



Request for Proposal NG – OMH01

Bronx Psychiatric Center Wellness Center

**PROPOSAL DUE DATE:
10/16/25 – 2:00 PM**

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1. Introduction

As New York State's mental health authority, OMH is committed to the mental wellness of all New Yorkers. The World Health Organization "defines mental health as follows: A state of well-being in which the individual realizes his or her own abilities, can cope with the normal stresses of life, can work productively and fruitfully and is able to contribute to his or her community. It is a crucial element of health and well-being that supports both our individual and group capacity to decide, form connections, and influence the world we live in." Further, the WHO Jameel Arts and Health lab, headed by Christopher Bailey has championed the growing body of evidence that participating in and enjoying the arts can help people cope, exercise their agency, develop their abilities, build community and bring moments of joy, our vision is to lead a Healing Arts revolution that improves the physical, mental and social wellbeing of millions of people worldwide.

In preparing to launch this initiative, OMH worked very closely with Lord Cultural Resources, an organization that has guided the creation of similar cultural and wellness spaces/organization in the United States and throughout the world. They developed a summary of the work that they prepared to help OMH envision how this Bronx-based wellness center could be sustainable, meet important community needs, and serve as a model. As part of their work with OMH, they also meet with key stakeholders in the Bronx/New York City about how they thought the wellness center should function and with similar programs across the country for lessons learned. (The final report of Lord Cultural Resources is provided as a link on OMH's website where the RFP is found).

OMH is seeking proposal from a trusted, culturally grounded non-profit organization with significant history providing services to Bronx residents or significant knowledge of the needs of the Bronx community to operate a Wellness Center at Bronx Psychiatric Center. As envisioned, this Wellness Center will bolster access to wellness services, community activities, skills development, personal enrichment, and other services and supports across the lifespan by incorporating the principles of community engagement and a sense of belonging. Arts, culture and integrative wellness services have become widely accepted and are supported by these themes and strategies:

- Importance of holistic and integrative health practices and the need for a wide range of therapeutic and recreational activities – based on the strong belief that the pathways to support and healing come in many forms
- Supportive and therapeutic environment – the physical environment itself is integral to fostering positive health outcomes
- Creating an atmosphere where the people involved in the BPC Wellness Center feel secure, welcomed, and informed is also a critical catalyst for wellness and healing
- Meeting people "where they are" is also critical: ensuring accessibility, broader community engagement (such as outreach, satellite offices, mobile services) is part of the overall long-term plan.

The Center will be located on the campus grounds in a renovated, 17,000-square foot space (floor plans provided as a link on OMH's website where the RFP is found) that includes a professional kitchen, a greenhouse, and both large and small rooms for groups and activities. The Center will welcome community members across the lifespan (both staff and recipients from the BPC campus as well as children, youth, adults and families who have a strong connection to the Bronx).

1.1. Key Dates and Events

Event	Date
Issuance of Request for Proposal	8/26/25
Deadline for Submission of Vendor Questions	9/12/25
Issuance of Responses to Submitted Questions	9/30/25
Proposal Due Date by 2:00 PM EST	10/16/25
Tentative Award Announcement	11/12/25

Contract Start Date	1/1/26
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1.2. Issuing Agency/Permissible Contacts

The issuing agency of this Request for Proposals (RFP) is the New York State Office of Mental Health (OMH). Pursuant to State Finance Law 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between OMH and Vendors during the procurement process. All inquiries concerning this procurement must be addressed to:

Attention: **Carol Swiderski**

Title: **Contract Management Specialist 3
Bureau of Community Budget and
Financial Management
Division of Contracts and Claims**

Agency: **NYS Office of Mental Health**

Address: **44 Holland Avenue, Albany, NY 12229**

Phone: **(518 473-1985**

E-Mail: **Carol.swiderski@omh.ny.gov**

During the “restricted period”, as defined below, no Vendor-initiated contact with any OMH official shall be permitted regarding this procurement except as provided herein. This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section entitled “Issuing Agency/Permissible Contacts” may be grounds for a determination that the Vendor is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible Contacts during the “restricted” period may result in the violator being debarred from participating in an OMH procurement for a period of four years.

1.3. Terms

The terms “shall”, “must”, and “will” designate requirements which the Vendor must comply with.

The terms “bidder”, “vendor”, “contractor”, and “offeror” are used interchangeably herein and shall have the same meaning.

The term “Providers” is used interchangeably with OMH licensed, designated, and funded agency.

1.4. Questions and Answers

There will be an opportunity available for submission of written questions and requests for clarification regarding this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to Carol Swiderski at carol.swiderski@omh.ny.gov] by 9/12/25 by 4:00 PM EST.

The comprehensive list of questions and responses will be posted to OMH’s website where the RFP is posted on 9/30/25.

1.5. Overview and Background

As stated in the Introduction above, OMH is seeking a proposal from a Bronx-based or Bronx-knowledgeable, trusted, culturally grounded, innovative non-profit organization to operate a Wellness Center on the campus of the Bronx Psychiatric Center. As envisioned, this Wellness Center will bolster access to wellness services, community activities, skills development, personal enrichment, and other holistic services and supports by incorporating the principles of community engagement and a sense of belonging. The non-profit partner will be expected to work closely with OMH in the start-up phase and provide guidance relevant to the ongoing operation of the Center including governance considerations (such as a dedicated Board subcommittee or a separate subsidiary, review of the Center's leadership job descriptions, organizational chart, reporting structure, etc.), continuous quality improvement, and fiscal health of the organization (grant applications, revenue from programs that regularly participate in the programming, etc.). OMH is also in the process of forming an Advisory Group (that has broad representation that focuses on trusted messengers and ambassadors from the Bronx stakeholder community) that can advise OMH and its non-profit partner to assure the success of this new, innovative model of wellness programming so that learning can be shared in other parts of the state where there may be similar need and opportunities for a wellness center.

