Counsel and the OVS Project Lead of any suspected or actual breaches of Data immediately upon discovery. The Contractor shall hold OVS harmless from any damage or loss, including a consequential financial loss, resulting from a breach of Data including Data that contains "private information."

All Data shall be owned exclusively by OVS and will remain the property of OVS at the end of the contract. The Contractor is permitted to use Data solely for the purposes set forth in the RFP and the resulting Contract, and for no other purpose.

7. General Requirements

With the submission of a response to this Request for Proposals, the bidder agrees to all contract conditions outlined in this Section except that bidders may propose changes as allowable in *Section 2.8 Extraneous Terms*.

7.0 State's Rights to Proposals

By submitting a proposal, the bidder agrees not to make any claim for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications, or because of any misinformation or lack of information. OVS reserves the right to exercise the following:

- Change any of the scheduled dates herein;
- Amend RFP Requirement(s) after their release to correct errors or oversights, or to supply additional information as it becomes available and, if so, notify all potential bidders on the Agency-maintained Bidders List;
- Withdraw the RFP, at its sole discretion without any obligation or liability to any vendor;
- Eliminate any mandatory, non-material requirement that cannot be complied with by all of the prospective bidders;
- Evaluate, accept, and/or reject any and all proposals, in whole or in part, and waive technicalities, irregularities, and omissions if, in OVS's judgement, the best interests of OVS will be served. In the event compliant bids are not received, OVS reserves the right to consider late or non-conforming bids as offers;
- Require the bidder to demonstrate, to the satisfaction of OVS, any information presented as part of their proposal;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's proposal and/or to determine an Offeror's compliance with the requirements of this solicitation;
- Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the solicitation;
- Use proposal information obtained through OVS's investigation of a bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the bidder in response to OVS's request for clarifying information in the course of evaluation and selection under this RFP;
- Prior to the bid opening, determine a tie-breaking mechanism for award of the Contract to serve the best interests of OVS and the State of New York;
- Negotiate with the successful bidder within the scope of the RFP to serve the best interests of OVS and the State of New York;

- Conduct Contract negotiations with the next ranked responsible bidder should the awarded Contractor fail to implement these Services upon approval of the Contract;
- If OVS must terminate the Contract for non-performance or the Contractor is unable to maintain the support required, OVS reserves the right, with the approval of the Attorney General and the Office of the State Comptroller, to award a contract to the next highest ranked bidder of the original bid submission within the first twelve (12) months of the contract start date;
- Utilize any or all ideas submitted in the proposals received;
- Make an award under the RFP in whole or in part; and
- Seek revisions of proposals.

Bids containing false or misleading statements, or which provide project contacts that do not support an attribute or condition claimed by a bidder may be disqualified from consideration. If, in the opinion of OVS, a statement is intended to mislead OVS in its evaluation of the bid, and the attribute, condition, or capability is a requirement of the RFP, the bid shall be disqualified from consideration.

7.1 Mandatory Contract Provisions

OVS requires the following:

- The bidder will read *Appendix A – Standard Clauses for New York State Contracts*, which will be incorporated as part of the contract without revision.
- All outstanding tax liabilities, if any, against the bidder in favor of the State of New York must be satisfied prior to contract execution or a payment schedule established for their speedy satisfaction.
- The bidder must maintain adequate records as prescribed by OVS to substantiate all claims for payment and must make those records available for examination and copying.
- The first step of dispute resolution will be through conference between OVS and the Contractor. Unresolved disputes will be decided by the Director of OVS, or their designee, before either party pursues any legal remedy. If the Contractor pursues any legal or equitable remedy outside OVS, the Contractor will continue to perform work in accordance with the direction of OVS until such proceedings may be concluded and will continue to be paid, less an amount attributable to the disputed work.
- Contract disputes that go to litigation must be pursued in a court of competent jurisdiction of the State of New York. New York law will govern the dispute and the venue must be laid in Albany County, New York.
- The contract will not be effective until it is approved by the Office of the State Comptroller.
- The provisions of this RFP and of all attachments, and the Contractor's Response, will be made a part of the contract, as though separately and fully stated therein.
- Articles XI-A of the State Finance Law ("prompt payment" legislation) regulates the procedures for making contract payments.
- The laws of the State of New York shall be the law which shall govern the interpretation or application of any of the terms or conditions of this proposal or subsequent contract.
- The State of New York retains the right to cancel this contract without reason, provided that the contractor is given sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract to stop work immediately for unsatisfactory work but is supplementary to that provision.
- The New York State Office of Victim Services reserves the right to terminate this contract in the event it is found that the certification filed by the bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the New York State Office of Victim Services may exercise its termination right by providing written notification to the bidder in accordance with the written notification terms of this contract.
- The Office of Victim Services **cannot** pay cancellation charges.

