



**Office of Alcoholism and  
Substance Abuse Services**

**Request for Proposals**

**Expert Oracle and Java  
Developer Consulting Services**

**OASAS Project No. 16001ExpertDev**

**February 8, 2016**

# Request for Proposal

## OASAS Expert Oracle and Java Developer Consulting Services

OASAS Project No. 16001 ExpertDev

### Expected Timetable for Key Events:

EVENT	DATE	TIME
RFP Release Date	2/8/2016	
<b>MANDATORY</b> RFP Intent to Bid letter Due	2/17/2016	5PM EST
Receipt of Questions from Potential Offerors Due	2/19/2016	5PM EST
Anticipated release of Questions & Answers by OASAS	3/2/2016	
Bid Proposal Submission Due Date and Time	3/9/2016	5PM EST
Anticipated Notification of Award (NOA)	3/23/2016	
Anticipated Contract Start Date	4/1/2016	

### All Inquiries to:

[procurements@oasas.ny.gov](mailto:procurements@oasas.ny.gov)

Bureau of Contracts & Procurements  
Office of Alcoholism and Substance Abuse Services  
Subject: OASAS Project No. 16001 ExpertDev

### Submission of Proposal to:

OASAS PROJECT NO. 16001-EXPERTDEV  
KAREN STACKROW, CONTRACT MANAGEMENT SPECIALIST 2  
BUREAU OF FINANCIAL MANAGEMENT- CONTRACTS & PROCUREMENTS  
NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES  
1450 WESTERN AVENUE 5TH FL  
ALBANY, NY 12203

**Please be aware that any expenses your firm incurs in the preparation and submission of the proposal(s) will not be reimbursed by the State. Your firm's continued interest in providing service to the State of New York is appreciated.**



## Table of Contents

Request for Proposal.....	1
Checklist of Submission Requirements.....	5
<b>SECTION 1 - INTRODUCTION.....</b>	<b>6</b>
1.1 Purpose. ....	6
1.2 Background. ....	6
1.3 General Overview.....	6
1.4 Designated Staff for Bidder Contact. ....	6
<b>SECTION 2 - SCOPE OF WORK.....</b>	<b>7</b>
2.1 Overview. ....	7
2.2 Project Deliverables.....	8
2.3 Contractor Responsibilities ....	9
2.4 Technical and Non-Technical Requirements ....	9
2.5 Content of the Proposals.....	12
<b>SECTION 3 - PROPOSAL SUBMISSION .....</b>	<b>13</b>
<b>3.1 MANDATORY Intent to Bid .....</b>	<b>13</b>
3.2 Inquiries.....	13
3.3 Clarifications or Modifications to the RFP.....	13
3.4 Bidder’s Acceptance of Request for Proposal and Contract Provisions.....	13
3.5 Proposal Format and Content .....	13
3.6 Deadline and Instructions for Proposal Submission.....	16
3.7 Status of Information.....	17
<b>SECTION 4 -EVALUATION OF PROPOSALS AND SELECTION .....</b>	<b>17</b>
4.1 Completeness Review/Non-Responsive Proposals .....	17
4.2 Negotiations.....	18
4.3 Evaluation Methodology .....	18
4.4 Method of Award .....	18
4.6 Debriefing.....	19
4.7 Contract Period.....	19
<b>SECTION 5 - ADMINISTRATIVE INFORMATION .....</b>	<b>19</b>
5.1 Issuing Office .....	19
5.2 Funding.....	19
5.3 Subcontracting.....	19
5.4 Method of Payment .....	19
5.5 Electronic Payment.....	19



5.6 Invoice Preparation.....	20
5.7 General Terms and Conditions.....	20
5.8 Non-responsibility Determinations.....	22
5.9 Proposal Security.....	22
5.10 Bidder Covenant.....	22
5.11 Rights to Materials Produced.....	22
<b>SECTION 6 - CONTRACT CLAUSES AND REQUIREMENTS.....</b>	<b>23</b>
6.1 APPENDIX A - Standard Clauses for New York State Contracts.....	23
6.2 Contractor Requirements and Procedures For MWBE and EEO (APPENDIX U).....	23
6.3 NYS Vendor Responsibility Questionnaire.....	26
6.4 Consultant Disclosure Law (APPENDIX H).....	26
6.5 Ethics Compliance.....	28
6.6 Indemnification.....	28
6.7 Tax and Finance Clause.....	28
6.8 Contractors Insurance Requirements.....	29
6.9 Important Notice Regarding NYS Freedom Of Information Law (FOIL).....	29
6.10 Confidentiality and Nondisclosure.....	30
6.11 Non-Collusive Bidding Practices (ATTACHMENT 4).....	30
6.12 Procurement Lobbying Law.....	30
6.13 Regulations and Guidelines.....	31
6.14 Public Announcements.....	31
6.15 Acceptance.....	31
6.16 Iran Divestment Act.....	32
6.17 Third Party Web-Based Information and Application Development.....	32
<b>SECTION 7 - TERMINATION.....</b>	<b>32</b>
7.1 Termination.....	32
APPENDIX A - STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS.....	1
APPENDIX B - COST PROPOSAL FORM.....	8
APPENDIX H – CONSULTANT DISCLOSURE.....	9
APPENDIX F - LETTER OF INTENT TO BID.....	13
APPENDIX L - AFFIRMATION PURSUANT TO SFL STATE FINANCE LAW §139-J-K.....	14
APPENDIX T - ST220-TD and ST220-CA.....	18
APPENDIX U - MWBE Forms.....	26
FORM 1 - M/WBE UTILIZATION PLAN.....	26
FORM 2 - REQUEST FOR WAIVER FORM.....	27



FORM 3 - QUARTERLY M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT.....29

FORM 4 - EQUAL EMPLOYMENT OPPORUNITY STAFFING PLAN .....30

FORM 5 - EEO AND WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT.....32

APPENDIX X - Amendment .....APX1

ATTACHMENT 1 - Consultant Candidate References ..... ATT1

ATTACHMENT 2 - Contractor Information ..... ATT2

ATTACHMENT 3 - Contractor Business References ..... ATT3

ATTACHMENT 4 - Nondiscrimination in Employment..... ATT4

ATTACHMENT 5 - Non-Collusive Bidding Certification - Section 139-D of the SFL ..... ATT5

ATTACHMENT 6 - Encouraging Use Of Nys Businesses In Contract Performance ..... ATT6

ATTACHMENT 7 - Diversity Practices Questionnaire..... ATT7

ATTACHMENT 8 - Business Associate Agreement..... ATT8



## Checklist of Submission Requirements

### **2 complete sets of the Administrative Proposal** (1 original, 1 copy)

- Packaged separate from the Cost and Technical proposals, and sealed.
- Outside of package identified with the Office of Alcoholism and Substance Abuse Services' name, the phrase "Administrative Proposal: OASAS Project No. 16001 ExpertDev" and "Submitted by: (Bidder's Name)"
- Cover Letter on company letterhead with an original signature of the individual who is authorized to contractually bind the Bidder.
- Completed APPENDIX L (Procurement Lobbying Restrictions)
- Completed APPENDIX U - Form #4 (Minority and Women-Owned Business Enterprises)
- Completed ATTACHMENTS 2, 4, 5, 6, 7, and 8 (Contractor Information, MacBride Fair Employment principles and Non-Collusive Bidding Certification, Encouraging Use of NYS Businesses, Diversity Practices Questionnaire. Business Associate Agreement)

### **5 complete sets of the Technical Proposal** (1 original, 5 copies)

- All sets of the technical proposal packaged together, separated from the Administrative and Cost proposals, and sealed.
- Outside of package identified with the Office of Alcoholism and Substance Abuse Services' name, the phrase "Technical Proposal: OASAS Project No. 16001 ExpertDev" and "Submitted by: (Bidder's Name)"
- Completed ATTACHMENTS 1 and 3 (Consultant Candidate References, Contractor Business References)

### **5 complete sets of the Cost Proposal** (1 original, 1 copy)

- All sets of the cost proposal (ATTACHMENT B -COST PROPOSAL FORM) packaged together, separate from the Administrative and Technical proposals, and sealed.
- Outside of package identified with the Office of Alcoholism and Substance Abuse Services' name, the phrase "Cost Proposal: OASAS Project No. 16001 ExpertDev" and "Submitted by: (Bidder's Name)"

## SECTION 1 - INTRODUCTION

### **1.1 Purpose.**

The purpose of this RFP is to identify one (1) Expert Oracle and Java Developer consultant to provide programming and system design expertise to assist OASAS with emerging and ongoing IT projects that impact critical agency goals and initiatives and to support maintenance of mission-critical Oracle and Java-based web applications.

This RFP will be awarded on the basis of “Best Value”. For purposes of this RFP, Best Value is defined as a basis for awarding to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. In assessing best value, a combination of technical and cost factors will be considered. The relative importance or weighting of technical factors to cost shall be 80% to 20%, respectively.

### **1.2 Background.**

The Office of Alcoholism and Substance Abuse Services (OASAS) is responsible for overseeing one of the nation’s largest and most diverse addiction prevention and treatment systems. It carries out this mission by funding, regulating and evaluating a network of several hundred local organizations to ensure that a full range of necessary prevention, treatment and recovery services are available statewide.