The BPC Wellness Center will be driven by the following goals:

- **The Critical Importance of a Bronx-Driven, Trusted Cultural Partner to Support Individual and Community Wellness.** The Bronx has a population of close to 1.4 million and is ethnically and racially diverse as evidenced by the fact that 57% of the population speaks languages other than English at home. This diverse population is also younger and faces many social challenges (e.g., high degrees of poverty and unemployment) that can contribute to negative consequences related to social drivers of health. However, the richness of the many cultures and beliefs bring significant strengths and cultural capital. Different cultures have unique beliefs and practices regarding health, illness, and healing, which can influence how people approach and manage their overall wellness. Therefore, it is expected that this approach will allow Bronx community members to increase their access to culturally appropriate wellness services and overcome the stigma attached to mental health. There will be opportunities at the Center to access the more “traditional” service continuum, if requested. Connecting wellness activities around arts, culture, nature, integrative health and healing are particularly powerful when they intersect with the direct experiences and challenges that the Bronx community faces every day. The BPC Wellness Center is rooted in the overarching principle that this center is “for the community and by the community” and offers culturally responsive wellness strategies. It is expected that, over time, the Center will become a hub that connects individuals to off-site partnership programs. The Center will therefore address the social drivers of health – socioeconomic status, education, social supports, as well as access to culturally-responsive and nature-based care.
- **Integrating Holistic Approaches to Overall health.** Incorporating evidence-based, mindfulness-centered, mind-body practices. These can include yoga and other practices that integrate ancient and modern trauma-sensitive techniques to balance stress-response systems for self-care and healing others.
- **Improving Health through Aesthetic Experiences.** One of the most compelling reasons to study neuroaesthetics is its potential to improve emotional well-being. Research has shown that aesthetic experiences, whether from visual art, music, nature, or design, can trigger feelings of joy, wonder, and connection. Engaging with beauty and creativity releases dopamine, the “feel-good” neurotransmitter, and reduces levels of cortisol, the body's primary stress hormone. As a result, aesthetic experiences can offer significant mental health benefits, including reduced stress and anxiety. Studies in neuroaesthetics reveal that when people engage in creative activities or appreciate art, their brains activate areas linked to empathy, social connection, and reward, which can help individuals recover from trauma, improve mood, and boost self-esteem. The field of neuroaesthetics is increasingly looking into how specific types of art or aesthetic experiences can be tailored to benefit those struggling with mental health issues, making it an invaluable tool for promoting emotional well-being.

- Recent studies have discovered compelling connections between the experience of awe associated with exposure and involvement in aesthetic experiences and the enhancement of critical and creative thinking faculties, improved health and an increase in pro-social behaviors such as kindness, self-sacrifice, cooperation and resource-sharing. Awe is also one of the few emotions that can conjure increased mindfulness, reconfigure our sense of time and immerse us in the present moment.
- **Incorporating Peers in the Vision and Implementation** – Building upon OMH’s long-standing commitment to the value of peer involvement (“nothing about us, without us”), peers will be involved in all aspects of the BPC Wellness Center design, implementation and delivery of wellness services.
- **Building Community as an Antidote to Loneliness or Social Isolation** – The term “social prescribing” is used worldwide, with potential growth for use within the United States. Countries abroad have social prescribing infrastructure. Social prescribing addresses the “whole person,” focusing on nonmedical needs that support and benefit health and wellness. community health resources and addresses social determinants of health. Social prescribing is scalable, with opportunities for both smaller practical interventions and larger systems interventions. It addresses challenges of loneliness by providing intergenerational opportunities to connect socially.
 - Social prescribing blends the social and medical model to promote overall health. Within the United States, health systems are adopting social prescribing programs to promote health among members. Connecting people with community resources, encouraging wellness activities, and valuing nonpharmacologic interventions are all aspects of social prescribing. Social prescribing can be implemented at system levels and within individual practices and offers a renewed commitment to addressing holistic health and well-being. (Khan and Giurca et al., 2024, Social Prescribing Around the World - A World Map of Global Developments in Social Prescribing Across Different Health System Contexts, National Academy for Social Prescribing, WHO.)
- **Learning Career-related and other Relevant Skills as part of Overall Individual and Community Wellness.** Psychiatric rehabilitation aims to help individuals with behavioral health conditions develop the emotional, social, and intellectual skills needed to live, learn, and work in the community with minimal professional support. Work plays a crucial role in rehabilitation by addressing individual needs and aspiration. Providing opportunities for development of these skills is a critical component of individual and community wellness, particularly for those living with mental health conditions. Meaningful employment not only fosters economic independence but can also serve as a powerful form of recovery promoting an individual’s purpose, dignity, and social connection.

2. Scope of Work

2.1. Purpose

The core tasks/expectations for OMH’s non-profit partner include:

- **A Vigorous Outreach and Communications Approach** – A critical component of launching the Center will be to have a robust marketing of the activities being offered at the Center and the opportunities for involvement and participation at both the community and individual level.
- **Close Collaboration with OMH and the BPC Wellness Center Advisory Council** – In order to ensure the steady growth, fiscal sustainability, quality service delivery, and maximum impact of the BPC Wellness Center overall, OMH will be establishing an advisory council with membership that strongly reflects the Bronx community.