7.2 Appendix A – Standard Clauses for New York State Contract

The terms of *Appendix A, Standard Clauses for New York State Contracts*, attached hereto, are hereby incorporated into this RFP and any resulting contract. The Contractor is required to adhere to all clauses.

7.3 Appendix D – General Conditions for Agreements

The terms of *Appendix D, General Conditions*, attached hereto, are hereby incorporated into this RFP and any resulting contract, and shall govern any situations not covered by this RFP or Appendix A.

7.4 RFP Order of Precedence

In the event of any inconsistency in or conflict among the document elements of the future contract identified herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth below:

1. Appendix A: Standard Clauses for New York State Contracts
2. Appendix D: General Conditions
3. The contract resulting from this RFP which includes Appendix B: Budget
4. This RFP and Addenda, including any modifications by OVS and by official OVS responses to questions.

7.5 Procedures for Amendments

See “III. Modification” in *Appendix D*.

Any request by the Contractor to change or amend any part of the contract shall be made, in writing, to OVS and may be subject to approval by the Office of the State Comptroller and/or the Office of the Attorney General.

7.6 Conformance to RFP

Any exceptions or objections to the terms, conditions, and requirements for this RFP are governed by, and to be submitted in accordance with *Section 2.8 Extraneous Terms*. Bidders are cautioned that any such exceptions or objections may render their bid non-responsive.

7.7 Contractor Assurances

The Bidder warrants that it has carefully reviewed OVS’s needs as described in the RFP and its attachments or addenda. The Bidder also warrants that it has familiarized itself with OVS’s specifications and that it can provide such services as described in the RFP and as offered in its Bid.

If awarded the contract, the Bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules, and regulations now or hereafter in effect.

The Bidder further warrants and affirms that the terms of this RFP and any resultant contract do not violate any contracts or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

7.8 Relationship as Independent Contractor

The relationship of the Contractor to OVS is that of an independent contractor, and the Contractor, in accordance with its status as such, covenants and agrees that it will conduct itself in a manner consistent with such status, that it will not hold itself out as an agent of OVS by reason of this agreement, and that no employee of the Contractor, by reason of this agreement, will claim to be an officer or employee of OVS or make any claim, demand, or application for any benefit, right, or privilege applicable to employees of the State of New York.

7.9 Prime Contractor/Subcontractor

The successful bidder shall act as prime Contractor under the Contract and shall be held solely responsible for Contractor performance by the bidder, its partners, officers, employees, sub-contractors, and agents. The bidder

shall be responsible for payment of all Subcontractors and suppliers, including all third-party service providers contracted by or through the bidder in performance of the Contract.

Where Services are supplied by or through the Contractor under the Contract, it is mandatory for the Contractor to assume full integration responsibility for delivery, installation, maintenance, performance, and support services for such items, as applicable. The Contractor shall also be responsible for payment of any license fees, rents, or other monies due to third parties for services or materials provided under the Contract.

Proposed subcontractors must be identified at the time of bid submission and are subject to the approval of OVS.