### **1.3 General Overview.**

OASAS is the New York State agency principally responsible for the prevention and treatment of substance use and gambling problems. Prevalence estimates of substance use, substance use disorders, and problem gambling at the state and sub-state levels are useful in monitoring trends, assessing the need for services, identifying gaps in services, and in state and local planning.

### **1.4 Designated Staff for Bidder Contact.**

OASAS has assigned a Designated Contact for this Request for Proposal (RFP) pursuant to State Finance Law §139-j and §139-k. The Designated Contact or designee shall be the sole point of contact regarding the RFP, commencing with the public advertising and dissemination of this solicitation through the date that the resulting purchase order or contract is approved by the NYS Office of the State Comptroller. To avoid violating State Finance Law or being deemed non-responsive, a bidder is restricted from making contact with any personnel of OASAS regarding this RFP. Certain findings on non-responsibility can result in rejection for a contract award. The Designated Contact for this RFP is:

Karen C. Stackrow, Contract Management Specialist 2  
New York State Office of Alcoholism and Substance Abuse Services  
Bureau of Financial Management- Contracts & Procurements  
1450 Western Avenue, 5<sup>th</sup> Floor  
Albany, NY 12203-3526  
E-mail: [Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov)

The following are permissible contacts by a Bidder:

1. The submission of written proposals in response to this RFP.
2. The submission of written questions no later than 5:00 PM EST on 2/19/2016.
3. Complaints filed by a Bidder stating that the Designated Contact has failed to respond in a timely manner.
4. Contact that is merely ministerial in nature (e.g., transmissions of documents, arranging the logistics of meetings where applicable, administrative acts carried out in a prescribed manner and not allowing for substantial personal discretion.)
5. Negotiations after the proposal due date between the successful Bidder and OASAS for the purpose of generating a contract or purchase order.
6. Contacts by Bidders after the proposal due date to request the review of a contract award.
7. Contacts by Bidders in protests, appeals, or other review proceedings before OASAS seeking a final administrative determination, or in a subsequent judicial proceeding; or complaints of alleged improper conduct in a procurement to the Attorney General, Inspector General, District Attorney or court of competent jurisdiction; or written protests, appeals or complaints to the State Comptroller's Office during the contract approval process, and where such communications and responses thereto are made in writing and shall be entered in the procurement record; or complaints of alleged improper conduct in this procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office, provided, however, that nothing in the subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of Article 11 of the State Finance Law or any other provision of law dealing with the governmental procurement process.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 Overview.**

This project will be for a period of two (2) years, commencing on or about 4/1/2016 or the date approved by the New York State Comptroller. OASAS shall have the option to renew the contract for an additional one (1) year period under the same terms and conditions of the original contract. During the period of the contract, the Expert Oracle and Oracle Java Developer consultant will work with the agency's existing developers in the creation and modification of web applications used to collect and disseminate data to OASAS' network of local governments and service providers. Some of this work may relate to:

- changes in mandated Federal reporting requirements on client services;
- gathering of information for research;
- fiscal budgeting and payment processes;
- development of performance measures for prevention and treatment services; or
- unified applications to streamline the work needs of local providers.

The Individual engaged under this agreement will work under the supervision of OASAS staff as part of a joint consultant/state employee project team.



Application development work will be performed in OASAS' application software environment, which consists of:

- Databases: Oracle, version, 10.2.0.4.0, 11g.
- TOAD and SQL Developer
- PL/SQL packages, procedures
- Database object design/development (DDL, materialized views, etc.)
- Tuning
- Server and Client Software: Oracle Application Server 10gR2, Oracle Business Process Manager (BPM) 10.3.1.0.0, Oracle WebLogic Server Version 10.3.0.0 and JDeveloper 9, 10, and 11g (11.1).
- Design/ Development: Oracle Application Server and Oracle Developer Suite 10g and 11g, including:
  - Oracle Java development
  - Oracle JDeveloper
  - Oracle Reports
  - Oracle BPM
  - Oracle Portal
  - Eclipse IDE
  - Fortify Application Scan

The Contractor must ensure that the Expert Oracle and Oracle Java Developer consultant assigned to this project is available to provide services to OASAS eight (8) hours per day, during OASAS's regular office hours, Mondays through Fridays, excluding New York State and Federal holidays. Therefore, OASAS anticipates the annual estimated number of hours to be worked by the consultant chosen to fill this position to be approximately 2,080 hours.

## **2.2 Project Deliverables.**

This will be an hourly-based project. During this project, OASAS wishes to accomplish the following tasks:

- Evaluate existing and emerging technology, business requirements for the purpose of architecting efficient, portable and scalable solutions.
- Analysis, modeling, design, coding, testing and maintenance for all phases of development in an Oracle Java and PL/SQL application environment.
- Create prototypes, documentation, and training presentations related to applications developed and maintained by the Applications unit
- Document and track project and task progress via in house task system and commercial project management software like MS Project; oversee development staff work and participate in all phases of application development;
- Follow NYS ITS standards for Application Security
- Track development, maintenance and support utilizing ITS Enterprise's ITSM/Service Now platform for problem resolution, change management and system enhancement management
- Design, create and tune application databases and database code using TOAD or other SQL development and modeling tools;

- Enhance and update data security via use of Virtual Private Database (VPD) principles incorporating policy code, integration with OID/LDAP, database triggers and PL/SQL packages.
- Support and debug application, portal, and database issues in an environment running Oracle java, BPM and portal PL/SQL applications on Oracle OAS 10g with Portal, Oracle Weblogic 10g. Applications developed using Oracle BPM, JDeveloper 9i, 10g, 11g against 10g database and integrated with 11g data warehouse; with reports in Oracle Reports.
- Evaluate, write, debug and tune complex SQL and PL/SQL packages used extensively in existing applications;
- Possess strong understanding and extensive experience working directly with Oracle relational databases and underlying principles; be able to design, support, debug and maintain application databases and confer with DBAs regarding issues related to the databases.
- Participate in review, development and updates as necessary to application and database standards.
- Meet and work with end-users to define, document and implement business requirements; and
- Provide hands-on training and mentoring of development staff.

### **2.3 Contractor Responsibilities**

1. Consultant work will be performed at 1450 Western Avenue, Albany NY unless otherwise approved by OASAS. Consultants will be expected to track their hours and may be asked to sign a timesheet/log in a format provided by OASAS or use the NYS time reporting system.
2. The consultant must be available to work the normal work hours which are from 9:00AM to 5:00PM, Eastern Standard Time (EST), Monday through Friday. Overtime is not anticipated but provisions to work additional hours, as required to satisfy the project requirements, must be accommodated. The consultant will be compensated for overtime at the fixed hourly rate.
3. Consultant is responsible for all project reporting as requested by OASAS.
4. The Contractor will maintain continuity of the Contracted staff throughout the course of the project. OASAS must approve of any candidates who are replaced for whatever reason, before or during the term of the project; the replacement consultant(s) must have comparable skills and be provided at the same or lower hourly rate.
5. The contractor will submit weekly time reports and monthly invoices for payment to OASAS Project Manager.
6. At the conclusion of the Project, the Contractor will return any and all hard copy and electronic documentation the Contractor received from OASAS.

### **2.4 Technical and Non-Technical Requirements**

2.4.1 Mandatory Technical Requirements: To be considered a viable Contractor, Contractors must meet the following mandatory requirements. Any Contractor failing to comply with these requirements shall be disqualified:

- a. Number of years in business: Contractor must have been in business three years or more and engaged in Oracle software application development. If the firm has merged with another or created a new subdivision but has not been operating for the three years, the parent organization must have at least three years of related experience.

b. Contractor's related experience: Minimum of three years, identifying similar jobs, work and/or projects. Experience with New York State agencies and/or with agencies responsible for addiction services in other states is not mandatory, but may be considered in the evaluation process.

c. Candidate's Mandatory/Desired Experience: The proposed candidate must meet all of the Mandatory Requirements listed below and will be scored on both the Mandatory and Desirable Experience. The candidate's resume must clearly reflect that the candidate has the experience and years of experience associated with each of the mandatory requirements. The candidate's resume must be submitted with the proposal along with 3 professional references (On ATTACHMENT 2 Form), at least 2 of which must have been in a supervisory role over the candidate and employed by the vendor's client.

#### Mandatory Experience:

1. 96 months or more demonstrated experience as expert level technical architect designing, managing, developing and overseeing development of Oracle Java (JEE) web applications using Oracle's JDeveloper IDE.
2. 96 months or more demonstrated experience in staff education and mentoring (via lectures, training, demonstrations and presentations, group and individual mentoring sessions, etc.)

#### Desirable Experience

3. 84 months or more demonstrated experience designing, creating, maintaining, evaluating, tuning and troubleshooting Oracle databases (Oracle 10g and higher)
4. 84 months or more demonstrated experience writing expert level SQL code and PL/SQL packages, procedures and functions.
5. 84 months or more direct participation architecting, creating, maintaining and troubleshooting all aspects of java web applications heavily dependent on/supported by database code through the use of VPD, LDAP/OID integration, PL/SQL packages, views, triggers, materialized views, referential integrity and other database objects and concepts
6. 48 months or more demonstrated experience managing technical projects and tracking project schedules using a project management tool such as Microsoft Project or IBM Rational RequisitePro or similar
7. 48 months or more demonstrated experience with Oracle ADF
8. 48 months or more demonstrated experience using Oracle Reports
9. 12 months or more demonstrated experience using Oracle BPM
10. Bachelor's Degree from an accredited college.