- **Diversity of Funding Sources** – Similar models of wellness centers have found that their sustainability is based upon a mix of public dollars, foundation and other grant support, and other contributions such as revenue from subcontractors who participate in the Center. It is the expectation that the provider partner will emphatically seek the support needed to augment state dollars by receiving grants and contributions on a consistent basis.
- **Broad Range of Programming** – The exact mix of the events and activities on site will be determined by the operating non-profit partner in collaboration with OMH, but will include a range of integrative wellness, community engagement, arts and skill development activities and wellness promotion activities across the lifespan that ultimately aims to address the social determinants of health. OMH held a kick-off at the proposed site of the BPC Wellness Center on March 27, 2025, to give the community and key stakeholders a sense of the types of programming that could be accommodated at the site before the issuance of this RFP, the attached video demonstrates that potential.
- **Continuous Quality Improvement/Learning Community** – As a new and innovative project for OMH, the expectation is that there will be continuous and ongoing learning about operational efficacy, funding and sustainability of this project. It will be a routine expectation that the BPC Wellness Center non-profit partner entity will report data to OMH and the Advisory Committee so that the program can develop, and pivot as needed to best meet the needs of the Bronx community that will engage in its services.
- **A Staff that Reflects the Rich Talents of the Bronx** – The non-profit partner and its staff should reflect the diversity of the Bronx community and be locally based as much as possible, this includes the full range of staffing including, but not limited to, Center leadership, support staff, welcome ambassadors, psychiatric rehabilitation staff, peers, and facility maintenance personnel.
- **Ensuring a Safe, Welcoming and Creative Space** – It is expected that the provider non-profit partner will maintain the facilities so that they are rooted in trauma-informed principles and provide for a safe, clean and attractive environment, ensuring that the operating hours are reflective of community needs and requests, and curating regular activities and special events to reflect the cultural richness of the Bronx.
- **A Phased Plan for Development** – Upon inception of the BPC Wellness Center, OMH, the partner non-profit agency and the advisory board will meet to discuss the phased development of the center to ensure effective implementation and measured growth of the program components so that the Center is well received by all Bronx and surrounding community residents who enter its safe and affirming spaces. The expectation is that the Center's operation hours will grow as OMH, the Advisory Board and partner entity determines who and what kinds of activities will fill the space. It is the goal of OMH to also have the Center regarded as a hub to support relevant wellness activities off-site such that partnerships with schools and other community-based agencies will be essential to develop and maintain. As part of the proposal, OMH will ask the applicant to identify a list of potential partners who can offer activities in each of the key areas below:
 - Integrated wellness activities
 - Community engagement
 - Arts-related activities
 - Use of the greenhouse and surrounding landscape
 - Use of the kitchen space
 - Skills and job development
 - Addressing social drivers of health

3. Vendor and Staff Roles and Responsibilities

The selected Vendor must provide necessary staff, including subcontractors, if necessary, to successfully perform all required tasks, produce all required deliverables, and provide the services required under this RFP. The Vendor is responsible for performing all the tasks described in this RFP. The Vendor cannot make assumptions which conflict with the requirements of this RFP. Any assumptions or descriptions regarding the roles and responsibilities of the OMH resources within the Vendor's proposal shall not bind OMH during contract negotiations.

3.1. Vendor Qualifications

The Vendor's response must demonstrate the ability, through its professional staff expertise, organizational systems, programs, and proven experience to effectively perform the services outlined in this RFP. The Vendor's proposal shall demonstrate they have experience in the following areas:

3.1.1. Vendor Minimum Qualifications

- Non-profit provider (501(c)(3) in New York State

3.2. Staff Qualifications

Attachment F (Budget Template) offers guidance on the number and number and type of dedicated staff recommended to ensure that the BPC Wellness Center meets the stated goals in Section 1.5 above.

3.3. Staff Disqualification

OMH shall have the right to require the Vendor to remove any individual assigned to this project, at any time during the term of this contract, at OMH's sole and absolute discretion. The Vendor shall replace the individual with an individual with equivalent or higher skills and experience at OMH's discretion.

4. Proposal Preparation, Submission, and Evaluation

4.1. Proposal Format

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the Vendor to outright disqualification.

All proposals must be in the possession of the OMH designated contact(s) by 10/16/25 at 2:00 PM EST. It is the sole responsibility of the Vendor to ensure the proposal is received by the due date and time. No late submissions shall be accepted.

It shall be the responsibility of each Vendor to see that its material is appropriately contained in some physical form that best guards against the loss of property in transit or in handling by OMH once received.

The following sections describe the required format and information to be provided by each Vendor. Vendors responding to this RFP must satisfy all requirements stated in this RFP. All Vendors are required to submit complete Administrative, Technical and Financial proposals. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Vendors are instructed to submit Administrative, Technical, and Financial proposals in separate packages, formatted with tabs delineating responses to each section of each proposal. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Vendors are requested to keep their submissions to the shortest length, still ensuring a complete presentation of qualifications. Additional information, if submitted, should be in a separate package. Proposals must contain sufficient information to assure OMH of their accuracy.

Evaluation of the Administrative, Technical, and Financial Proposals received in response to this RFP will be conducted separately. Vendors are therefore cautioned not to include any Financial Proposal information in the Technical Proposal Documents, or such Proposals may be rejected.

4.2. Administrative Proposal

All Administrative forms and requirements listed below and as presented in the *Library of Attachments: Proposal Submission Checklist* should be included in the Vendor's Administrative Proposal. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy. Please provide the forms in the same order in which they are requested. Referenced attachments may be located in the Library of Attachments published in conjunction with this RFP.

4.2.1.80MWBE/SDVOB/EEO Requirements

Vendors are required to comply with Minority and Woman-owned Business Enterprises (MWBE) participation requirements as stated in this RFP. As part of your proposal, submit the following documents, as appropriate.

- Attachment I-1 – MWBE/EEO Policy Statement
- Attachment I-2 – EEO Employment Opportunity Staffing Plan
- Attachment G – MWBE Utilization Plan
- Attachment G-1 – MWBE Application for Waiver: If MWBE participation goals have been established for this RFP and the Vendor is unable to meet them, this form must be completed and submitted with proposal.
- Attachment H – SDVOB Utilization Plan
- Attachment H-1 – SDVOB Application for Waiver: If SDVOB participation goals have been established for this RFP and the Vendor is unable to meet them, this form must be completed and submitted with proposal.