7.10 Encouraging the Use of New York Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services, or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Each bidder must complete and submit the *Attachment 7 – Encouraging Use of New York State Businesses* form.

7.11 Diversity Practices Questionnaire

Diversity practices are the efforts of contractors to include New York State Certified Minority and Women-owned Business Enterprises (M/WBEs) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private 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 M/WBEs.

7.12 Equal Opportunity Employment Opportunities

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated thereunder by the Division of Minority and Women’s Business Development of the New York State Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The Contractor shall comply with the following provisions of Article 15-A:
 1. Each contractor and subcontractor performing work on the Contract shall undertake or continue existing Equal Employment Opportunity (EEO) programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, gender identity, gender expression, disability, pregnancy related conditions, predisposing genetic characteristics, marital status, familial status, domestic violence victim status, and arrest and/or criminal conviction record. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the New York State Office of Victim Services within seventy-two (72) hours after the date of notice by New York State Office of Victim Services to award the Contract to the Contractor
 3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Office of Victim Services may provide the Contractor or Subcontractor a model statement (see *Appendix F*).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex,

gender identity, gender expression, disability, pregnancy related conditions, predisposing genetic characteristics, marital status, familial status, domestic violence victim status, and arrest and/or criminal conviction record; will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination; and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, gender identity, gender expression, disability, pregnancy related conditions, predisposing genetic characteristics, marital status, familial status, domestic violence victim status, and arrest and/or criminal conviction record.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of age, race, creed, color, national origin, sexual orientation, military status, sex, gender identity, gender expression, disability, pregnancy related conditions, predisposing genetic characteristics, marital status, familial status, domestic violence victim status, and arrest and/or criminal conviction record and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with this Contract.

C. Staffing Plan

1. To ensure compliance with this Section, for those contracts reaching \$250,000 or greater, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories.
2. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report ("Workforce Report")

1. The Contractor shall submit a Workforce Report and shall require each of its Subcontractors to submit a Workforce Report, in such format as shall be required by the New York State Office of Victim Services on a monthly basis during the term of the contract.
2. Separate forms shall be completed by the Contractor and any Subcontractor.
3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit a Workforce Report and indicate that the information provided is related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

The Contractor shall comply with the provisions of the Human Rights Law, and all other State and federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national

origin, sexual orientation, military status, sex, gender identity, gender expression, disability, pregnancy related conditions, predisposing genetic characteristics, marital status, familial status, domestic violence victim status, and arrest and/or criminal conviction record.

7.13 Consultant Disclosure Requirements

Chapter 10 of the Laws of 2006 amended State Finance Law §8 and §163 by instituting new reporting requirements in contracts for consultant services. As a result of this amendment to the law, State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked, and the amount paid to the contractor by the State as compensation for work performed by those employees. Chapter 10 of the Laws of 2006 expanded the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services.

In order to comply with these requirements, the Contractor is required to complete the State Consultant Services Contractor's Planned Employment from Contract Start Date Through the End of the Contract Term ("Form A"). The completed form must include information for all employees providing services under the Contract, whether employed by the Contractor or a subcontractor.

Additionally, the Contractor is required to submit annual employment reports to OVS, the Office of the State Comptroller, and the Department of Civil Service. This reporting will be accomplished through the State Consultant Services Contractor's Annual Employment Report ("Form B"). Form B must be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

Information regarding Consultant Disclosure Legislation, including where Form B must be submitted, can be obtained on the website of the Office of the State Comptroller at:

<https://www.osc.ny.gov/state-agencies/gfo/chapter-xi/xi18c-consultant-disclosure>

7.14 Advertising

The Contractor agrees not to use OVS's name, logos, images, or any Data or results arising from this procurement process or Contract as a part of any commercial advertising without prior written approval of OVS.