Contractor must submit a Work Experience Narrative for the proposed candidate unless the candidate's resume clearly documents the years of experience for each skill set.

2.4.2 Non-Technical Mandatory Requirements: To be considered a viable Contractor, Contractors must meet the following non-technical mandatory requirements. Any Contractor failing to acknowledge compliance with these requirements in their cover letter shall be subject to disqualification.

a. Rates Inclusive of Expenses: Proposed hourly rates are inclusive of travel and related living expenses. To the extent necessary, office space, equipment and supplies for on-site work performed by

the Contractor will be provided by the State. Such expenses will not be reimbursed and must not be included in the Contractor's proposed hourly rates.

b. **Legal Entitlement to Work:** Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, OASAS reserves the right to request legally mandated employer-held documentation attesting to the same for each consultant assigned work under any project awarded as a result of this solicitation. In accordance with such laws, OASAS does not discriminate against individuals on the basis of national origin or citizenship.

c. **New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted and the results of such testing must be satisfactory to OASAS before web content will be considered a qualified deliverable under the contract or procurement. The policy can be found at the following web site: <http://www.oft.state.ny.us/Policy/NYS-P08-005.pdf>.

d. **Security:** Where access to confidential information is required in the performance of this contract or access to confidential information is not required but physical access to facilities or computer systems is required and such access presents the potential for incidental access and/or inadvertent disclosure of confidential information, contractor agrees to the following:

i. All financial, statistical, personal, technical and other data and information related to OASAS' operations which are designated confidential by OASAS and made available to Contractor in order to carry out this contract, or which become available to Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to OASAS. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this contract.

ii. Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and New York State and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.

iii. Contractor shall not, except as authorized or required by his or her duties by law, reveal or divulge to any person or entity any of the confidential information concerning OASAS and its affiliates which becomes known to him or her during the term of this agreement.

iv. Contractor shall keep confidential all information entrusted to him or her completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to OASAS.

v. Contractor shall comply, and shall cause its agents to comply, with such directions as OASAS shall make to ensure the safeguarding or confidentiality of all its resources.

vi. Contractor will sign an information security and confidentiality agreement provided by OASAS and attest that its employees, agents and associates involved in the performance of this contract are bound by terms of a confidentiality agreement with Contractor similar in nature.

vii. Contractor shall immediately notify OASAS when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data or OASAS assets. For purposes of this section, immediately is defined as within two hours of discovery. The OASAS contact for such notification is [ITProcurements@oasas.ny.gov](mailto:ITProcurements@oasas.ny.gov).

e. M/WBE Utilization Goal Requirements: In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, OGS has established minimum goals for participation of New York State Certified minority and women-owned business enterprises for this backdrop contract of 1% for Minority-owned Business Enterprises (MBE) participation and 1% for Women-owned Business Enterprises (WBE) participation. For purposes of this procurement, OASAS hereby abides by the minimum goals set forth for Minority-owned Business Enterprises (MBE) and for Women-owned Business Enterprises (WBE) participation. As a condition of this procurement, the contractor and OASAS agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement. If the contractor subcontracts work, the contractor must document “good faith efforts” to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. Additionally, Contractors must refer to Appendix C located at the following website:

<http://www.ogs.state.ny.us/purchase/bidcreation.asp> for a list of forms that must be provided in order to fully comply with Article 15-A of the New York State Executive Law and 5 NYCRR Part 143.

## **2.5 Content of the Proposals**

### **2.5.1. Technical Proposal**

Each Offeror’s Technical Proposal must include separate responses to the following mandatory sections. Such responses shall be placed in the Offeror’s proposal in the same order as shown below and will be identified by a Table of Contents and index tabs for separate sections of the proposal.

2.5.1.1. Describe the contractor’s experience relative to years in business and years in similar jobs, work, and/or projects as identified in *Section 2.4*.

2.5.1.2. Describe the candidates experience relative to the mandatory and desired experience as indicated in *Section 2.4* and include work experience narratives that together with the resume are sufficient to demonstrate all experience.

### **2. Financial Proposal**

#### **2.5.2.1. Financial Proposal Requirements**

The information requested will be held in confidence and will not be revealed to or discussed with competitors, except as required by Federal and State Law. The Offeror’s Proposal must include:

2.5.2.1.1. A completed Attachment B -Cost Proposal Form;

2.5.2.1.2. A statement that the proposal remains valid for a minimum of 270 days;

## SECTION 3 - PROPOSAL SUBMISSION

### **3.1 MANDATORY Intent to Bid**

Bidders interested in responding to the Request for Proposals are required to submit a non-binding Letter of Intent by 5:00PM EST, \*\*\* by Email. Only Bidders who notify OASAS by this deadline will receive additional bid information and have their bid proposals accepted. Email notification should be sent to:

[procurements@oasas.ny.gov](mailto:procurements@oasas.ny.gov)

Using a subject line of “OASAS Project No. 16001-ExpertDev”

A letter of Intent to Bid form has been included for your convenience (Appendix F).

### **3.2 Inquiries**

There will not be a Bidder’s conference prior to submission of proposals. A prospective bidder may submit a request for clarification or interpretation of any aspect of the proposal. All inquiries concerning the RFP must be submitted by Email to [procurements@oasas.ny.gov](mailto:procurements@oasas.ny.gov) with a subject line of *OASAS Project No. 16001 ExpertDev*. Written inquiries will be accepted **until 5:00 p.m. EST on 2/19/2016**.

The inquiries and answers to all inquiries will become part of this RFP and any resulting contract. With the exception of inquiries concerning procedural bid formatting or submission instructions, OASAS will not respond to inquiries on an individual basis. Written responses to all inquiries submitted by the deadline date will be emailed to any prospective bidder that submitted a letter of intent.

### **3.3 Clarifications or Modifications to the RFP**

When deemed necessary by OASAS, an Addendum to supplement this RFP will be issued to any prospective bidder that submitted a timely letter of intent to bid. Bidders responding to this RFP must acknowledge receipt of any and all addenda. However, responsibility for staying abreast of any changes is the sole responsibility of the bidder.

### **3.4 Bidder’s Acceptance of Request for Proposal and Contract Provisions**

Submissions of a proposal signifies to the OASAS a Bidder’s prima facie intention to compete for the award of the particular contract and that the Bidder understands and accepts that the terms and conditions specified in the RFP shall become part of the final contract.

### **3.5 Proposal Format and Content**

Each Bidder must submit a complete and comprehensive proposal consisting of three parts:

- an Administrative Proposal with attachments,
- a Technical Proposal, and
- a Cost Proposal.



***IT IS HIGHLY RECOMMENDED THAT BIDDERS USE THE CHECKLIST OF SUBMISSION REQUIREMENTS INCLUDED IN THIS RFP AND INCLUDE IT WITH THE ADMINISTRATIVE PROPOSAL***

Format and Content:

The rules established for proposal content and format must be followed. Deviation from the rules prescribed herein may result in rejection of the proposal. It is in the best interest of each Offeror to become familiar with the format requirements so that the evaluation processes can be orderly and conducted in a timely manner.

Failure by an Offeror to respond to a requirement stated in this RFP, unless an alternative judged by OASAS to be acceptable is proposed, may cause the proposal to be declared unresponsive. Proposals must list and clearly explain any and all exceptions and/or caveats to any item contained in this RFP in a separate section of the Technical Proposal labelled “Extraneous Terms”. Offerors are strongly encouraged to raise any exceptions and/or caveats during the Question and Answer period.

Pricing information must not be submitted in an Offeror’s Technical Proposal. Inclusion of pricing information in a Technical Proposal will result in disqualification.

Ownership of all data, written materials, and documentation originated and prepared for the State pursuant to this RFP shall belong exclusively to the State and will not be returned.

***OASAS ACCEPTS ONLY ONE PROPOSAL FROM EACH BIDDER.***

***ELECTRONIC AND/OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.***

**3.5.1 Administrative Proposal**

Each Bidder must submit **one (1) original** and **one (1) copy** of an Administrative Proposal, packaged separately, that includes the items listed below. Administrative proposals should be placed in an envelope/box in the order described on the Checklist of Submission Requirements at the beginning of this RFP.

A. A **cover letter** on company letterhead with an original signature is an integral part of the bid package. The **cover letter** shall be signed by the individual who is authorized to contractually bind the Bidder. The following information should be included in the **cover letter**:

1. A brief description of the Vendor, including name, address, telephone number and current email address.
2. A statement that the Bidder meets all Non-Technical Mandatory requirement in *Section 2.4.2* and all Mandatory requirements in *Section 2.4.1*.
3. A statement expressing that, if awarded the contract, the Bidder shall comply with all the requirements set forth in this RFP, including the contract terms and conditions contained in this RFP.
4. Describe the current status of all litigation, if any, in which the Bidder is presently involved and how such litigation may possibly impair the Bidder’s ability to perform under the proposed contract.

