



Office for the
Prevention of
Domestic Violence

REQUEST FOR PROPOSAL

Survivors Access Financial Empowerment (SAFE)

Research & Evaluation

Issued September 5, 2024

AMENDED September 18, 2024

Please refer to the table of contents to determine which sections were amended.

Proposal Due October 4, 2024

Kathy Hochul, Governor

Kelli Owens, Executive Director

New York State Office for the Prevention of Domestic Violence
Alfred E. Smith Office Building
80 South Swan Street
Albany, NY 12210

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1. INTRODUCTION

1.1 Important Dates

RFP Release Date:	September 5, 2024
Applicant Webinar (attendance discretionary):	September 12, 2024
Deadline for Submission of Questions	September 19, 2024
Response to Questions:	September 26, 2024
Submission Deadline:	October 4, 2024
Anticipation Notification of Award:	November 22, 2024
Contract Start Date:	December 1, 2024

1.2 Introduction to OPDV

The Office for the Prevention of Domestic Violence, created in 1992, is the country’s only executive-level state agency dedicated to the issue of domestic and gender-based violence. It replaced the former Governor’s Commission on Domestic Violence established in 1983.

Mission: To improve New York State's response to and prevention of domestic violence with the goal of enhancing the safety of all New Yorkers in their intimate and family relationships.

Vision: To create a State in which communities and systems are committed to supporting and promoting equality, dignity and respect so that individuals can feel safer in their intimate and family relationships.

Role: To advise the governor and legislature on policies and best practices; train professionals across the state; facilitate coordination between state agencies and stakeholders on issues related to domestic violence; and serve as a resource on the issues of domestic and gender-based violence.

After reflecting on its mission, OPDV expanded its work beyond domestic violence to include other forms of gender-based violence. We know that we cannot address domestic violence without confronting other forms of gender-based violence. Similarly, OPDV recognizes the need to modernize the current gender-based violence response system, moving from a system that uses a “one-size fits all” approach to a system that is survivor-centered, trauma-informed, and culturally responsive. OPDV defines these three pillars as:

- **Survivor-Centered:** an approach that works with survivors to meet their needs as they prioritize and define them.
- **Trauma-Informed:** an approach that realizes that trauma is common, recognizes the signs, activators, and symptoms of trauma, and uses this knowledge to inform practices, policies, and procedures.
- **Culturally Responsive:** an approach that actively incorporates a holistic approach to a person’s complex identities and cultural values, going beyond simply acknowledging their cultural identity exists. Culturally responsive services respond to differences in identities to actively meet the needs of all survivors and communities.

1.3 Procurement Contact

Any questions about this RFP must be submitted in writing by September 19, 2024 to the attention of Elizabeth Bliss at the New York State Office for the Prevention of Domestic Violence

(OPDV), via opdvrfpinfo@opdv.ny.gov. All questions must be typed. Along with your question(s), provide your name, organization, mailing address, and email. Questions must be submitted prior to the September 19, 2024 deadline.

The written responses to all questions will be posted at <http://opdv.ny.gov/>. OPDV will not entertain questions via telephone. Any question received after the specified deadline may be answered at the discretion of OPDV and if answered would be published in the Question-and-Answer document.

2. SCOPE OF WORK

2.1 Needs Statement

All forms of gender-based violence have an economic impact on survivors and harms the economy and the health of communities. It is difficult for people to achieve safety without economic independence and stability. Flexible funding is a concept of providing survivors financial assistance that is survivor driven and in a manner that removes obstacles.

Consistent with New York State Governor Kathy Hochul's commitment to supporting victims and survivors of domestic violence and OPDV's mission of improving New York State's response to and prevention of domestic violence with the goal of enhancing the safety of all New Yorkers in their intimate and family relationships, Governor Hochul [announced](#) the allocation of \$5,000,000 in the FY 2024 NYS budget for grants to government entities and not for profits to provide financial assistance to victims and survivors of domestic violence. This funding will be used for critical needs such as education and training to secure employment, food and household supplies, moving expenses, legal assistance, utility payments, transportation, and physical and mental health services, as well as child-related services. This was a one-year non-competitive allocation available to non-residential domestic violence service providers who are recognized by the New York State Office for Children and Family Services. There are 65 providers who received this funding during 2024 award year.

While the use of flexible funding has been around for some time and there are several states and local jurisdictions applying this concept to their victim assistance practices, the flexible funding distributed by OPDV is significant because the funding comes from the State budget. Most of the other flexible funding has been philanthropic donations and federal emergency funds. The funding allocated by Governor Hochul and the Legislature in the State budget, is a testament to the State's commitment to support survivor-centered, trauma-informed, and culturally responsive approaches to assisting victims and survivors of domestic violence. Even more affirming of this commitment, in January 2024, Governor Hochul included another allocation of \$5,000,000 in the FY 2025 State budget, this time indicating the funds would be available on a recurring basis, now known as Survivors Access Financial Empowerment (SAFE) funds.

OPDV seeks qualified individuals or entities (referred to as "vendor" hereinafter) to evaluate the impact of the SAFE Funds on victims/survivors of domestic violence and understand the administrative impacts on programs providing the funding.

2.2 RFP Goals

The goal of the research is to learn how SAFE funding is being used successfully, and where improvements may be needed. This information will allow OPDV to better utilize this funding

stream. Along with the data provided by service providers in their quarterly reports, the vendor will be able to dissect the parameters of the funding to determine the impact and any potential barriers for both service providers and survivors. Data reported by the vendor will provide OPDV details on geographical differences in how funding is being spent and what services are most typically in need. Through this analysis the goal is to recognize any potential gaps OPDV can work to rectify in the next procurement and to identify where funds should be prioritized.