4.2.2. Procurement Lobbying Requirements

Vendors are required to comply with the Procurement Lobbying Guidelines as outlined in Attachment J. of this RFP. As part of your proposal, submit the following documents:

- Attachment D-1 – Vendor's Affirmation of Understanding of OMH Procurement Lobbying Guidelines
- Attachment D-2 – Disclosure of Prior Non-Responsibility Determinations Non-Collusive Bidding Certification

Vendors must complete and certify that the submission of a proposal complies with section 163-D of the NYS State Finance Law. As part of your proposal, submit the following document:

- Attachment B – Non-Collusive Bidding Certification

4.2.3. Vendor Responsibility Questionnaire

Vendors must complete, certify, and file a **New York State Vendor Responsibility Questionnaire**. OMH recommends that Vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?0>

Vendors must provide their New York State Vendor Identification Number when enrolling.

To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

4.2.4. Encouraging the Use of New York State Subcontractors and Suppliers

- Attachment I-3 – Encouraging the Use of New York State Subcontractors and Suppliers
- Attachment I-4 – New York State Business Usage Form

4.2.5. Freedom of Information Law – Proposal Redactions

Vendors must clearly and specifically identify any portion of the proposal that a Vendor believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law.

4.2.6. Additional Forms

- ST-220 CA, Sales and Compensating Use Tax Certification
- Workers' Compensation Insurance Documentation
- Disability Benefits Insurance Documentation
- Attachment A – Solicitation Cover Sheet
- Attachment D – OMH Consultant Disclosure Reporting – Form A

4.2.7. Attachment E – Sexual Harassment Prevention Certification

4.2.8. Attachment F – Budget Template (Excel)

4.3. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror to perform the services described in this RFP. The Technical Proposal should demonstrate the qualifications of the Offeror and of the staff to be assigned to provide services related to those included in this RFP.

Any assumptions or descriptions regarding the roles and responsibilities of the OMH resources within the Offeror's proposal shall not bind OMH during contract negotiation.

Offeror proposals must completely address all minimum and/or mandatory requirements. To ensure you are not unnecessarily disqualified from bid evaluation, thoroughly read all proposal requirements, and provide complete responses. Vague, contradictory, or incomplete responses to requirements may result in a reduced technical score or may result in having the proposal deemed non-responsive and disqualified from further consideration.

In addition, as part of the technical proposal, the Offeror must provide a mission statement for this project that includes information about the intent to support credential seekers who are from historically marginalized populations. Include how the organization will ensure the credential process is equitable to all applicants.

Offerors must provide all information requested by OMH as part of their proposal(s). Offerors must also indicate any specific information that is considered proprietary and/or confidential. OMH will not enter into any additional nondisclosure agreements to obtain information requested in the RFP. All information identified by the Offeror as proprietary and/or confidential will be treated as such by OMH. Failure to provide requested information may result in the Vendor's proposal being deemed non-responsive and disqualified from any further consideration. When writing your Technical Proposal, please refer to the Introduction and Sections 1.5 and 2.1 so that your responses are

consistent with OMH's goals for and the scope of work expected at the BPC Center Wellness Center:

Knowledge of the Bronx

- Please describe the nature, duration and depth of your organization's work in the Bronx by identifying current projects, cross-agency efforts and other evidence of your knowledge of the Bronx and the unique needs and strengths of the borough

Wellness Programming and Potential Partners

- Please describe your agency's vision for the programming that would be available at the BPC Wellness Center by creating a schedule of events (prepare a schedule for a week) based upon your knowledge of wellness activities, potential subcontractors whom your agency would partner with to deliver services, include activities that would take advantage of the greenhouse, professional kitchen, the common spaces that could be used for art and other displays and the variety of large and small spaces in the building and ways in which the space itself can be most conducive to wellness activities.
- Also please describe your agency's vision for how guests will be welcomed to the Center, methods to get feedback from guests on the activities in which they have participated, how when asked for or needed, guests can be connected to other services (e.g., social care needs related, and/or to professional behavioral health services).

Staffing Plan

- Please describe your agency's staffing plan (i.e., recruitment/onboarding strategies), including a description for each of the required positions listed in the budget template (Attachment F) and any other staffing deemed relevant and necessary (i.e., Peers, Family Engagement Specialists, Community Wellness Workers, etc.) to achieve the Center's goals. Required positions are:
 - Wellness Center Director (1 FTE)– This position will be responsible for the day-to-day management, coordination, and oversight of all center operations, ensuring high-quality events and activities/services and a welcoming, person-centered environment. With a focus on operational excellence and community impact, the Director will lead efforts to strengthen partnerships and promote the overall effectiveness of the center and its standing as a source of creativity and wellness for the Bronx community. This position will be the primary liaison between the Center and OMH and Community Advisory Board.
 - Director of Quality / Evaluation (.25 FTE) – This position will lead the development and implementation of data-driven strategies to ensure continuous quality improvement across all events, programs and services offered by the Center. This role will oversee performance metrics and outcomes to support operational excellence and service equity, and routine reporting to OMH, the Advisory Board. Through collaboration with staff and stakeholders, this position will foster a culture of accountability, learning, and innovation that advances the Center's mission to promote wellness for all participants.
 - Director of Philanthropy / Fundraising (0.5 FTE) – This position will lead efforts to secure sustainable funding for the Center through grant writing, donor engagement, and strategic partnerships. With a focus on long-term growth, this position will develop and implement fundraising campaigns that align with the Center's values and expand its impact, and long-term sustainability.
 - Community Engagement Coordinator (! FTE)– This position will oversee the marketing and communications for the Center to raise the center's visibility, promote its mission, and engage effectively with the Bronx community and beyond. This position will cultivate relationships with stakeholders and local organizations to ensure the Center's programs are culturally responsive, inclusive, and well-utilized to elevate community voices.

Data-Driven Quality

- Describe how your agency uses data to drive decision making and improve overall agency quality. Give examples of quality improvement projects that are ongoing or have been done within the last 3 years and how that impacted the work that you do. Describe your vision for how your agency would apply your quality improvement process and learning to the work of the BPC Wellness Center.