5. A statement that the proposal shall be a firm and irrevocable offer for 180 days after the submission deadline.

B. The following information shall be completed and attached to the *cover letter*:

1. **APPENDIX L** - Procurement Lobbying Restrictions
2. **APPENDIX U** - Minority and Women-owned Business Enterprises (Form #4)
3. **ATTACHMENT 2** - Contractor Information
4. **ATTACHMENT 4** - MacBride Fair Employment Principles
5. **ATTACHMENT 5** - Non-Collusive Bidding Certification
6. **ATTACHMENT 6** - Encouraging Use of NYS Businesses in Contract Performance
7. **ATTACHMENT 7** – Diversity Practices Questionnaire\*\*

\*\* - Pursuant to § 313-a of the Executive Law and § 142.3 of Title 5 of the New York Codes, Rules, and Regulations, all agencies and authorities must evaluate the diversity practices of respondents to best value procurements expected to exceed \$250,000 whenever practical, feasible, and appropriate. Evaluating the diversity practices of contractors as part of procurements provides contractors with an incentive to develop mutually beneficial relationships with NYS-certified MWBEs outside of the context of state contracting. These relationships help to build the capacity of MWBEs, and enhance their ability to perform ever increasing roles in state contracting.

C. The following may be completed and submitted as part of the bid proposal or submitted during contract negotiations, if applicable:

1. **APPENDIX H** - Consultant Disclosure Legislation - Form A
2. **APPENDIX T** - New York State Department of Taxation and Finance Contractor Certification (ST-220CA)
3. **APPENDIX U** - Minority and Women-owned Business Enterprises (Forms # 1 and 2, as necessary)

### **3.5.2 Technical Proposal**

Each Bidder must submit **one (1) original** and **five (5) copies** of a complete technical proposal that provides information concerning the Bidder's experience and references. When submitted, the Technical Proposal must be packaged separately from the Administrative and Cost Proposals. Technical proposals should be placed in an envelope/box in the order described on the Checklist of Submission Requirements at the beginning of this RFP.

#### 3.5.2.1 Responses to Section 2 Requirements

The content of the Technical Proposal shall be comprised of the candidates resume and a narrative section that supplements the resume with sufficient information to explain how the candidate meets the requirements identified in *Section 2*.

#### 3.5.2.2 Consultant Candidate Experience References

The candidate's resume must be submitted with the proposal along with 3 professional references (on ATTACHMENT 1 Form), at least 2 of which must have been in a supervisory role over the candidate and employed by the vendor's client.



### 3.5.2.3 Offeror's Company Business References

Offerors must provide three (3) business references (on ATTACHMENT 3 Form). Include any NYS Agencies, if applicable.

### **3.5.3 Cost Proposal**

Each Bidder must submit **one (1) original** and **one (1) copy** of a complete cost proposal that provides information concerning the Bidder's overall cost of the project. When submitted, the Cost Proposal must be packaged separately from the Administrative and Technical Proposals. Cost proposals should be placed in an envelope/box in the order described on the Checklist of Submission Requirements at the beginning of this RFP.

An official authorized to bind the prospective Bidder shall sign the Cost Proposal.

The Cost Proposal shall include:

*APPENDIX B - Cost Proposal Form.* Costs should incorporate all Successful Bidder expenses associated with providing and completing all work and services within this RFP.

### **3.6 Deadline and Instructions for Proposal Submission**

Proposals should be placed in an envelope/box as indicated on the Checklist of Submission Requirements at the beginning of this RFP.

The Administrative, Technical, and Financial Proposals must be sealed in separate envelopes/boxes and then placed together in an envelope/box and submitted to OASAS at the address listed below. Complete proposals must be received by OASAS by **3/9/2016 at 5:00PM**. OASAS assumes no responsibility for delivery delays and will not consider any proposals that arrive after the due date and time of this RFP.

**NO BIDS SUBMITTED VIA FACSIMILE OR EMAIL SHALL BE ACCEPTED.**

Proposals must be mailed to:

OASAS PROJECT NO. 16001 EXPERT-DEV  
KAREN STACKROW, CONTRACT MANAGEMENT SPECIALIST 2  
BUREAU OF FINANCIAL MANAGEMENT - CONTRACTS AND PROCUREMENTS  
NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES  
1450 WESTERN AVENUE, 5<sup>TH</sup> FLOOR ALBANY NY 12203

If using a commercial delivery company, which requires that you use their shipping package or envelope, your proposal must be placed within a sealed envelope labeled as detailed above and this envelope put into the commercial delivery company's envelope. This will ensure that your proposal is not prematurely opened. The Office of Alcoholism and Substance Abuse Services reserves the right not to open proposals that are not received by **3/9/2016, 5:00 PM, EST**.

Submission of proposals in a manner other than as described in these instructions (e.g., facsimile, Email or other transmission) will not be accepted.

### **3.7 Status of Information**

- A. OASAS shall not be bound by any oral or written information release prior to the issuance of this RFP.
- B. OASAS shall not be bound by any oral or written representations, statements, or explanations other than those made in this RFP, in OASAS written responses to respondent inquiries, or in a formal written addendum to this RFP.
- C. OASAS shall not be liable for any costs incurred by Bidders in the preparation and production of a bid or for any work performed prior to the execution of a formal contract.
- D. Modified Proposals
  - i A Bidder may submit a modified proposal up until the proposal due date and time.
  - ii Only the last timely version of the proposal will be considered.
- E. Confidential/Proprietary Information. Respondents shall specifically identify those portions of their proposal deemed to be confidential, proprietary information or trade secrets and provide any justifications why such material, upon request should not be disclosed by OASAS. Such information deemed by the respondents to be confidential/proprietary shall be easily separable from the non-confidential/non-proprietary sections of the proposal. All pages that are “Confidential/Proprietary” must be marked accordingly in the header, footer, or margin of the pages.

## **SECTION 4 -EVALUATION OF PROPOSALS AND SELECTION**

### **4.1 Completeness Review/Non-Responsive Proposals**

Proposals submitted in response to this RFP shall first undergo a completeness review. Those determined to be responsive and complete shall continue in the evaluation process. Conversely, those submissions deemed as incomplete and non-responsive shall be removed from further consideration. In order to pass the completeness review, a proposal must meet the mandatory requirements and include essential content as follows:

- A. The Letter of Intent to Bid was submitted by 5PM on 2/17/2016.
- B. The proposal was received by 5PM on 3/9/2016
- C. The proposal includes a separate, clearly identified Administrative Proposal containing the required information specified in *Section 3.5.1, Administrative Proposal*.
- D. The proposal must include a separate, clearly identified Technical Proposal which should include all required parts described in *Section 3.5.2, Technical Proposal*.
- E. The proposal must include a separate, clearly identified Cost Proposal (Appendix B )

## **4.2 Negotiations**

OASAS expects to have direct access to the Bidder's personnel who have full authority to make commitments on behalf of the Bidder.

## **4.3 Evaluation Methodology**

All proposals that pass the completeness review and are deemed responsive to the proposal criteria shall be ranked based on a "best value" method that consists of two components: Technical and Cost. The Technical Component is worth 80 percent and Cost Component is worth 20 percent. The Bidder with the highest combined score will be selected.

A. **Technical Component (80 percent of proposal score):** The Technical Component shall consist of an evaluation of the following:

Part A - Contractor's Qualifications and Experience (Scoring weight - 10 %)

Part B - Candidate's Qualifications and Experience. (Scoring weight - 60 %)

Part C – Contractor's Diversity Practices. (Scoring weight - 10 %)

B. **Cost Component (20 percent of proposal score):** After Technical Components are evaluated and compared among all proposals; a separate analysis will be undertaken for the Cost Component. Costs will be independently evaluated with the Cost Proposal with the lowest cost awarded the maximum available points (i.e., 20 points). Other proposals will be rated based on an inverse relationship between cost and possible points (the greater the cost the lower the points).

C. **Final Composite Score:** The Final Composite Score will be calculated using the following formula:

$$\text{Final Composite Score} = (\text{Technical Score} + \text{Cost Score})$$

## **4.4 Method of Award**

The award will be made on the basis of "Best Value". The Bidder with the highest Final Composite Score shall be selected for award.

In the event of tie bids, OASAS shall break the tie using the following four-step order of precedence:

1. Bidder with the highest scoring Candidate Qualifications and Experience.
2. Bidder with the lowest cost proposal.
3. Minority, Women Owned, or Small Business Entities.
4. Bidder with the highest scoring Diversity Practices

All provisions of this RFP and resulting contract award are contingent upon the availability of New York State funds. OASAS, as it deems appropriate, may award all or parts of the proposed *Section 2- Scope of Project*.

#### **4.5 Notification of Award**

The Successful Bidder will be advised of selection by OASAS through the issuance of a Notification of Award Letter. Unsuccessful Bidders will be notified by a letter of conditional award and the possibility that a failed negotiation could result in an alternative award.

#### **4.6 Debriefing**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Debriefings may be requested by any unsuccessful Bidder, within ten (10) business days after the date on their notification letter indicating that they did not receive a contract award. The debriefing will be limited to only the evaluation results as they apply to the proposal of the Bidder receiving the debriefing.

#### **4.7 Contract Period**

Unless modified as provided herein, the resulting contract will be effective for two (2) years from approximately **4/1/2016** or the date approved by the Office of the State Comptroller, whichever is later. The effective date of the contract resulting from this Request for Proposal is subject to revision at the sole discretion of the State of New York. OASAS shall have the option to renew this contract for a period of one (1) year, under the same terms and conditions of the original contract.