To accomplish these goals, the consultant should use mixed qualitative and quantitative methods to analyze:

- Current literature on flexible funding programs
- Other similar programs operating in the United States
- Research interviews with participating programs, programs who declined to participate, and population-specific partner organizations of participating programs
- Anonymous survivor evaluation forms
- Grantee quarterly reports
- Other data points as appropriate

The results of the research should be compiled into a formal report for OPDV's use.

While OPDV expects the consultant to conduct research interviews with human subjects representing the above identified programs, the consultant should structure their research interviews to avoid an Institutional Review Board (IRB) process. The final report will be used to inform OPDV's management of this fund in the future.

2.3 Terms (Amended September 18, 2024)

OPDV will award one **consultant** contract pursuant to this RFP for a period of six (6) months. The contract is anticipated to begin December 1, 2024, and end no later than May 31, 2025. Funding is contingent on availability of sufficient funding, and the contract is subject to approval by the Attorney General and State Comptroller. Available funding for this project may not exceed \$125,250. **See attached sample contract and attached Appendix A.**

2.4 Eligible Bidders

Applications will be accepted from public or private organizations, not-for-profit organizations, and consultants or consulting firms with at least three years of experience conducting research and developing similar reports. Bidders must be authorized to conduct business in the State of New York; able to provide services outlined in this RFP, have the ability to fulfill all deliverables outlined above, and have knowledge of the best-practices associated with, and experience conducting research and evaluation of, survivor-centered, trauma-informed, culturally responsive gender-based violence services.

3. PROPOSAL SUBMISSION AND EVALUATION

3.1 Proposal Requirements

To be eligible, Bidders are required to submit all completed required documents in conformance with the format and content requirements indicated in the following sections. Proposals should consist of three (3) distinctive and separate parts: (1) Administrative Proposal, (2) Technical Proposal, and (3) Cost Proposal. To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages. The separation of

information will facilitate the review of the materials by evaluators. Evaluations of the Administrative, Technical, and Costs Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Administrative or Technical proposal packages.

3.2 Proposal Requirements: Administrative Proposal Amended September 18, 2024

The Administrative Proposal must contain all items listed below. Materials should follow prescribed formats and in the same order as requested. All responses to the RFP may be subject to accuracy verifications.

The Administrative Proposal Evaluation is conducted as a completeness review. In the event an Administrative Proposal is incomplete, OPDV reserves the right to request deficient administrative requirements and/or standard clauses. Failure to provide upon request will not be advanced for the Technical Proposal evaluation.

1. Administrative Requirements:

- [Non-Collusive Bidding Certification](#);
- [Vendor Responsibility*](#);
- [Sexual Harassment Statement](#);
- [Executive Order 177 Certification](#);
- [Executive Order 14](#) (Prohibiting State Agencies and Authorities from Contracting with Businesses with Russia Supporting Entities);
- [Executive Order 16](#) (Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia);
- Gender-Based Violence and the Workplace Policy, if applicable. See Technical Proposal section;
- [Consultant Disclosure Form](#) *
- Procurement Lobbying Form
- Proof of Workers Compensation and Disability Benefits
- Sales and Compensating Use Tax Certification (Tax Law, § 5-a) *: [ST-220TD](#) and/or [ST-220CA](#)
- [Proof of Updated Charities Registration \(Non-Profits, only\)](#) *

*Note: * denotes additional information can be found below.*

A. Vendor Responsibility Requirements

Section 163(9)(f) of the NY State Finance Law requires that a state agency make a determination that a bidder is responsible before awarding that bidder a state contract. Vendor responsibility will be determined based on the information provided by the bidder, online, through the NYS VendRep System Questionnaire or through a paper copy of the Vendor Responsibility Questionnaire. OPDV will review the information provided before making an award.

OPDV reserves the right to reject any proposal if, in its sole discretion, it determines the bidder is not a responsible vendor. All proposals are subject to a vendor responsibility determination before the award is made, and the determination can be revisited at any point up to the final approval of the RFP contract by the NYS Office of the State Comptroller (OSC). Vendors must maintain their vendor responsibility throughout the duration of the contract. Enrolling and completing the questionnaire online through the NYS VendRep System is the best method because both the questionnaire and answers

are stored in the system. Thus, subsequent questionnaires in response to contracts or Request for Proposals from any state agency would only need to be updated in the VendRep System.

To access or enroll in the VendRep System or update your existing online questionnaire, click [Online Questionnaire](#). Questionnaires in the VendRep System that have been completed in the last six months in response to contracts or bid announcements do not need to be updated. If the vendor is using the hard copy questionnaire, then it also has to be current within six months of the due date of the proposal.

Vendors opting to complete a paper questionnaire, can access the questionnaire by clicking the following link: [Paper Questionnaire](#). Please note that there are separate questionnaires depending on the contractor status. Not-for-profit vendors must use the Vendor Responsibility Questionnaire Not-For-Profit Business Entity form. For-profit vendors must use the Vendor Responsibility Questionnaire For-Profit Business Entity form.