7.15 Tax Law §5-A

Tax Law §5-A is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where: (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceed \$300,000 for the four quarterly periods immediate preceding the quarterly period in which the certification is made; and (2) the contracts or agreements with State agencies or public authorities for the sale of commodities or services have a value in excess of \$100,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors, and affiliates of the subcontractors are required to register to collect State sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Upon notice of potential award, the responsive Bidder may be required to submit, within ten (10) business days of receipt of the notice, the New York State Tax Law §5-A Contractor Certification Forms (*ST-220-CA and ST-*

220-TD). Failure to respond may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms to ensure compliance with the law.

Bidders may call the DTF at 1-800-972-1233 for any and all questions relating to Tax Law §5-A and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <https://www.tax.ny.gov/>.

7.16 Termination Pursuant to Tax Law §5-A

In addition to the provisions for termination set forth in *Appendix D*, OVS reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with §5-A of the Tax Law was not timely filed during the term of the Contract, or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, OVS may exercise its termination right by providing written notification to the Contractor.

7.17 Vendor Responsibility Questionnaire

If this or any other contract the Vendor has with the State of New York is valued at \$100,000.00 or more, OVS requires that the Vendor file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>, or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?0>. For direct VendRep System user assistance, the Office of State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at <https://www.osc.ny.gov/state-vendors/vendrep/vendor-responsibility-forms> or may contact OVS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Vendors must provide their New York State Vendor Identification number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's help desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

To be considered timely, questionnaires filed via the VendRep System require that a vendor certify a questionnaire no more than six months before the due date of the bid. If you are bidding on other state contracts in the future, you only have to update any changes that have occurred in the last six months or since the last time you updated your questionnaire (you do not have to completely fill out a new questionnaire unless you have made a major change to your company).

7.18 Responsibility Provisions

The State must conduct business only with responsible entities.

7.18.1.1 General Responsibility

The Contractor shall, at all times during the Contract term, remain responsible. The Contractor agrees, if requested by the Director or their designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.18.1.2 Suspension of Work (for Non-Responsibility)

The Director or their designee, in their sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when they discover information that calls into question the responsibility of the Contractor. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Director or their designee issues a written notice authorizing a resumption of performance under the Contract.

7.18.1.3 Termination (for Non-Responsibility)

Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate OVS officials or staff, the Contract may be terminated by the Director or their designee, at the Contractor's expense, where the Contractor is determined by the Director or their designee to be non-responsible. In such event, the Director or their designee may complete the contractual requirements in any manner they may deem advisable and pursue available legal or equitable remedies for breach.

7.19 Insurance Requirements

7.19.1.1 General Requirements

- A. Prior to the start of this Agreement, the Contractor shall procure, at its sole cost and expense, all insurance coverage required by this Section.
- B. All required policies of liability insurance shall name the State of New York, Office of Victim Services, and their officers, employees, and agents as an additional insured.
- C. All insurance required by this section shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and that have an A.M. Best Company rating of "A-", Class "VII" or better.
- D. All required policies of liability insurance shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State.
- E. All required policies of liability insurance shall be written such that OVS is afforded at least thirty (30) days' prior notice of cancellation, modification, or renewal of coverage.
- F. The Contractor shall notify OVS of any claims arising from the activities or operations under this Agreement as soon as practicable, but in no event more than five (5) days from the Contractor's receipt of notice of the accident or claim.
- G. During the term of this Agreement, the Contractor shall maintain in force any and all policies of insurance required by this section.
- H. Contractor shall require any of its contractors retained in relation to this Agreement to meet the requirements of this Section. Contractor shall provide OVS with proof of any such contractor's insurance as provided in 7.20.3 and 7.20.4 of this Section.

7.19.1.2 Insurance Coverage Types and Minimum Policy Limits

Contractor shall procure the types of insurance coverage and minimum liability limits set forth below. Contractor may meet the required insurance coverage limits through a combination of primary and excess/umbrella liability policies.