## **SECTION 5 - ADMINISTRATIVE INFORMATION**

#### **5.1 Issuing Office**

This RFP is issued by the Office of Alcoholism and Substance Abuse Services, which is responsible for the requirements specified herein and for evaluating all proposals submitted.

#### **5.2 Funding**

Delay in authorization of funds for the services being solicited herein may result in a change in the effective date of the contract.

#### **5.3 Subcontracting**

The Successful Bidder agrees not to enter into any subcontracts for the performance of contractual obligations without the Office of Alcoholism and Substance Abuse Services' written consent.

#### **5.4 Method of Payment**

Payments by the State shall be made upon the completion of the services herein provided for to the satisfaction of OASAS.

#### **5.5 Electronic Payment**

Payment for invoices submitted by the Successful Bidder shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole



discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices.

The Successful Bidder shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by phone at (518) 457-7717. Successful Bidder acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide Financial System, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

### **5.6 Invoice Preparation**

The following information should be included on all invoices. Failure to do so may result in delay of payment and/or non-payment of invoice until such information is provided.

- OASAS as customer agency
- Invoice number or account number
- Invoice Date
- Your organization's SFS Vendor Number
- OASAS Unit ID of 3670000
- Contract ID Number (.i.e.: OAS01-C00XXXX-3670000) associated with the invoice
- Line item details that match the corresponding PO line item

When possible, a PDF version of invoices should be emailed to [accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov). The subject line should include the Invoice Number, and OASAS 3670000. (If sent electronically, do not send a paper copy of the invoice as this can cause duplication with may slow down the payment process.)

If submitting a paper copy of an invoice, send it to:

NYS OASAS  
C/O NYS OGS BSC ACCOUNTS PAYABLE  
BUILDING 5 5TH FLOOR  
1220 WASHINGTON AVE  
ALBANY NY 12226-1900

### **5.7 General Terms and Conditions**

A. At the discretion of OASAS, any bidder may be requested to provide a clarification of its proposal.



**B.** Submission of a response to this solicitation shall not be construed as a commitment of any sort by OASAS.

**C.** By submission of a proposal, bidder guarantees that prices quoted remain in effect for 180 days after the bid opening date, and if awarded a contract, throughout the contract period.

**D.** In submitting a bid, the Bidders covenant that the Bidders will not make any claims for, or have any right to, damages for any misinterpretation or misunderstanding of the specifications or because of any lack of information.

**E.** Public announcements or news releases pertaining to this bid or contract shall not be made public without prior approval from OASAS.

**F.** OASAS reserves the right to:

- 1 Prior to the bid opening, amend or modify the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- 2 Change any of the scheduled dates.
- 3 Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent RFP amendments.
- 4 Withdraw the RFP at any time, at OASAS' sole discretion.
- 5 Make an award under the RFP in whole or in part.
- 6 Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
- 7 Seek clarifications and revisions of bid proposals.
- 8 Reject any and all bid proposals received in response to this procurement.
- 9 Make inquiries, at OASAS discretion and by any means it may choose, into a Bidder's background or statements made in the bid to determine the truth and accuracy of statements made by a Bidder.
- 10 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 a Bidder's bid and/or to determine a Bidder's compliance with the requirements of the solicitation.
- 11 Request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.
- 12 Reject and bar from the facility, for cause, any employee hired by the Successful Bidder.
- 13 Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the RFP.
- 14 Disqualify a Bidder from receiving the award if such Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

- 15 Negotiate with the selected Bidder within the requirements of this procurement to serve the best interests of the State.
- 16 Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder.
- 17 Waive any requirement that is not material.
- 18 Utilize any and all ideas submitted in the proposals received, except those that are specifically identified by a bidder as “trade secrets” pursuant to §7.9 herein.
- 19 Use proposal information obtained through site visits, management interviews and the state’s investigation of an applicant’s or its proposed subcontractor’s qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP.
- 20 Cancel or modify contracts due to the insufficiency of appropriations.
- 21 Accept proposals after the due date for submission for good cause, if in the sole discretion of OASAS, good cause has been established.

### **5.8 Non-responsibility Determinations**

By signing this RFP, the Bidder certifies that all information provided as a result of this RFP is complete, accurate and true with regard to prior non-responsibility determinations within the past four years based on (i) impermissible contacts or other violations of SFL §139-j, or (ii) the intentional provision of false or incomplete information to a government entity. In the event it is determined after award that the certification provided was intentionally false or intentionally incomplete, the contract may be terminated without notice by OASAS.

### **5.9 Proposal Security**

The content of each Bidder's proposal will be held in strict confidence during the evaluation process, and details of any proposals will not be discussed outside the evaluation process.

### **5.10 Bidder Covenant**

In submitting a proposal, the Bidder covenants that the Bidder will not make any claims for, or have any right to, damages for any misinterpretation or misunderstanding of the specifications or because of any lack of information.

### **5.11 Rights to Materials Produced**

All data and written materials developed pursuant to this contract shall be and remain the sole property of OASAS, which shall have the exclusive right of copyright thereto. The Successful Bidder must secure written permission from OASAS to use any such materials for purposes other than those specified in *Section 2 - Scope of Project*.

All documents, reports, and other data prepared for OASAS in the performance of services under this contract shall include the following statement: *Produced under contract with the New York State Office of Alcoholism and Substance Abuse Services.*

OASAS shall have the sole exclusive right to publish, duplicate, use and disclose all such data in any manner and, for any purpose whatsoever, and may authorize others to do so.

## **SECTION 6 - CONTRACT CLAUSES AND REQUIREMENTS**

### **6.1 APPENDIX A - Standard Clauses for New York State Contracts**

APPENDIX A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Request for Proposal as fully as if set forth at length herein.

**Please retain this document for future reference.**

### **6.2 Contractor Requirements and Procedures For MWBE and EEO (APPENDIX U)**

(Contractor Requirements And Procedures For Business Participation Opportunities For New York State Certified Minority- And Women-Owned Business Enterprises And Equal Employment Opportunities For Minority Group Members And Women. (APPENDIX U))

### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, the New York State Office of Alcoholism and Substance Abuse Services (OASAS) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of OASAS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (Disparity Study). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OASAS establishes goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises (MWBE) and the employment of minority groups members and women in the performance of New York State contracts.

### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, OASAS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (MBE) participation and 15% for Women-Owned Business Enterprises (WBE) participation (based on the current availability of qualified MBEs and WBEs). A contractor (Contractor) on the subject contract (Contract) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that OASAS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>. For guidance on how OASAS will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.



In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OASAS may withhold payment from the Contractor as liquidated damages.

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

By submitting a bid or proposal, a bidder on the Contract (Contractor) agrees to submit the following documents and information as evidence of compliance with the foregoing:

Contractors are required to submit a MWBE Utilization Plan on Form #1 (APPENDIX U) with any bid, proposal, or proposed contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. The contractor is to attach additional sheets if necessary. The M/WBE goals in the contract apply to any and all budget lines where the contractor could conceivably spend via a certified M/WBE. The contractor agrees to extend this requirement to any sub-contractors they may use and they too would complete Utilization Plans. Contractors and subcontractors use the Utilization Plan form to identify those suppliers that are known at the time of proposal/award. Any modifications or changes to the MWBE Utilization Plan by the Contractor/Subcontractor after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OASAS.

OASAS recognizes that not all solicitations are of a scope that readily allow for direct participation by M/WBE firms. Offeror's may also meet the solicitation goals by utilizing M/WBE firms in support of their overall company operations. Second Tier services that may be used to satisfy these goals include:

<b>Accounting Services</b>	<b>Copying</b>	<b>Office Supplies</b>	<b>Security</b>	<b>Travel Services</b>
<b>Advertising</b>	<b>Electrical Services</b>	<b>Pest Control</b>	<b>Shredding Services</b>	<b>IT Services</b>
<b>Building Maintenance</b>	<b>Furniture</b>	<b>Printing Services</b>	<b>Tax Preparation</b>	
<b>Car Rental</b>	<b>Heating and Cooling</b>	<b>Publishing</b>	<b>Technical Writing</b>	
<b>Cleaning Supplies</b>	<b>Janitorial Services</b>	<b>Rubbish Removal</b>	<b>Training</b>	

Offeror's should consult the New York State M/WBE Directory in order to identify potential firms to partner with to meet their M/WBE goals. The directory may be reached with the following link: <https://ny.newnycontracts.com>. OASAS's Contracts and Procurement Unit is readily available to provide technical assistance in identifying potential partners.

Questions regarding the certification process or the New York State M/WBE program in general should be addressed to the Empire State Development Corporation at (518) 292-5250.

Questions regarding the OASAS M/WBE program or requests for technical assistance should be addressed to the Contracts and Procurement Unit at [Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov).

OASAS will review the submitted MWBE Utilization Plan and advise the Contractor of OASAS acceptance or issue a notice of deficiency within 30 days of receipt.



If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany, NY a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OASAS to be inadequate, OASAS shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #2 (APPENDIX U). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

OASAS may disqualify a Contractor as being non-responsive under the following circumstances:

If a Contractor fails to submit a MWBE Utilization Plan;

If a Contractor fails to submit a written remedy to a notice of deficiency;

If a Contractor fails to submit a request for waiver; or

If OASAS determines that the Contractor has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OASAS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors and Sub-contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 (APPENDIX U) to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany NY by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Contractor agrees with all of the terms and conditions of APPENDIX A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan on Form #4 (APPENDIX U) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the OASAS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the Human Rights Law), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or Bidder for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.