Vendors must provide their NYS Vendor Identification Number when enrolling. To request a Vendor Identification Number or for direct VendRep System user assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov. The NYS VendRep System offers the following benefits:

- Ease of completion, filing, access to, and submission of the questionnaire; efficiencies are multiplied for vendors who bid and contract with the state frequently or with multiple state agencies.
- Questionnaire updates are easily filed by updating only those responses that require change from the previously saved questionnaire (as opposed to a paper copy, where a new questionnaire is required each time there is a change).
- The stored questionnaire information eliminates the need to reenter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery, and filing.
- Online questionnaire information is secure and accessible to authorized vendor users only. State agencies can only view certified and finalized questionnaires.
- VendRep question prompts ensure the correct forms are completed.
- The VendRep Online System contains links to all definitions of the terms used in the questionnaire.

Note: The vendor responsibility questionnaire must be dated within six months of the proposal due date. Confirmation of completion of the vendor responsibility process must be submitted with your proposal. This confirmation can take the form of registration in the VendRep System.

B. Compliance with Consultant Disclosure Law

The contract resulting from this RFP will be subject to consultant disclosures. Consulting services is defined for purposes of this requirement to include analysis, evaluation,

research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, in accordance with State Finance Law §163 (4)(g), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

State Finance Law §163 (4)(g) mandates that State agencies must require State contractors to report annually on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor's Annual Employment Report (Form B - see link below) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, Form B will 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).

Form B: <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

For more information, please visit [OSC Guide to Financial Operations](#)

C. Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Forms are available through these links:

[ST-220 CA](#) and [ST-220 TD](#)

D. Charities Registration (not-for-profit corporations only)

Not-for-profit vendors must be registered with the NYS OAG as a charitable organization, and the registration must be up-to-date at the time of contracting. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charity's registration information, contact:

https://www.charitiesnys.com/RegistrySearch/search_charities.jsp

2. Standard Clauses Amended September 18, 2024

- [Appendix A: Standard Clauses for NYS Contracts](#)
- ~~Appendix A-2: Program Specific Terms and Conditions~~

3.2 Proposal Requirements: Technical Proposal (Amended September 18, 2024)

The technical evaluation is 70% (up to 70 points) of the final score. Successful Bidders will provide all technical proposal requirements in the order and format detailed below:

1. Follow directions on proposal format, contents, and submission protocol (2 points):
 - Printed on 8.5x11 paper, **Arial font, size 11, one inch margins**;
 - Numbered pages;
 - No longer than 25 pages single sided, exclusive of cover letter and portfolio (see item 7 below);
 - Required documents must be submitted in PDF format.
2. Experience and resumes of key personnel (6 points):
 - Detail the personnel designated to conduct the research and evaluation;
 - Name and title of each staff person;
 - How many years each staff person has been conducting research and evaluation, the extent of their knowledge about gender-based violence AND how long each person has worked for the applicant; and
 - A brief description of each staff persons' primary job responsibilities;
 - **Resumes of personnel do not count towards the 25-page limit of the technical proposal and may be included as an attachment**
3. Describe relevant experience comparable to the services contemplated within the RFP, including a description of research methods previously employed. (10 points);
4. A proposed workplan to meet the identified deliverables (see sample workplan attached) (10 points);
5. Relevant background and experience that demonstrates knowledge of the best-practices associated with, and experience conducting research and evaluation of, survivor-centered, trauma-informed, culturally responsive gender-based violence services (10 points);
6. Demonstrate an understanding of the concept of flexible funding and how it has been used for victims and survivors of gender-based violence (5 points);
7. Brief description of your experience conducting research and evaluation and publishing reports. Please include a portfolio of prior published reports, the pages of which do not count towards the 25-page limit of the technical proposal (10 points);

8. Demonstrate an understanding of the complex intersection of gender-based violence and economic independence and stability (8 points);
9. Bidder is one of the following: New York State Certified Minority and/or Women-Owned Business Enterprise (MWBE), Service-Disabled Veteran-Owned Business (SDVOB), or New York State Small Business (3 points);
10. Bidder attests the organization has in place a Gender-Based Violence and the Workplace Policy (please see [OPDV's website](#) for more information regarding these policies) and provides a copy of such policy (3 points);
11. Consistent with [EO 190](#), where appropriate in the response to this RFP, bidder must briefly describe how their proposal can improve community health and wellness through alignment and coordination with the [NYS Prevention Agenda](#) priorities and the [WHO Eight Domains of Livability](#) (3 points).

3.4 Proposal Requirements: Cost Proposal (Amended September 18, 2024)

The cost proposal is 30% (up to 30 points) points of the overall score and will be awarded points pursuant to a formula. This calculation will be computed by the Bureau of Finance and Administration upon completion of the technical scoring by the technical review panel.

The Cost proposal should include a completed Cost Proposal Template (**see attached**) and a Budget Narrative that describes the itemized details of the development, coordination, and delivery of the proposal.

Bidders should ensure that sufficient details are provided and that the budget is reasonable, appropriate for the amount of data collection and engagement efforts conducted and services rendered and follows funding restrictions and limitations noted elsewhere in this RFP. Bidders should include any supporting documentation as needed. Cost Proposals must be submitted separately.

Cost information cannot be included in the Administrative Proposal Documents or the Technical Proposal Documents.

The submitted budget will be awarded points pursuant to a formula which awards the highest score of thirty (30) points to the budget that reflects the lowest overall cost. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal's costs against the cost of the lowest budget submitted. The resulting percentage is then applied to the maximum point value of thirty (30) points.

The Highest scoring proposal will be the winning bidder.

3.2 Submission

All documents must be submitted to opdvrfpinfo@opdv.ny.gov by no later than 4 pm (local time) on October 4, 2024. Proposals received after the deadline will be reviewed at the sole discretion of OPDV.