Fiscal Track Record

- Please provide a copy of your last independently audited fiscal statement. Highlight where you have been able to augment dollars through private donations, foundation grants and other sources. Give an example of your proudest fiscal achievement in the last five years.

Commitment to Recovery and Staff Wellness

- Please provide a description of your agency's understanding of and the use of peers in the design, operation and/or quality oversight of your program. Also, share how your agency supports staff wellness. Given a specific

example of your agency's proudest achievements in these two areas.

Advancing Equity

- OMH is committed to the reduction of disparities in access, quality, and treatment outcomes for historically marginalized populations, please provide:
 - A draft mission statement for the BPC Wellness Center that includes information about how you would operate the Center with an intent to serve individuals from marginalized/underserved populations in a culturally humble, trauma-informed way
 - Describe how your agency currently applies diversity, equality, inclusion and belonging principles in the way you deliver services and what changes you have made to assure that these practices are safeguarded (e.g., use of the National CLAS standards).
 - Identify who in your organization are your internal champions for these efforts and any lessons learned
 - Describe in detail your efforts to make services accessible in terms of language, times offered, and in the physical environment.

Governance

- As stated in Section 2.1 above, OMH intends to work very closely with the provider partner on the development of the BPC Wellness Center through an advisory committee process and with ongoing reporting from the agency on quality, services provided, numbers of participants in the Center, fiscal achievements and overall lessons learned. Please describe how your Board would be involved in this effort. OMH suggests either a subsidiary or a separate standing committee of the Board in which OMH would participate as a non-voting member to ensure that the Center stays on track, is involved in decision making on fiscal approaches and physical plant changes, phasing of programming, hours, exploring subcontractor opportunities, and other kinds of mid-course corrections to ensure the success and sustainability of the Center.

4.3.1 Operating Funding

One (1) award will be made for this RFP, starting 1/1/2026. The awardee for the Bronx Wellness center RFP will be funded through 2 state contracts. One contract for operating funding which will pay \$1M annually (\$5M total over 5 years, paid quarterly), and one 24-month contract that will be for Start-up and Transition/Ramp-up which will equal \$1M total, paid in quarterly installments over the length of the 2-yr contract.

- The projected cost of utilities for the Bronx Wellness Center is \$78,183 annually and has been added to provided budget template. This rate is subject to change based on actual utility usage.
- Rent cost for the BPC Wellness Center will be \$113,000 per year and has also been pre-entered into the supplied budget template
- Start-Up as described above will be made available to applicants for relevant start-up costs including, but not limited to:
 - Marketing / Advertising
 - Hiring/Onboarding
 - Furnishings and equipment (e.g., for the kitchen, greenhouse, activity spaces, common areas)
 - Signage (exterior and interior)
 - Technology equipment (e.g., activity whiteboards, computers)
 - Minor capital improvements

The supplied budget template has separate tabs for "Start Up" and "Operating". In each of the years 1 and 2 the start-up should not exceed \$500K and the operating funding should not exceed \$1M. In years 3-5 there should not be start up expenses. The operating funding for years 3-5 will continue at \$1M annually.

Applicants are reminded that funding to support the operation of this program is contingent upon the continued availability of State appropriations.

4.3.2 Cover Letter and Proposal Response Forms

As an introduction to the Vendor's proposal, the Vendor shall provide, at a minimum, the following information:

- **Title Page:** The technical proposal should begin with a Title Page bearing the name and address of the vendor and the name and number of this RFP.
- **Claim of Confidentiality:** Any information that is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Vendor's Financial Proposal. An explanation for each claim of confidentiality shall be included. The entire proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the proposal.
- **Table of Contents:** The Table of Contents shall follow the Claim of Confidentiality, if applicable, and the Title Page for the Technical Proposal, organized by section, subsection, and page number.
- **Transmittal Letter:** A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any amendments. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Vendor to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:
 - Name and address of the Vendor.
 - Name, title, e-mail address, and telephone number of primary contact for the Vendor.
 - Solicitation Title, and Solicitation Number that the proposal is in response to.
 - Signature, typed name, and title of an individual authorized to commit the Vendor to its proposal.
 - Federal Employer Identification Number (FEIN) of the Vendor.
 - Acceptance of all State RFP and contract terms and conditions; if any exceptions are taken, they are to be noted in the Executive Summary.
 - Acknowledgement of all amendments to the RFP.

4.3.3 Executive Summary

Offerors must include a cover letter that includes the contact information for the authorized representative responsible for the proposal.

The Executive Summary must include a succinct summary of the Offerors understanding of the requirements of the RFP, as well as a synopsis of their overall approach to fulfilling the requirements set forth in the RFP.

4.3.4 Qualifications and Experience

Offerors must detail their qualifications and experience in providing services that are comparable to those being requested through this RFP.

Responses must provide an overview of the qualifications of the staff who will be assigned to this project as well as their, and the company's experience in providing these services.

4.3.5 Project Approach

Offerors must provide a detailed description of their approach to providing the services contemplated by this RFP.

Responses to this section must provide detailed narrative of how each of the requirements set forth in Section 2 of this RFP will be met.

4.4. Financial Proposal

The purpose of this section is to prescribe the items that must be included in the Vendor's Financial Proposal. All proposed costs must be directly related to project activities associated with providing the required services. The following are required sections of the Financial Proposal:

4.4.1. Financial Proposal Summary

The Financial Proposal must begin with an introduction and summary that provides an introduction and summary that provides an overview and description of the Vendor's approach that was used to determine the overall costs of the services contemplated by this RFP.

The Financial Proposal summary include a signature from an authorized Vendor employee who has the authority to contractually agree to the costs provided in the Financial Proposal.

4.4.2. Financial Response Form

Costs must be disclosed on the NG-OMH01 Attachment F Cost Proposal Sheet, with the details further described in the Financial Proposal Summary. By signing the proposal, the Vendor affirms that the proposed costs are all-inclusive of the costs for services provided to OMH under this project.