**Please Note: Failure to comply with the foregoing requirements may result in a finding of nonresponsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

Contractors are required to submit a Contractor's Work Force Employment Utilization/Compliance Report on Form #5 (APPENDIX U) to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany NY by the 15<sup>th</sup> day following each end of quarter.

### **6.3 NYS Vendor Responsibility Questionnaire**

The NYS Office of the State Comptroller (OSC) has issued Vendor Responsibility: Standards, Procedures and Documentation Requirements which are intended to provide reasonable assurance that a proposed contractor is a responsible vendor. Consistent with these requirements, a Vendor Responsibility Questionnaire must be completed prior to the execution of a contract.

NYS Agencies are required to undertake an affirmative review of the responsibility of any Contractor to whom they propose to make a contract award. Such review is designed to provide reasonable assurances that the proposed Contractor is responsible. A responsibility determination can and should involve a review of the following four major categories: legal authority, integrity, financial and organizational capacity, and previous contract performance.

OASAS recommends that Contractors file the required Vendor Responsibility Questionnaire online via the NYS VendRep System. To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

**Contractors must provide their NYS Vendor Identification Number when enrolling.** To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at (866) 370-4672 or (518) 408-4672 or by email at: [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Contractors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact OASAS or OSC's Help Desk for a copy of the paper form.

If paper format is chosen, the printed Vendor Responsibility Questionnaire must be signed and returned with this Bid. The online format may be submitted electronically through the VendRep System. Regardless of which format is chosen, the questionnaire will be used by OASAS to make a responsibility determination for the purposes of this Bid.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OASAS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

### **6.4 Consultant Disclosure Law (APPENDIX H)**

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), and the Department of Civil Service (CS). These amendments became effective June 19, 2006. To meet these requirements, the Contractor agrees to complete:

1. **Form A - Contractor's Planned Employment Form**, if required. The State agency using the consultant services is required to submit Form A to the Office of the State Comptroller.
2. **Form B - Contractor's Annual Employment Report**. Form B must be submitted each year the agreement is in effect, to capture the Contractor's historical information detailing actual employment information for the most recently concluded state fiscal year (April 1 through March 31) and every year thereafter. For each year of the contract, by May 15, the Contractor agrees to report the following information to OASAS. For each covered consultant contract in effect at any time between the preceding April 1<sup>st</sup> through March 31<sup>st</sup> fiscal year or for the period of time such contract was in effect during such prior State fiscal year Contractor reports the:
  - a. Total number of employees employed to provide the consultant services for each employment category.
    - i Total number of hours worked by such employees for each employment category.
    - ii Total compensation paid to all employees that performed consultant services under such Contract for each employment category.\*

*\*NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.*

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

**Department of Civil Service**  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Counsel's Office

**Office of the State Comptroller**  
Bureau of Contracts  
110 State St., 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consulting Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the State agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Further information is available in the Office of the State Comptroller's Guide to Financial Operations, Chapter XI Procurement and Contract Management, [Section 18. Miscellaneous Legislative Requirements](#), Subsection C.



Consultant Disclosure Legislation found at <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## **6.5 Ethics Compliance**

All Bidders/Contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

## **6.6 Indemnification**

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this contract and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, or employees, or the failure by the Contractor, its officers, agents, or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

## **6.7 Tax and Finance Clause**

TAX LAW § 5-A: Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect NYS and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into NYS are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into NYS exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect State sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect NYS and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this RFP. Form ST-220TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.



Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Contractors may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site <http://www.nystax.gov>.

## **6.8 Contractors Insurance Requirements**

The Successful Contractor agrees that, without expense to the State, it will procure and will maintain, until final acceptance by the Agency's designee of the work covered by this proposal and the contract, insurance of the kinds and in the amount hereinafter provided, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and the contract. Before commencing the work, the Successful Contractor shall either name the State of New York, its officers and employees as additional insurers or shall make other arrangements suitable to the Agency in lieu of such naming, in form satisfactory to said Agency, showing that it has complied with the requirements of this section, which certificate or certificates shall name the State of New York, its officers and employees as additional insurers and shall state that the policies shall not be changed or canceled until thirty days written notice has been given to said Agency. The kinds of amounts or required insurance are:

1. A policy covering the obligations of the Successful Contractor in accordance with the provisions of Chapter 41, Laws of 1914 as amended, known as the Worker's Compensation Law, and the contract shall be void and of no affect unless the Successful Contractor procures such policy and maintains it until acceptance of the work
2. Policies and Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified each with limits of liability of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting there from sustained by one person in any one occurrence and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting there from sustained by two or more persons on any one accident, and not less than \$500,000 for all damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period:
  - A. Successful Contractor's Liability Insurance issued to and covering the liability of the Successful Contractor with respect to all work performed by it under this proposal and the contract.
  - B. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the Successful Contractor or by its subcontractors, including omissions and supervisory acts of the State.

## **6.9 Important Notice Regarding NYS Freedom Of Information Law (FOIL)**



The Office of Alcoholism and Substance Abuse Services is required to provide public access to certain documents it maintains. The Freedom of Information Law, however, Section 87.2 (d) of the Public Officers Law, allows exception for trade secret information which, if disclosed, could cause substantial injury to the competitive position of the Contractor's enterprise. Should a Contractor believe that certain portions of its proposal qualify for trade secret status; the Contractor must submit in writing, accompanying its proposal, explicit justification and cite the specific portions of the proposal for which an exemption is being requested. Contractors requesting an exemption for trade secret status will be notified in writing of the agency's determination of their request.

***Requests for exemptions for entire proposals are not permitted, and may be grounds for considering the submission to be non-responsive to this solicitation and for disqualification of the Contractor.***

### **6.10 Confidentiality and Nondisclosure**

Contractor agrees to abide by all applicable provisions of the New York State Cyber Security Policy (<http://www.cscic.state.ny.us/lib/policies/>) and OASAS policies and procedures to comply with State and Federal security requirements and confidentiality of information. The Contractor acknowledges that all information and documentation pertaining to OASAS and when applicable, its claimants or its constituents, is confidential to the extent provided by law. The Contractor shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is:

a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the Issuing Entity; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The Contractor firm or subcontractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project.

### **6.11 Non-Collusive Bidding Practices (ATTACHMENT 5)**

The Bidders shall submit, as part of the bid, a completed copy of the Certificate of Bidding Practices. This will certify that, to the best of the Bidders' knowledge and belief:

1. 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.
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidders and shall not knowingly be disclosed by the Bidders, directly or indirectly, to any other Bidders or to any competitor prior to completion of the selection process.
3. No attempt has been made or shall be made by the Bidders to induce any other person, Partnership or Corporation to submit or not to submit a bid for the purpose of restricting competition.

### **6.12 Procurement Lobbying Law**

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller to other than designated staff unless it is a



contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in this solicitation. OASAS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the following web address: <http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

From the issuing date of this RFP until a determination is made regarding the selection of the Successful Bidder, all Bidders contact with OASAS relative to this procurement must be authorized by OASAS and Bidders may not approach OASAS' personnel with offers of employment from the issuing date of this RFP until a determination is made regarding the selection of the Successful Bidder unless the intent to offer employment has been approved in advance by OASAS.

### **6.13 Regulations and Guidelines**

The Contractor must meet all applicable regulations and guidelines (i.e., federal, state, county, city, Commission on Accreditation of Rehabilitation Facilities), relative to the service provided, if applicable.

*A Contractor's inability to comply with all applicable guidelines will result in automatic disqualification from consideration.*

The Contractor understands and agrees that the contracted service under its control will be operated in compliance with all applicable codes pertaining to the contracted service, and will immediately take corrective action, at its own expense, which is required by New York State or any other applicable federal, county or local codes pertaining to the contracted service.

The Contractor shall enter into a written agreement with OASAS (ATTACHMENT 8 - Business Associate Agreement) ensuring the confidentiality of patient records in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Failure on the part of the Contractor to comply with Federal rules and regulations on the confidentiality of patient records would be grounds for the State to terminate the contract with the Contractor.

### **6.14 Public Announcements**

Public announcements or news releases pertaining to this proposal or contract shall not be made public without prior approval from OASAS.

### **6.15 Acceptance**

The proposals shall be submitted with the understanding that only the acceptance in writing by the Associate Commissioner, Division of Administration or a designated duly authorized representative with the approval of the Attorney General, the Office of the State Comptroller and, when appropriate, the Division of the Budget, shall constitute a contract between the Contractor and the State of New York.

## **6.16 Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offeror’s Pursuant to The New York State Iran Divestment Act of 2012” list

(“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OASAS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OASAS 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 OASAS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OASAS 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.

## **6.17 Third Party Web-Based Information and Application Development**

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by OASAS and the results of such testing must be satisfactory to OASAS before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

# **SECTION 7 - TERMINATION**

## **7.1 Termination**

A. An Agreement resulting from this RFP shall be subject to the following termination provisions: **A.** The State shall have the right to terminate the Agreement early for:

- 1 unavailability of funds;
- 2 cause; or

3 convenience.