Proposals must be submitted to the OPDV mailing address or email address provided below by October 4, 2024 to be considered eligible for the proposal process.

Mail Submissions

Elizabeth Bliss c/o SAFE Research and Evaluation Proposal
NYS Office for the Prevention of Domestic Violence
Alfred E. Smith Building, Suite 1157
80 S. Swan St
Albany, NY 12210

Email Submissions:

opdvrfpinfo@opdv.ny.gov

Subject: SAFE Research and Evaluation Proposal

4. PROCUREMENT INQUIRIES AND WEBINAR

4.1 Inquiries

Any questions about this RFP must be submitted in writing by September 19, 2024 to the attention of Elizabeth Bliss at the New York State Office for the Prevention of Domestic Violence (OPDV), via opdvrfpinfo@opdv.ny.gov. All questions must be typed. Along with your question(s), provide your name, organization, mailing address, and email. Questions must be submitted by the September 19, 2024 deadline.

The written responses to all questions will be posted at www.opdv.ny.gov. The NYS OPDV will not entertain questions via telephone. Any question received after the specified deadline may be answered at the discretion of OPDV and if answered would be published in the Question and Answer document.

4.2 Webinar Session

OPDV will conduct an optional Applicant Webinar session on September 12, 2024 where interested parties may learn more about this project. The webinar will be held on the date and time specified in the Calendar of Events. While attendance is discretionary, offerors are encouraged to attend the Applicant Webinar if they intend to bid, which will be in the form of a WebEx webinar. The webinar will provide important information to organizations intending to submit applications in response to the RFP.

Note: Participants should read the RFP in full before the webinar.

5. GENERAL PROVISIONS AND CONTRACT REQUIREMENTS

5.1 Non-Collusive Bidding

Each bidder shall submit, as part of the proposal, a completed copy of the Non-Collusive Bidding Certification. This will certify that, to the best of the bidder's knowledge and belief: The prices in the bid have been arrived at independently, without collusion, consultation,

communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor prior to completion of selection process. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition. A bid shall not be considered for award nor shall any award be made where the above conditions have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department, or agency to which the bid is made, or their designee, determine that such disclosure was not made for the purpose of restricting competition. (Section 139- d of the State Finance Law). The fact that a bidder has published price lists, rates, or tariffs covering items or services being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning stated above.

5.2 RFP Documents

OPDV will make no allowance or concession to bidders for any alleged misunderstanding or deception because of quantity, character, or other conditions. The proposed budget is to cover the cost of furnishing all of the services specified in the RFP to the satisfaction of OPDV and the performance of all work set forth in the specifications.

5.3 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.

5.4 Liability

OPDV shall not be held liable for any costs incurred by any party for work performed in the preparation of and production of any proposal or for any work performed prior to the formal execution of a contract.

5.5 OPDV Reserved Rights

OPDV reserves the right to:

1. place a monetary cap on the funding amount made in each contract award;
2. change any of the schedule dates stated in this RFP;
3. reject any or all proposals received in response to the RFP;
4. withdraw the RFP at any time at the agency's sole discretion;
5. make an award under the RFP in whole or in part;

6. disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
7. reject any proposal if, in the sole discretion of OPDV, it determines the bidder is not a responsible vendor;
 - seek clarification and revisions of proposals. Request bidders to present supplemental information clarifying their proposals either in writing or by formal presentation. Other than the requested clarification and supplemental information, submission of new information is not permitted;
 - require that bidders demonstrate, to the satisfaction of OPDV, any feature(s) present as a part of their proposal, which may include an oral presentation of their proposal. Any such demonstration or presentation may be considered in the evaluation of the proposal;
 - amend any part of this RFP before opening of bids, with notification to all bidders, and direct all bidders to prepare modifications addressing RFP amendments, if necessary. Expenses incurred in the preparation of any proposals or modifications submitted in response to this RFP are the sole responsibility of the bidder or other party and will not be incurred or reimbursed by OPDV;
 - make funding decisions that maximize compliance with and address the outcomes identified in this RFP;
 - fund only one portion, or selected activities, of the selected bidder's proposal and/or adopt all or part of the selected bidder's proposal based on federal and state requirements;
 - eliminate any RFP requirements that cannot be met by all prospective bidders upon notice to all parties that submitted proposals;
 - waive procedural technicalities or modify minor irregularities in proposals received after notification to the bidder involved;
 - correct any arithmetic errors in any proposal or make typographical corrections to proposals with the concurrence of the bidder;
 - negotiate with the selected bidder(s) before contract award.
 - conduct contract negotiations or award a contract to the next highest bidder if contract negotiations with the selected bidder(s) cannot be accomplished within an acceptable time frame. No bidder will have any rights against OPDV arising from such actions;
 - award contracts to more than one bidder or to other than the lowest bidder;
 - require that all proposals be held valid for a minimum of 180 days from the closing date for receipt of proposals, unless otherwise expressly provided for in writing;
 - fund any or all of the proposals received in response to this RFP. However, issuance of this RFP does not commit OPDV to fund any proposals. OPDV can reject any proposals submitted and reserves the right to withdraw or postpone this RFP without notice and without liability to any bidder or other party for expenses incurred in the preparation of any proposals submitted in response to this RFP and may exercise these rights at any time;