- A. Commercial General Liability Insurance for claims that may arise out of ongoing and completed operations under the Agreement. Such policy shall have a liability limit of at least \$1,000,000 each occurrence and at least \$2,000,000 general aggregate.
- B. Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile used in connection with performance under this Agreement including owned, leased, hired, and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Law of the State of New York to bear license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000 each accident. In the event that the Contractor does not own, lease, or hire any automobiles used in connection with performance under this agreement, the Contractor is not required to obtain Comprehensive Business Automobile Liability Insurance.
- C. Fire Insurance. Such policy shall have a liability limit of at least \$500,000; if such insurance contains an aggregate limit, it shall apply separately on a per-location basis.

7.19.1.3 Proof of Liability Insurance

- A. Prior to the start of this Agreement, the Contractor shall provide OVS with an Acord 25 Certificate of Insurance in accordance with the conditions set forth below.
 - i. Forms shall reference the Contract number.
 - ii. The certificate holder shall be “New York State Office of Victim Services, 80 S. Swan St., 2nd Floor, Albany, NY 12210.”
 - iii. Forms shall be completely filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy.
 - iv. Forms shall be signed by an authorized representative of the reference insurance carriers.
 - v. Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.
- B. Upon renewal of insurance coverage, the Contractor shall submit to OVS current proof of insurance.

7.19.1.4 Workers’ Compensation and Disability Benefits Insurance

Prior to the start of this Agreement, the Contractor shall provide OVS with proof of Workers’ Compensation Insurance and Disability Benefits Insurance. The following are the only acceptable means of proof; ACORD forms are NOT acceptable proof of coverage.

- A. Workers’ Compensation
 - i. CE-200: Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage; or
 - ii. C-105.2(9-07): Certificate of Workers’ Compensation Insurance; note: the State Insurance Fund provides its own version of this form, the U-26.3; or
 - iii. SI-12: Certificate of Workers’ Compensation Self-Insurance.
- B. Disability Benefits
 - i. CE-200: Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage; or
 - ii. DB-120.1: Certificate of Disability Benefits Insurance; or
 - iii. DB-155: Certificate of Disability Benefits Self-Insurance.

7.20 Prevailing Wage/Payroll Certification

Prevailing Wage does not apply to the services involved in this procurement.

7.21 NYS Finance Law §139-I

Pursuant to N.Y. State Finance Law §139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law §201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy, and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law §201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL:

<https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law §139-l, any bid by a corporate bidder containing a certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the bidder cannot make the required certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification. After review and consideration of such statement, OVS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

8. List of Attachments, Appendices, and Exhibits

Attachment 1 – [Technical Proposal](#)

Attachment 2 – [Cost Proposal](#)

Attachment 3 – [Diversity Practices Questionnaire](#)

Attachment 4 – [Procurement Lobbying, Bidding, and Other Required Certifications](#)

Attachment 5 – [Sexual Harassment Prevention](#)

Attachment 6 – [Public Officers Law](#)

Attachment 7 – [Encouraging Use of NYS Businesses](#)

Attachment 8 – [Vendor Responsibility Questionnaire](#)

Attachment 9 – [Intent to Bid/Not Bid](#)

Attachment 10 – [References](#)

Attachment 11 – [Complete Proposal Submission Checklist](#)

Appendix A – [Standard Clauses for NYS Contracts](#)

Appendix D – [General Conditions for Agreements NYS Office of Victim Services](#)

Appendix F – [Participation by Minority and Women-Owned Business Enterprises](#)

Appendix G – [Participation Opportunities for NYS Certified Service-Disabled Veteran Owned Businesses](#)

Appendix H – [EO 177 Certification](#)

Form A – New York State Consultant Services Contractor’s Planned Employment Workers’ Compensation Requirements under Workers’ Compensation Law §57

ST-220-CA Contractor Certification to Covered Agency

ST-220-TD Contractor Certification

Substitute Form W-9