B. Termination (for Non-responsibility)

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

C. All or any part of the Agreement may be terminated by OASAS for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including the attachments hereto, provided that OASAS shall give the Contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand - receiving the Bidder's receipt therefore, such written notice to specify the Bidder's failure and the termination of the Agreement. Termination shall be effective 10 business days from receipt of such notice, established by the receipt returned to OASAS, unless the Bidder, in the opinion of OASAS, has cured said failure. The Bidder agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

D. If the Agreement is terminated for cause, OASAS shall have the right to award a new contract to a third party. In such event, the Bidder shall be responsible for damages, and for all additional costs incurred in reassigning the contract.

E. The Agreement may be terminated for convenience if OASAS deems that termination would be in the best interest of OASAS, provided that OASAS shall give written notice to the Contractor not less than 30 days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of the Contractor's receipt for notice in the case of hand delivery. The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible.

F. It is understood that OASAS reserves the right to suspend or reduce the Contractor services during the term of the Agreement. Such action(s) by OASAS shall not be considered a breach of the Agreement or otherwise give rise to damages on the part of the Contractor provided, however, that the Contractor is given written notification of such action.

G. The State shall have the right to terminate the Agreement in the event that it is found that the certification filed by the Contractor in accordance with NYS Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete.

H. The Agreement may be deemed terminated immediately at the option of OASAS upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by OASAS to the Contractor.

I. In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible.



The Contractor shall take all reasonable measures to mitigate any damages for which OASAS may be liable.



**APPENDIX A -  
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

## TABLE OF CONTENTS

	<b>Page</b>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods 5-6	
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

**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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$10,000, 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 is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. 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 noncollusive 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 (2NYCRR 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 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 section. 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.

Telephone: 518-292-5100  
 Fax: 518-292-5884  
 email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
 New York, NY 10017 212-803-2414 email:  
[mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

### **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  
 Albany, New York 12245

The Omnibus Procurement Act of 1992 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND**

**NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 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/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

## APPENDIX B - COST PROPOSAL FORM

### Expert Oracle and Java Developer Consulting Services RFP OASAS Project No. 16001 ExpertDev

**ENTER PROJECT COST AMOUNT BELOW**

*(use ink or type)*

**BE SURE YOU HAVE INSERTED YOUR COMPANY'S COMPLETE NAME IN THE BOX AT RIGHT**

**Note:** Offerors are not to change, delete, or make any additions to this form, and are to supply **only** the bid information that is required. If any changes, deletions, or additions are or if all of the required bid information is not provided, then at OASAS' discretion, the bid may be disqualified.

Firms may propose one (1) candidate for this position. A resume must be attached for the proposed consultant.

Candidate Full Name	Estimated Hours		Proposed Hourly Rate	Total Proposed Contract Amount
	4160	X		

**Employers are required by Federal law to verify that all employees are legally authorized to work in the United States. Accordingly, Contractor must provide OASAS, upon request, proof of work authorization for each consultant assigned work under any project awarded as a result of this solicitation. In accordance with the provisions of applicable immigration and employment laws, OASAS does not discriminate in the employment of any individuals on the basis of national origin or citizenship.**

Name (please print)

Official Title

( )

Phone Number

/ / /

**Subcontractors Costing:** The prices/rates quoted include all direct and indirect costs of any subcontractors, including those used to meet any stated M/WBE participation goals.

This proposal remains valid for:  270 days -OR-  \_\_\_\_\_ days (enter number of days)

## APPENDIX H - Consultant Disclosure

### Consultant Disclosure legislation pursuant to Chapter 10 of the Law of 2006 amends State Finance Law §§ 8 and 163

Background:

**Chapter 10 of the Laws of 2006 amends State Finance Law §§8 and 163 requires:**

*Vendors contracting with New York State agencies will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees.*

#### Initial Report Requirements

**Form A** - State Consultant Services - Contractor's Planned Employment From Contract Start Date through the End of the Contract Term

To enable compliance with the Consultant Discloser Law, the contractor must complete Form A (one-time report) in accordance with the following:

*Employment Category:* the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Please access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

*Number of Employee:* the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employee of subcontractors.

*Number of Hours (to be) worked:* the total number of hours to be worked.

*Amount Payable under the contract:* the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report Period.

**FORM A**

<p><b>OSC Use Only:</b>                  Reporting Code:                  Category Code:                  Date Contract Approved:</p>
---

<p><b>State Consultant Services - Contractor's Planned Employment From                  Contract Start Date Through The <u>End Of The Contract Term</u></b></p>
---

State Agency Name:	Agency Code:
Contractor Name:	Contract Number:
Contract Start Date:    /    /	Contract End Date:    /    /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared:    /    /

(Use additional pages, if necessary)

Page    of

# Annual Report Requirements

**FORM B** - State Consultant Services Contractor's Annual Employment Report.

The law requires that contractors agree to submit Form B each year the contract is in effect and that the form is to capture historical information, detailing actual employment data for the most recently concluded State Fiscal Year (April 1 through March 31). Form B must be submitted by May 15<sup>th</sup> of each year to OASAS, the Department of Civil Service and the Office of the State Comptroller at the following addresses:

NYS Office of Alcoholism and Substance Abuse Services  
Bureau of Financial Management  
1450 Western Avenue, 5<sup>th</sup> floor  
Albany NY 12203

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> floor  
Albany NY 12236  
Attn: Consultant Reporting

NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany NY 12239

**Form B** should be completed for contracts for consulting services in accordance with the following:

*Scope of Contract:* a general classification of the single category that best fits the predominate nature of the services provide under the contract.

*Employment Category:* the specific occupation(s), as listed in the O\*Net occupational classification system, which best describe the employees providing services under the contract

*Number of Employee:* the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employee of subcontractors.

*Number of Hours (to be) worked:* the total number of hours worked during the Report Period by the employees in the employment category.

*Amount Payable under the contract:* the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report Period.

**FORM B**

**OSC Use Only:**  
 Reporting Code:  
 Category Code:

**State Consultant Services  
 Contractor's Annual Employment Report  
 Report Period: April 1, to March 31,**

Contracting State Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_ Contract Term: / / to / /  
 Contractor Name: \_\_\_\_\_  
 Contractor Address: \_\_\_\_\_  
 Description of Services Being Provided: \_\_\_\_\_

**Scope of Contract (Choose one that best fits):**  
 Analysis  Evaluation  Research  Training   
 Data Processing  Computer Programming  Other IT consulting   
 Engineering  Architect Services  Surveying  Environmental Services   
 Health Services  Mental Health Services   
 Accounting  Auditing  Paralegal  Legal  Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: \_\_\_\_\_  
 Preparer's Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Date Prepared: / /

**APPENDIX F - LETTER OF INTENT TO BID**

(To be completed by the Bidder)

Date: \_\_\_\_\_

Karen Stackrow  
New York State Office of Alcoholism  
and Substance Abuse Services 1450  
Western Avenue, 5<sup>th</sup> Floor  
Albany, New York 12203-3526  
Email: [Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov)

**RFP Reference: OASAS 16001 ExpertDev Oracle and Java Developer Consulting Services RFP**

Dear Ms. Stackrow:

This is to notify you of our non-binding intent to submit a bid response on the above noted RFP.

The individual to whom all information regarding this RFP (e.g. addenda) should be transmitted is:

Sincerely,

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Organization, Street Address, City, State, and Zip Code

\_\_\_\_\_  
Phone # Fax #

**E-mail Address:** \_\_\_\_\_

## APPENDIX L - Affirmation pursuant to SFL State Finance Law §139-j-k

### Background:

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

*Every Governmental Entity shall seek written affirmations from all Offerors as to the Offeror'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.*

### Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offeror submits its proposal or bid. The following language can be used to obtain the affirmation.

Offeror affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).	
By: _____	Date: _____
Name: _____	
Title: _____	
Contractor Name: _____	
Contractor Address: _____	
_____	
_____	

## **APPENDIX L** (continued)

### Offeror Disclosure of Prior Non-Responsibility Determinations

*Note: Government Entities may wish to consider integrating this language in their existing forms.*

#### **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 Offeror 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 “Offeror” 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 Offeror 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 Offeror 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 Offeror is necessary to protect public property or public health safety, and that the Offeror 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.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

## APPENDIX L (continued)

### Offeror Disclosure of Prior Non-Responsibility Determinations (Continued)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form:

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

NO

YES

If yes, please answer the next question.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

NO

YES

3. Was the basis for the finding on non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

NO

YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_ Basis

of Finding of Non-responsibility: \_\_\_\_\_

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? (Please circle):

NO

YES

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: \_\_\_\_\_ Date

of Termination or Withholding of Contract: \_\_\_\_\_ Basis of

Termination or Withholding: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX L (continued)

### Offeror's Certification of Compliance with State Finance Law §139-k(5)

**Background:**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

**Instructions:**

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to the certification and provide it to the procuring Governmental Entity. While the nature of the Procurement Contract will determine how to obtain the certification and when the certification should be obtained, the following documents have been identified for consideration:

- solicitation documents (such as an Invitation for Bids or Requests for Proposal);
- procurement contract; and
- other/stand alone certification.

It is recommended that the certification be obtained as early as possible in the process, such as when an Offeror submits its proposal, bid or other form of offer.