- use the proposal submitted in response to this RFP as part of an approved contract. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract;
- utilize any and all ideas submitted in the proposals received where an award is ultimately made;
- 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 offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation;
- make additional awards based on the remaining proposals submitted in response to this RFP and/or provide additional funding to awardees if such funds become available;
- make inquiries of third parties, including but not limited to, bidder's references, with regard to the applicants' experience or other matters deemed relevant to the proposal by OPDV. By submitting a proposal in response to this RFP, the applicant gives its consent to any inquiry made by OPDV;
- require contractors to participate in a formal evaluation of the program to be developed by OPDV. Contractors may be required to collect data for these purposes. The evaluation design will maintain confidentiality of participants and recognize practical constraints of collecting this kind of information;
- consider statewide distribution and regional distribution within New York City, including borough distribution methodology, in evaluating proposals;
- rescind awards for failure of awardees to meet time frames that OPDV is required by statute to meet for contract development and approval;
- cancel this RFP, in whole or in part, at any time and to reject any and all proposals when appropriate in the best interests of the state;
- make adjustments to the funding amount requested based on program need and based on the total dollar value of the applications submitted; and
- reject any extraneous terms, alternate activities/work to be performed, added conditions, or exceptions stated by applicants within their proposal(s). This includes, but is not limited to, proposed changes to the standard terms and conditions of the resulting contract(s).

5.6 Allowable & Non-Allowable Expenses (Amended September 18, 2024)

The following list contains examples of allowable and non-allowable contract expenditures.

1. Travel Expenses: Any reimbursement for necessary travel expenses and per diem shall be at rates set in accordance with allowable state guidelines and per diem and mileage rates. Travel outside the State of New York must have prior approval. To find up to date per diem rates visit: U.S General Services Administration.
 - Dues and Fees: Costs for dues, attendance at conferences, or meetings of professional organizations are not allowed, unless attendance is necessary in connection with the project, and must have prior approval.
 - Equipment and Supplies: Please see **Attachment A-1 sample contract and Appendix A attached** for more information.

- Information Dissemination: Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
2. Capital Expenditures: Acquisition, construction, or structural renovation of facilities are not allowable expenses.
 3. Food and Refreshments: For any event lasting under 3.5 hours, funds shall not be used to purchase food for participants at grantee-sponsored advisory meetings, focus groups, etc. Funds cannot be used for bottled water.
 4. Purchased services: Costs that include essential services are allowed when they cannot be met by the grantee. These include consultant contracts, project advisory committee travel, maintenance agreements, audit services, printing, etc.
 5. Staff Time: No staff person can be committed to more than 100% of that person's time. OPDV reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.
 6. Miscellaneous Unallowable Items: Alcoholic beverages; Bad debts; Capital expenditures for land or buildings; Contingency funds; Entertainment, including amusements, social activities, and related incidentals; Federal employee compensation or travel expenses; Interest, fines, and penalties; Fundraising; Lobbying; Memberships; Ongoing organizational activities; To purchase furnishings; Organization costs such as incorporation fees, brokers' fees, attorneys, accountants, or investment counselors in connection with the establishment or reorganization of an organization; Direct services for survivors; To supplant existing private, state, or federal funding sources.
 7. Additional Cost Categories Requiring Approval: Advertising: radio, TV, and printed matter for public information, or recruitment of project staff.

Please note: The information provided in this section is for guidance purposes only and should not be considered exhaustive. Please check with OPDV if any questions arise.

5.7 Special Conditions

By accepting an award from OPDV under this RFP, the recipient agrees to comply with all of the special conditions outlined in appendices.

5.8 Freedom of Information Law

All proposals submitted and all related Agreements and reports may be subject to disclosure under the Freedom of Information Law. Any portion of the bid that a bidder believes constitutes trade secret(s), critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to confidential handling, as an exception to FOIL, must be clearly and specifically designated in the bid along with an explanation as to why the bidder believes that portion contains a trade secret, critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to exemption under the Freedom of Information Law. If OPDV receives a FOIL request for a bid record, OPDV will evaluate the request for confidential handling at that time. If OPDV agrees that the identified information is entitled to confidential handling under FOIL, the designated portion of the bid will be withheld from public disclosure.

5.9 Debriefing

Once an award has been made, a Bidder may request a debriefing of their Bid. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. A Bidder's request for a debriefing must be received by OPDV no later than fifteen (15) business days after the date of the award/ non-award notification to Bidder.

5.10 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this RFP, the protesting Bidder must follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the OSC's Guide to Financial Operations, which is available on-line at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp>

5.11 Minority and Women-Owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Business Enterprises (SDVOB)

If applicable, the bidder the bidder is encouraged to use MWBE and SDVOB entities relative to the contract performance.



Sample Workplan

As per Section 3.2(4) Proposal Requirements: Technical Proposal, Bidder must submit a proposed workplan to meet the identified deliverables (10 points). Bidders can use this sample workplan and complete it with what the bidder sees as the objectives, tasks, and performance measures. This is only being provided as illustrative purposes.

Survivors Access Financial Empowerment (SAFE) Research & Evaluation		
Objective	Tasks	Performance Measures
Learn how the SAFE funding is successful and where improvements may be needed.	<ul style="list-style-type: none">a. Dissect the parameters of the funding to determine the impact and any potential barriers for both service providers and survivors.b. Data reported by the vendor will provide OPDV details on geographical differences in how funding is being spent and what services are most typically in need.c. Through this analysis the goal is to recognize any potential gaps OPDV can work to rectify in the next procurement and to identify where funds should be prioritized.	A formal report of the results of the research compiled for OPDV's use.