Interested bidders must include a fixed price for the one-time deliverables and post go-live implementation ongoing operations and services costs covered in Section 3. All costs must be fully inclusive of travel, lodging, meals, and other incidental costs unless otherwise noted. The financial proposal must include pricing only for products and services being offered. Financial proposals will not be opened until the technical evaluation has been completed.

Financial proposals will be scored based on a maximum [20 Points]. The Offeror whose proposal includes the lowest overall cost will receive the maximum number of points [20 Points]. All other responsive proposals will receive a proportionate number of points based on the relation of their financial proposal to the proposal that offered the lowest overall cost. The following formula will be used to calculate the scores for the financial proposal:

Lowest Cost Proposal = [Enter Points] points –

Cost points awarded = [Enter Points] potential points x (lowest cost total / cost of proposal being evaluated).

(lowest cost/cost being evaluated) x maximum points

4.5. Proposal Submission

Electronic proposals must be emailed to: carol.swiderski@omy.ny.gov by 10/16/25 at 2:00 PM EST.

To be deemed responsive to this RFP, Vendors must meet all the mandatory requirements, and the written proposals must address all response criteria requested herein. Failure to comply with the requirements or provide all responses may result in the Vendor's proposal being deemed non-responsive and removed from further consideration, or a reduced technical score.

Electronic proposals must be submitted via email by the submission due date and time. No facsimile or hard copy proposals will be accepted. It is the Vendor's responsibility to ensure that the proposal is submitted and received by the due date and time. Proposals received after the submission date or time will be disqualified from consideration.

The OMH will provide a confirmation email that the electronic proposal has been received. The email subject line must include the following information: **The Solicitation Number and Vendor Name. If the proposal requires files be sent in multiple emails, indicate the email number, e.g. 1 of 2.**

A complete Electronic Proposal should contain and be organized into the follow three volumes:

Volume 1 – Written Technical Proposal should include responses to all major sections identified in *Section 5.3 Technical Proposal* and on the Proposal Submission Checklist contained in the associated Library of Attachments.

Volume 2 - Financial Proposal should be comprised of the signed Cost Proposal Summary and completed *Attachment F - Cost Proposal Sheet* as defined in *Section 5.4, Financial Proposal*.

Volume 3 - Administrative Proposal should be comprised of one set of Administrative attachments as outlined in *Sections 4.2, Administrative Proposal* and on the Proposal Submission Checklist contained in the associated Library of Attachments.

Complete proposals must be received by 10/16/25 at 2:00 PM EST.

Proposals that are illegible, incomplete, or that contain any omissions, erasures, alterations, additions, or items not called for in the solicitation or that contain irregularities of any kind may be rejected. All costs associated with the preparation of the proposal are the responsibility of the Offeror. Offerors may modify, in writing, the content of any proposal at any time prior to the proposal due date and time. Proposals may be withdrawn or canceled before the proposal due date and time.

4.6. Evaluation Process and Criteria

All compliant proposals, as described in *RFP Section 5: Proposal Preparation, Submission, and Evaluation*, accepted from qualified Vendors will be subject to an evaluation by OMH. OMH Contracts will establish a Technical Proposal Evaluation Committee and a Financial Proposal Evaluation Committee. Members of each committee will individually evaluate either the technical or the financial portions of the proposals.

The selection method will be based on a points system with the rating criteria weighted at:

- [80 points] Points for written technical proposal.
- [20 points] Points for financial proposal.

This procurement will be award on the basis of “Best Value” to OMH. The awarded winner will be selected based on the highest total points scored for the written technical proposal, System Demonstration, and financial proposal.

4.6.1. Initial Screening – Administrative and Mandatory Requirement Assessment (Pass/Fail – No Points)

Vendor proposals must completely address all minimum and/or mandatory requirements. To ensure you are not unnecessarily disqualified from proposal evaluation, thoroughly read all proposal requirements and provide complete responses. Vague, contradictory, or incomplete responses to requirements may result in a reduced technical score or may be deemed non-responsive and disqualified from further consideration.

OMH will perform an initial screening of each proposal received to determine whether the proposal meets the minimum requirements of the RFP and the mandatory requirements. If any of the requirements with a priority of Mandatory cannot be met, the proposal may be deemed non-responsive. Nonresponsive proposals will not be evaluated. Client references provided by the Vendor will be contacted by OMH. Proposals will receive either a passing or failing evaluation during the initial screening. Proposals that do not meet all of the mandatory requirements may be disqualified from further consideration.

Only proposals passing the initial screening will be considered viable and subject to continued evaluation by OMH.

4.6.2. Technical Proposal Evaluation (80 Points)

The Technical Proposal Evaluation Committee will perform the technical proposal evaluation. The written technical evaluation will be based upon the requirements set forth in this RFP.

4.6.3. Financial Proposal Evaluation (20 Points)

The Financial Proposal Evaluation Committee will evaluate all financial proposals independently from the written technical proposal evaluation. The financial proposal evaluation will be based upon the Vendor's response provided in *Attachment F: Financial Proposal Sheet*. All costs and rates provided in response to this RFP must be inclusive of travel, lodging, meals, and other incidental costs.

The financial proposal evaluation will be based on total cost of the criteria detailed on the financial proposal form.

The lowest cost Vendor will receive the maximum points available. All other Vendors are evaluated relative to the lowest Vendor's cost.

The formula for the evaluation of other Vendor's cost will be: (lowest cost Vendor / Vendor cost) x maximum points.

4.6.4. Final Evaluations and Contract Award

Finalists' scores from the written technical proposal and financial proposal will be totaled to produce a composite score. The proposals will be ranked based on the combined scores. The contract will be awarded to the Offeror whose proposal obtains the highest aggregate score.