A-2

Removed from attachments as part of RFP amendments September 18, 2024

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Designees

~~A. The designated Program Office, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(2), shall be:~~

~~NYS Office for the Prevention of Domestic Violence
80 S. Swan St.
Albany, NY 12210~~

~~B. For the purpose of refunds as referenced in the Standard Terms and Conditions, Section III(E)(1)(2), refunds shall be submitted to:~~

~~NYS Office for the Prevention of Domestic Violence
80 S. Swan St.
Albany, NY 12210~~

~~C. The Contractor's Designee, for the purpose of notice as referenced in the Standard Terms and Conditions, Section I(J)(3), shall be the same as indicated on the Face Page of the Master Grant Contract.~~

2. Contractual Obligations

~~The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.~~

3. Budget Amendments

~~Budget amendments for expenditure-based contracts are governed in accordance with Section I.B of the Master Grant Contract and also as follows:~~

~~Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by OPDV.~~

~~A. For contracts with a total value of \$200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.~~

~~B. For contracts with a total value greater than \$200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.~~

~~For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.~~

~~Any other budget changes not covered in paragraphs a or b (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by OPDV. Such approval shall be retained by the Contractor. OPDV reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.~~

~~4. Time and Effort Reporting~~

~~The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this Master Grant Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by OPDV. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.~~

~~5. Space Rental~~

~~Space rental provided by this Master Grant Contract shall be supported by a written lease or other related, OPDV approved documentation, maintained on file, and made available by the Contractor upon request.~~

~~6. Employment of a Consultant~~

~~The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to OPDV and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by OPDV. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of the consultant as if it were its own.~~

- ~~A. The rate for a consultant should not exceed \$650 for an eight-hour day or \$81.25 per hour (not including travel and subsistence costs). A rate exceeding \$650 per eight-hour day or \$81.25 per hour requires prior written approval from OPDV and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.~~
- ~~B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in paragraph #7 of this attachment.~~
- ~~C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of OPDV. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. OPDV' approval shall be retained by the Contractor and submitted upon request.~~
- ~~D. Notwithstanding the provisions of this section, the Parties agree that OPDV's prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.~~

~~7. Procurement~~

~~All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by OPDV, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).~~

- ~~A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.~~
- ~~B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:
 - ~~1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.~~
 - ~~2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.~~~~

- ~~3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.~~
- ~~4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.~~
- ~~C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.~~
- ~~D. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from OPDV.~~
- ~~E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of OPDV. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of OPDV's approval shall be retained by the Contractor and submitted upon request.~~

~~9. Equipment Inventory~~

~~Applicable equipment purchased with funds provided by this Master Grant Contract as listed in Attachment B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than \$500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, OPDV will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by OPDV.~~

~~10. Accounting and Audits~~

- ~~A. Grant funds may be expended only for purposes and activities set forth in this Master Grant Contract. Accordingly, the most important single requirement of accounting for~~

~~this grant is the complete and accurate documentation of grant expenditures.~~

- ~~B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 85% of their program operating budget on program expenses specific to the contracted program. Any short fall in documented expenditures below the 85% threshold will be subject to recoupment by OPDV.~~
- ~~C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.~~
- ~~D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).~~
- ~~E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.~~
- ~~F. This Master Grant Contract may be subject to a fiscal audit by OPDV to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Master Grant Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Master Grant Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and OPDV guidelines.~~

~~11. Non-Compliance~~

~~OPDV reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Master Grant Contract or other grant contracts between the Contractor and OPDV or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in OPDV' judgment, the services provided by the Contractor under the Master Grant Contract are unsatisfactory or untimely. OPDV shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by OPDV, OPDV reserves the right to terminate this Master Grant Contract, recoup funds and recover any assets purchased with the proceeds of this Master Grant Contract. OPDV reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Master Grant Contract.~~

12. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to OPDV in a manner or format prescribed by OPDV, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment C. The Contractor shall report the receipt and expenditures of grant program income to OPDV. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

13. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by OPDV by August 1st of the year following the fiscal year in which the funds were appropriated.

14. Advances and Refunds

Not-for-profit contractors may request an advance of up to 25% of the total contract amount consistent with the request process provided by OPDV. If at the end of this Master Grant Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the **State of New York** and return it to OPDV at the address in Section I.B of this attachment with its final fiscal cost report by the last day of the month following the end of the contract period.

15. Limit on Overtime Earnings

If Attachment B-1, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Master Grant Contract. Prior written approval from OPDV is required for overtime charges in excess of the 25 percent (25%) limit. A copy of OPDV's written approval shall be retained by the Contractor and submitted upon request.

16. Sub-awards/Sub-recipients

None of the goals, objectives or tasks set forth in Attachment C shall be sub-awarded to

~~another organization without specific prior written approval by OPDV.~~

~~If this Master Grant Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-recipients shall be held accountable by the Contractor for all terms and conditions set forth in this Master Grant Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Master Grant Contract and the Contractor shall guarantee the work of any sub-recipient.~~

~~The Contractor agrees that all sub-recipient arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:~~

- ~~• Activities to be performed;~~
- ~~• Time schedule;~~
- ~~• Project policies;~~
- ~~• Other policies and procedures to be followed;~~
- ~~• Dollar limitation of the agreement;~~
- ~~• Master Grant Contract for Grants—Standard Terms and Conditions, Attachment A-1, Attachment A-2 (if applicable), Attachment D and any special conditions set forth in the Master Grant Contract; and~~
- ~~• Applicable Federal and/or State cost principles to be used in determining allowable costs.~~

~~The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-recipient are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Master Grant Contract and with the financial plan set forth in Attachment B-1 or B-2.~~

17. ~~Work Product Ownership and Distribution/OPDV Logo~~

~~Any work products developed under this Master Grant Contract by the Contractor shall be the exclusive property of OPDV and Contractor may not assert a copyright to any work products developed, unless the parties expressly agree otherwise in writing. OPDV hereby grants to Contractor a royalty-free, non-exclusive, worldwide, irrevocable license to reproduce, publish, or otherwise use such work for research and/or educational purposes, provided that any publication or other form in which such work may appear does not generate revenue for an individual, or for the Contractor. If OPDV shares its right to copyright such work with the Contractor, OPDV reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such work for research and/or educational purposes.~~

~~Client case files generated for the purpose of, or in the process of, representation of clients under this Master Grant Contract, are not considered to be work products and remain the exclusive property of the Contractor, for all purposes, without limitation. Where Contractor uses their pre-existing materials in connection with this Master Grant Contract, OPDV may use any said material, in whole or in part, with proper attribution to the Contractor.~~

~~No materials or presentations resulting from Master Grant Contract activities nor any Contractor's website or social platform may use the OPDV logo in any form without prior written approval from OPDV. Requests for such approval shall be submitted in writing to the OPDV Contract Manager associated with the contract and/or OPDV General Counsel at least thirty (30) calendar days before requested use. OPDV's determination of any requests shall be made on a case-by-case basis, and in compliance with New York State branding requirements.~~

~~18. Delayed Implementation~~

~~Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to OPDV the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDV explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.~~

~~19. Changes at the Discretion of OPDV~~

~~This Master Grant Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Office of the Prevention of Domestic Violence.~~

~~20. Non-Supplanting~~

~~The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where OPDV receives a Legislative Initiative Form (LIF) from the State Legislature.~~

~~21. Compliance with New York State Policies and Standards~~

~~All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Master Grant Contract shall comply with all~~

applicable New York State Office of Information Technology Services security policies and related standards located at:

<http://www.its.ny.gov/tables/technologypolicyindex.htm/security>

22. Publications

OPDV reserves the right to request the Contractor to submit to OPDV for review all proposed publications (written, visual or audio) prior to their public release, as well as to require the Contractor to include the following statement in any such publications: "This project is supported by a grant from the New York State Office for the Prevention of Domestic Violence. Points of view in this document are those of the author(s) and do not necessarily represent the official position or policies of the Office for the Prevention of Domestic Violence, or of the State of New York."

Appendix A

added to attachments as part of RFP amendments September 18, 2024

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Sample Contract

added to attachments as part of RFP amendments September 18, 2024

AGREEMENT made this ____ day of _____, 20__, by and between the Office for the Prevention of Domestic Violence, with its principal office located at 80 S. Swan Street, Albany, New York, hereinafter referred to as “**OPDV**,” and [**CONTRACTOR**], a [ENTITY TYPE] having a business address of [BUSINESS ADDRESS] , hereinafter referred to as “Contractor.”

WHEREAS, **OPDV**’s mission is to improve New York State’s response to and prevention of domestic violence with the goal of enhancing the safety of all New Yorkers in their intimate and family relationships.

WHEREAS, **OPDV** effectuates our statutory role by advising the governor and legislature on policies and best practices; training professionals across the state, including law enforcement professionals; and serving as a resource on the issue of domestic and gender-based violence.

WHEREAS, the FY 2024 NYS budget included the allocation of \$5,000,000 for grants to government entities and not for profits to provide financial assistance to victims and survivors of domestic violence, and tasked **OPDV** with distributing these flexible funds via contracts with non-residential domestic violence service providers;

WHEREAS, **OPDV** has determined that it is necessary to evaluate the impact of the SAFE Funds on victims/survivors of domestic violence and understand the administrative impacts on programs providing the funding; and

WHEREAS, **OPDV** needs the assistance of a qualified individuals or entities to evaluate the impact of the SAFE Funds on victims/survivors of domestic violence and understand the administrative impacts on programs providing the funding, as more fully described in the Request for Proposals (RFP), dated September 5, 2024, and any subsequent amendments, incorporated herein and made a part hereof (the “RFP”); and

WHEREAS, [**Contractor**] is qualified to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein set forth, the parties hereto agree as follows:

1. Contractor agrees that it shall provide research and evaluation services to **OPDV** provide to **OPDV**, in accordance with the provisions of the RFP and Contractor’s Response to RFP, attached hereto and made a part hereof (the “Response”). Services are fully described in the Contractor’s Workplan, contained in the Response.

Contractor shall Contractor shall be paid a sum not to exceed _____ Dollars (\$_____) for all services provided hereunder, in accordance with the provisions of the RFP and the Contractor’s.

This agreement shall consist of:

- a. This four-page agreement
- b. The RFP issued by OPDV dated September 5, 2024, and any subsequent amendments

- c. The response submitted by the Contractor on **(Date)**
- d. Appendix A.