In the event that Offerors receive the same final score, OMH will use the following tie-breaking mechanisms in the order listed, to determine final ranking:

- The Offeror's Technical Score
- The Offeror's Financial Score
- Determined by the Commissioner of OMH or their designee

5. Administrative Information

5.1. Term of the Agreement

The term of the agreement shall be five (5) years from the date of the Contract Start Date indicated in Section 1.1 Key Dates and Events.

5.2. Questions and Answers

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to Carol Swiderski at carol.swiderski@omh.ny.gov by 9/12/25 at 4:00 PM EST.

The comprehensive list of questions and responses will be posted to the NYS Contract Reporter Ad for this solicitation and notice of such posting will be distributed by email to all Vendors known to OMH. This listing will not include the identities of the Vendors submitting the questions; those Vendors will remain anonymous to the extent allowed by law.

5.3. OMH Reserved Rights

OMH reserves all right with respect to proposals, including, but not limited to:

- Withdraw the RFP at any time, at its sole discretion;
- Disqualify any Offeror whose conduct and/or proposal submission fails to conform to the requirement of the RFP;
- Seek clarifications and revisions of proposals;
- Use information obtained through site visits, management interviews and the State's investigation of a Offeror's qualifications, experience, ability or financial standing, and any material or information submitted by the Offeror in response to the OMH's request for clarifying information in the course of evaluation and/or selection under this RFP;
- Prior to the proposal due date, amend RFP specifications to correct errors or oversights, or to supply additional information as it becomes available;
- Change any of the scheduled dates stated herein;
- Conduct contract negotiations with the next responsible Offeror should the OMH be unsuccessful in negotiating with the selected Offeror within thirty (30) business days from notification of selection for award. This is to include completion of all required documents and signature of the contract;
- Adjust or correct cost/figures with concurrence of the Offeror if mathematical or typographical errors exist;
- Waive requirements or amend this RFP upon notification to all Offerors. Mandatory requirements may be eliminated if unmet by all Offerors;
- Reject any or all proposals received in response to this RFP;
- Make an award under this RFP in whole or in part;
- Prior to the proposal due date, direct Offerors to submit proposal modifications addressing subsequent amendments/modifications to this RFP;
- Eliminate any mandatory, non-material specifications that cannot be complied with by any of the prospective Offerors, and waive any requirement of this RFP that is not material;
- Negotiate with the successful Offeror within the scope of this RFP, in the best interests of the State;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's proposal and/or to determine an Offeror's compliance with the requirements of the solicitation;
- Utilize any and all ideas submitted in the proposals received.
- Determine and decide, in its sole and absolute discretion, whether any staff proposal from the Vendor is suitable. Any instance where the words "deem", "deems", or "deeming" or any permutation thereof are used in this RFP shall be construed to mean that such determination shall be made in OMH's sole and absolute discretion.

5.4. Right to Modify RFP

OMH reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by OMH, at any time prior to the Deadline for Submission of Proposals listed in the Key Dates and Events. Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by be posted to the NYS Contract Reporter Ad and subsequent email notification will be provided to all potential Vendors known to OMH that have received access to this RFP. OMH also reserves the right to cancel this RFP, in whole or in part, and to reject any and all proposals.

If the Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Vendor must immediately notify OMH of such error in writing and request clarification or modification of the document. If, prior to the Deadline for Submission of Proposals, a Vendor fails to notify OMH of a known error or an error that reasonably should have been known, the Vendor must assume the risk of proposing. If awarded the contract, the Vendor must not be entitled to additional compensation by reason of the error or its correction.

5.5. Freedom of Information Requirements

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

5.6. Completeness of Proposal

Vendors must submit proposals for the complete range of services specified in this RFP. It is the responsibility of the Vendor to verify the completeness of its proposal and its suitability to meet the requirements of this RFP.

5.7. Conditions of Contract and Method of Award

The contract resulting from this RFP will be awarded to the proposal demonstrating the best value among those proposals determined to be responsive based on the review and evaluation of their content and completeness that best meets the requirements of this RFP and OMH. "Best Value" is defined that that proposal that meets the mandatory requirements and received the highest overall combined score based on the Technical Evaluation score and the Financial Evaluation score. OMH reserves the right to seek clarifications, evaluate and/or reject all proposals in whole or in part, and to waive or modify technicalities, irregularities, and omissions, or solicit new proposals if, in OMH's judgment, the best interest of the State will be served. Following contractor selection, and prior to signing a contract, the OMH reserves the right to further negotiate cost and other specifics.

By submitting a proposal response, the selected contractor is agreeing to enter into a contract substantially in accordance with the OMH Contract Boilerplate published in conjunction to this RFP. Minimal extraneous terms presented by the contractor may only considered for incorporation and negotiation to the extent that they do not present a substantial or direct conflict to the non-negotiable terms or order of precedence presented in the published OMH Contract Boilerplate.

5.8. Debriefing

A debriefing is available to any entity that submitted a proposal or bid in response to a solicitation. A Vendor will be accorded fair and equal treatment with respect to its opportunity for debriefing. A Debriefing shall be **requested in**

writing within seven (7) business days of OMH notifying the Offeror out the outcome of their proposal submission. An Offeror's written request for a debriefing shall be submitted to the designated contact. The debriefing shall occur within ten (10) days of OMH's receipt of this request or as soon after that time as practicable under the circumstances.

5.9. Protest Procedure

A Vendor wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within seven (7) business days of notice of a contract being awarded, to the OMH designated contact listed in this RFP. If a request for a debriefing is conducted by OMH as set forth in this RFP, then a Notice of Protest is due within two business days after the debriefing session occurs.

The Notice of Protest must include at a minimum the following information: (a) Contract number and title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award, and (c) a contact name, address, and e-mail address to which OMH may address its Protest Determination.

OMH review the Notice of Protest, and within fifteen (15) business days notify the protesting party of its Protest Determination. If OMH requires additional time, then it will notify the protesting party within the above stated fifteen (15) business days. OMH may summarily deny a protest that fails to contain specific factual or legal allegations.