Hierarchy of Precedent:

In the event of a conflict of interpretation between the parties, the order of the following documents shall prevail:

- a. Appendix A
 - b. This four-page agreement
 - c. The RFP issued by OPDV dated September 5, 2024, and any subsequent amendments
 - d. The response submitted by the Contractor on **(Date)**
2. Contractor will submit billings monthly for the services rendered during the preceding calendar month, identifying each objective/ performance measure delivered. Claims shall be submitted within 30 days of the Contractor shall register as a vendor in the New York Statewide Financial System (SFS) to receive electronic payments. Payments will be made based on actual services rendered in accordance with the workplan and fee schedule. Payments shall cover a period of not less than one month, and shall be paid after receipt of acceptable, properly documented bills.
 3. Contractor will meet with appropriate **OPDV** personnel to obtain the information necessary to fulfill its service responsibilities, as detailed in the RFP and the response submitted by the Contractor.
 4. Contractor shall obtain the prior written approval of **OPDV** and OSC approval for any change in the scope or nature of the services performed hereunder. Contractor shall remain responsible for such services.
 5. Contractor agrees that all work produced, and the product of all services rendered pursuant to this agreement, shall be the property of **OPDV**. Contractor hereby agrees that any work based on the services rendered under this agreement shall be kept in confidence and not be released, published, or disseminated in any form without the express consent in writing of **OPDV**.
 6. Contractor shall comply with all laws, rules, orders, regulations, and requirements of Federal, State, and Municipal governments applicable thereto.
 7. The relationship of the parties arising out of this agreement shall be that of independent contractor. Contractor shall not, as the result of this agreement, be considered an employee of **OPDV** or the State of New York, nor shall Contractor represent that such employee relationship exists arising out of this contract.

8. In the event of any dispute regarding this agreement, including but not limited to the implementation and delivery of the services to be provided in this agreement, the laws of the State of New York shall be applied.
9. The contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of services pursuant to this agreement.
10. Contractor shall communicate with **OPDV** as often as may be required in order to keep **OPDV** fully apprised of the progress of the project hereunder.
11. Unless modified as provided herein, this contract shall begin on December 1, 2024 and end on May 31, 2025. **OPDV** may, at any time during the term of this agreement, terminate said agreement by mailing to Contractor at the address set forth below 30 days prior written notice of such termination, in which event Contractor shall be paid for services provided to date of termination upon receipt by **OPDV** of all work or working papers completed to the time of such termination.
12. **OPDV** reserves the right at any time during the term of this agreement to omit any portion of the services, as may be deemed reasonably necessary without constituting grounds for any claim by Contractor for allowances for damages. If such change or alteration results in a reduction of the services covered by this agreement, a proportionate deduction shall be made from the consideration herein.
13. The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.
14. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.
15. Notice to either party hereunder must be in writing, signed by the party giving it, and shall be served either personally or by registered mail return receipt requested addressed as follows:

TO **OPDV** at 80 S. Swan Street, Albany, New York, 12210,

TO **CONTRACTOR** at [insert Contractor's address],

or to such other address as may be hereafter designated by notice. All notices become effective only when received by the addressee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

State of New York)
) ss.:
County of _____)

On the ____ day of _____ in the year _____ before me personally came _____ to me known, and known to me to be the person described herein and who executed the above instrument; and that he/she/they signed his/her/their name(s) thereto.

(Signature and office of person taking acknowledgment.)

Contractor Signature

State of New York)
) ss.:
County of _____)

On the ____ day of _____ in the year _____ before me personally came _____ to me known, and known to me to be the person described herein and who executed the above instrument; and that he/she/they signed his/her/their name(s) thereto.

(Signature and office of person taking acknowledgment.)

Cost Proposal Template

added to attachments as part of RFP amendments September 18, 2024

Cost Proposal Template

Submit a completed Cost Proposal as described in RFP Section 3.3 Proposal Requirements Three: Cost Proposal. The proposal shall comply with the format and content requirements as detailed and OPDV allowable and non-allowable expenses as identified in RFP Section 5.6. You may add additional rows and/or columns as needed.

A. Cost Proposal

Use the format here to propose all budgeted items. If your organization utilizes alternative budgeting methods, you may attach those here as supporting documentation. Your cost proposal should account for salaries, technology, deliverables (survey, analysis, final report, etc), travel, and any other associated costs that would be incurred should you be awarded this contract. If you, the primary Bidder, are proposing utilizing subcontractors, it is required that the primary Bidder serves as a formal project manager. Any costs associated with project management and subcontracted amounts should be included in this cost proposal in the format below.

Item	Unit Cost	Total Cost	Notes
TOTAL			

B. Budget Narrative

Provide a detailed description and justification of each of the proposed line-item budgeted costs included in the above cost proposal. Explain how the cost proposal meets the objectives and fulfills deliverables outlined throughout this RFP. Supporting documentation should be included as needed.

*****Additional Pages May be Attached as Necessary *****



**Offerer's Affirmation of Understanding of and Agreement pursuant to
New York State Finance Law §139-j (3) and §139-j (6) (b)** Page 1

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By:

Date:

Name:

Title:

Contractor Name:

Contractor Address:

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b) Page 2

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Continued →


Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b) Page 3

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract			
Address			
Name of Person Submitting This Form	Title of Person Submitting This Form		
Contract Procurement Number	Date		
1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?	→	Yes	No
If yes, please answer the next questions:			
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?	→	Yes	No
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?	→	Yes	No
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.			
Government Entity	Date of Finding of Non-Responsibility		
Basis of Finding Non-Responsibility add additional pages if necessary			

Continued →

**Offerer's Affirmation of Understanding of and Agreement pursuant to
New York State Finance Law §139-j (3) and §139-j (6) (b)** Page 4

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? 

Yes

No

6. If yes, please provide details below.

Government Entity

Date of Termination or Withholding of Contact

Basis of Termination or Withholding add additional pages if necessary

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature

Date

Continued 