Upon receipt of OMH's Protest Determination, the protesting party may file an appeal with the New York State Office of the State Comptroller (OSC).

5.10. Disclosure Legislation

In 2006 the NYS State Finance Law was amended to require State contractors who provide consulting services to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor. Under this law consulting services contracts have been defined as any contract entered into by a State Agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

In order to comply with this law the Offeror must complete *Attachment C – Consultant Disclosure, Form A*.

5.10.1. Consulting Form A

If applicable, this form will need to be submitted by all Offerors of this procurement and shall be included in the proposal submission. The purpose this form is to capture the necessary planned employment information prospectively from the start date of the contract through the end of the contract term.

5.11. Vendor Responsibility

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

As part of the procurement process, Offerors, affiliates, and any business entity of which the Offeror is a subsidiary and subcontractors (where the subcontractor is known at the time of the contract award, its qualifications are a material factor in the award, and its subcontract will equal or exceed \$100,000 over the life of the contract) are required to

complete the Vendor Responsibility Questionnaire and submit it with its proposal. OMH shall conduct reviews of each Vendor for responsibility and responsiveness. The OMH may, at its sole discretion, request additional information, including meeting with the Offeror.

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

The Offeror that is awarded this contract shall update the Vendor Responsibility Questionnaire whenever such information changes and prior to any contract extensions and/or amendments. In the case of an assignment, a Vendor Responsibility Questionnaire should be submitted for the Contractor and Subcontractors. If the Offeror is determined, on the basis of new or previously undisclosed information, to be not responsible, the contract may be terminated, at the OMH's sole discretion.

5.12. 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 Contractor must file a properly completed Form ST-220-CA (with OMH as the Contracting Agency within 48 hours of notification of selection for award) 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: <https://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> Forms are available through these links:

ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.13. Extraneous Terms

Proposals shall conform to the terms set forth in the RFP. Material deviations may render the Proposal non-responsive and may result in the rejection of the Proposal. Extraneous terms proposed by a Bidder for consideration shall be submitted using the format and process set forth in the RFP. Any Bidder submissions on standard, pre-printed forms, such as, but not limited to, product literature, order forms, license agreements, contracts, or other documents that are attached or referenced with submissions shall not be considered part of the bid or resulting Contract but shall be deemed included for informational or promotional purposes only. Only extraneous terms accepted by OMH, in writing, shall be expressly incorporated into the Contract. Acceptance and/or processing of a Proposal shall not constitute acceptance of extraneous terms. OMH will not entertain any exceptions to Appendix A, Standard Clauses for New York State Contracts.

5.14. Material Deviations

Material requirements of the RFP are those designated as mandatory, without which an adequate analysis and comparison of Proposals is impossible, or those that affect the competitiveness of Proposals, or the cost to OMH. Proposals that do not meet all material requirements of this RFP or that fail to provide all required and mandatory information, documents, or supporting materials, or include language that is conditional or contrary to terms, conditions, and requirements, may be rejected as nonresponsive. OMH, in its sole discretion, reserves the right to determine whether a Proposal meets the material requirements of the RFP.

5.15. Clarification Process

OMH may request clarification from a Bidder for the purpose of resolving any ambiguity or questioning information presented in the Proposal. Clarifications are an opportunity to explain, but not to make changes to, a Proposal. Responses shall be submitted to OMH within the time stipulated at the time of the request. As applicable, clarifications will be treated as addenda to the Proposal.

5.16. News Releases

No public discussion or news release pertaining to this RFP or the services to which this RFP relates may be made without prior written approval, and then only in accordance with express written instructions from OMH. No outcome of the award under this procurement may be released without prior approval by OMH and then only to persons designated by OMH.

5.17. Advertising

Each Bidder agrees not to use OMH's name, logos, images, nor any data or results arising from this procurement or Contract as part of any commercial advertising without prior written approval by OMH, and then only in consultation and cooperation with OMH.

6. Insurance Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that OMH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with OMH, successful Vendors will be required to verify for OMH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

6.1. Proof of Workers' Compensation Coverage

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

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

6.2. Proof of Disability Benefits Coverage

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

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

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

6.3. Additional Insurance Requirement

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

The Contractor shall deliver to OMH evidence of such policies in a form acceptable to the OMH. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

General Conditions

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

Coverage Types and Policy Limits: The types of coverage and policy limits required from the Contractor are specified in Appendix G of the OMH contract boilerplate.

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

Certificates of Insurance/Notices: Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the OMH, before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates shall be mailed to the:

**NYS Office of Mental Health
Bureau of Procurement Enterprise Services-Unit R
75 New Scotland Avenue
Albany, NY 12208**

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled,

materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the OMH, Attn: NYS Office of Mental Health, 75 New Scotland Avenue, Albany, NY 12208. In addition, if required by the OMH, the Contractor shall deliver to the OMH within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- Be in the form approved by OMH.
- Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- Specify the Additional Insureds and Named Insureds as required herein.
- Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,
- When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
- Be signed by an authorized representative of the insurance carrier or producer.
- Original, copies, faxed, and electronic documents (Certificates of Insurance, Supplemental Insurance Certificates and other attachments) will be accepted.

Primary Coverage: All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the OMH for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Any other insurance maintained by the OMH shall be excess of and shall not contribute with the Contractor's insurance regardless of the —other insurance clause contained in the Agency's own policy of insurance.

Policy Renewal/Expiration: At least two (2) weeks prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the OMH than the expiring policies shall be delivered to the OMH in the manner required for service of notice in the *Certificates of Insurance/Notices* paragraph above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the OMH, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the OMH. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the OMH, shall not give rise to a delay claim or any other claim against the OMH. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the OMH, the OMH may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the Contractor, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

Self-Insured Retention/Deductibles: Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. For Construction contracts – General, Environmental, and/or Builders' Risk deductibles or self-insured retentions above \$100,000 are subject to approval from the OMH. Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.

Subcontractors: Should the Contractor engage a Subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the OMH.