**Offeror Certification**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX T - ST220-TD and ST220-CA**

**New York State Department of Taxation and Finance Contractor Certification -  
ST220-TD and ST220-CA**



# Contractor Certification to Covered Agency ST-220-CA

(12/11)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

**For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).**

Contractor name			For covered agency use only Contract number or description	
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number		Covered agency name		
Covered agency address				Covered agency telephone number

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(sign before a notary public)

(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, Contractor Certification to Covered Agency, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See Need help? for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i The procuring entity is a covered agency within the meaning of the statute (see Publication 223, Q&A 5);
- ii The contractor is a contractor within the meaning of the statute (see Publication 223, Q&A 6); and
- iii The contract is a contract within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for commodities or services, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).



Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
he \_\_\_\_\_ resides at \_\_\_\_\_,
Town \_\_\_\_\_ of \_\_\_\_\_,
\_\_\_\_\_ County of \_\_\_\_\_,
State \_\_\_\_\_; and further that:
of \_\_\_\_\_

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the



# Contractor Certification

# ST-220-TD

(12/11)

(Pursuant to Section 5-a of the Tax Law, as amended,

effective April 26, 2006)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )	
Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address		Covered agency telephone number	

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department 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 specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor 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 file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006). See *Need help?* for more information on how to obtain this publication.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset

and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

### Need help?



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features



#### Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431



**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury,

that I am \_\_\_\_\_ (name) (title) of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section. Section 1 — Contractor registration status**

- The contractor has 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 — Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 — Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)





# APPENDIX U - MWBE Forms

## FORM 1 - M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**SHEET #    of**

Offeror's Name:

Federal Identification No.:

Address:

Solicitation No.:

City, State, Zip Code:

Telephone No.:

Contractor Designation: MBE  WBE

Region/Location of Work:

M/WBE Goals in the Contract: MBE 15 %      WBE 15 %

Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	Classification	Federal ID No.	Detailed Description of Work (Attach additional sheets, if necessary)	Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract
	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			\$
	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			\$

PREPARED BY (Signature) \_\_\_\_\_

DATE \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143 AND THE ABOVE-REFERENCED SOLICITATION.**

Name and Title of Preparer:

Email Address:

Telephone No.:

\*\*\*\*\*FOR AGENCY USE ONLY\*\*\*\*\*

**REVIEWED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

UTILIZATION PLAN APPROVED:       YES       NO      Date: \_\_\_\_\_

Contract No: \_\_\_\_\_      Contract Award Date: \_\_\_\_\_

Estimated Date of Completion: \_\_\_\_\_      Amount Obligated Under the Contract: \$ \_\_\_\_\_

NOTICE OF DEFICIENCY ISSUED:       YES       NO      Date: \_\_\_\_\_

NOTICE OF ACCEPTANCE ISSUED:       YES       NO      Date: \_\_\_\_\_



## FORM 2 - REQUEST FOR WAIVER FORM (Continued)

### REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 - 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request.**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of Offeror/Contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

**NOTE: Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.**

# FORM 3 - QUARTERLY M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT

**INSTRUCTIONS: Beginning ninety (90) days after a contract is awarded, quarterly compliance reports are due on the tenth (10<sup>th</sup>) day of each quarter for the preceding quarter's activity..**

Contractor's Name:

Federal Identification No.:

Address:

Contract No.:

City, State, Zip Code:

Telephone No:

**AS EVIDENCE OF THE PROGRESS MADE TOWARDS ACHIEVEMENT OF THE MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) GOAL(S), CONTRACTOR IS REQUIRED TO COMPLETE AND SUBMIT THE FOLLOWING FOR EACH MBE OR WBE (PLEASE USE A SEPARATE FORM FOR EACH MBE OR WBE.):**

**SHEET # of**

- Copy (ies) of the written agreement with certified M/WBEs (submit with first quarterly report).
- List below the name, address and telephone number(s) of the certified M/WBE(s) utilized during the preceding quarter.
 

Name: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contractor Designation: MBE  WBE  Location of Work Performed: \_\_\_\_\_
- Description of the work performed by the certified M/WBE in the reporting period (attach separate sheet if needed)
- Dates of performance of the work by the certified M/WBE
- Actual payments made to the certified M/WBE in the reporting period \$ \_\_\_\_\_
- Actual total amount(s) of all payments made over the life of the contract by the Contractor to the certified M/WBE as of the date the compliance report is being submitted \$ \_\_\_\_\_

**PREPARED BY (Signature)** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.**

Name and Title of Preparer:

Email Address:

Telephone No.:

<p><b>QUARTERLY REPORTS SHOULD BE SUBMITTED BY THE 10<sup>TH</sup> DAY OF EACH QUARTER TO:</b></p>	<p><b>*****FOR AGENCY USE ONLY*****</b></p>
<p>Bureau of Contracts and Procurement 5FL Office of Alcoholism and Substance Abuse Services 1450 Western Avenue Albany NY 12203</p>	<p><b>REVIEWED BY:</b> _____</p> <p><b>DATE:</b> _____</p>



**FORM 4 - STAFFING PLAN (Continued)**

Name and Title of Preparer:

Email Address:

Telephone No.:

**PREPARED BY (Signature)** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SUBMIT COMPLETED WITH BID OR PROPOSAL**

**General instructions:** All Officers and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s or subcontractor’s total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s or subcontractor’s total work force, the Offeror shall complete this form for the contractor’s or subcontractor’s total work force.

**INSTRUCTIONS FOR COMPLETING:**

10. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
11. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
12. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors’ total work force.
13. Enter the total work force by EEO job category.
14. Break down the total work force by gender and enter under the heading ‘Work force by Gender’.
15. Break down the total work force by race/ethnic background and enter under the heading ‘Work force by Race/Ethnic Identification’. Contact the Designated Contact(s) for the solicitation if you have any questions.
16. Enter information on disabled or veterans included in the work force under the appropriate headings.
17. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK:** A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC:** A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER:** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE):** A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL:** Any person who has a physical or mental impairment that substantially limits one or more major life activity(ies); has a record of such an impairment; or is regarded as having such an impairment.
- **VIETNAM ERA VETERAN:** A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**



**FORM 5 - WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT (Continued)**

Name and Title of Preparer:

Email Address:

Telephone No.:

**PREPARED BY (Signature)** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SUBMIT COMPLETED FORM TO:** BUREAU OF CONTRACTS AND PROCUREMENT  
 OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES  
 BUREAU OF CAPITAL MANAGEMENT 5TH FLOOR  
 1450 WESTERN AVENUE  
 ALBANY NY 12203

**General Instructions:** The work force utilization/compliance report is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractor's total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to OASAS within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

**INSTRUCTIONS FOR COMPLETING:**

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'.
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK:** A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC:** A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER:** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE):** A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**FORM 5 - WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT (Continued)****OTHER CATEGORIES**

- **DISABLED INDIVIDUAL:** Any person who has a physical or mental impairment that substantially limits one or more major life activity(ies); has a record of such an impairment; or is regarded as having such an impairment.
- **VIETNAM ERA VETERAN:** A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**

**APPENDIX X - Amendment**

Agency Code: 3670000

Contract No.: \_\_\_\_\_ Amendment No.: \_\_\_\_\_

Amended Contract Period: \_\_\_\_\_

Contract Amount for Entire Contract Period: \$ \_\_\_\_\_

This is an AGREEMENT between the Office of Alcoholism and Substance Abuse Services, a New York State agency with offices at 1450 Western Avenue, Albany, New York 12203-3526 ("OASAS"), and \_\_\_\_\_ ("CONTRACTOR"), for modification of Contract Number noted above, as amended in the attached Appendix(ices) \_\_\_\_\_.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR

STATE AGENCY SIGNATURE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**State Agency Certification**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK )

County of \_\_\_\_\_ ) SS. :

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described herein which executed the forgoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary)

STATE COMPTRROLLER'S SIGNATURE

Approved: Thomas P. DiNapoli  
State Comptroller

By: \_\_\_\_\_

Date: \_\_\_\_\_

Revised July 2004

# ATTACHMENT 1 - Consultant Candidate References

List names, addresses, telephone number, and fax number/e-mail address of three (3) business references for the Sole Proprietorship/Company and briefly describe the type of service provided. By submitting a proposal in response to this RFP, the vendor and team members grant permission to OASAS to contact these references and others, who from OASAS's perspective, may have pertinent information. OASAS evaluates references on a Pass/Fail basis.

**Reference #1:**

\_\_\_\_\_

Business Name	Address, State, Zip Code
---------------	--------------------------

\_\_\_\_\_

Contact Name	Telephone Number	Email Address
--------------	------------------	---------------

Description of types of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT 1 (Continued)

**Reference #2:**

---

Business Name

Address, State, Zip Code

---

Contact Name

Telephone Number

Email Address

Description of types of services provided: \_\_\_\_\_

---

---

---

---

---

---

---

---

---

---

---



## ATTACHMENT 2 - Contractor Information

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Federal I.D. Number)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Telephone Number) Ext. \_\_\_\_\_

\_\_\_\_\_  
(Toll Free Phone) Ext. \_\_\_\_\_

\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Toll Free Fax Number)

(E-mail) \_\_\_\_\_

New York State Small Business

Circle One:      Yes      No

New York State Certified Minority Owned Business

Circle One:      Yes      No

New York State Certified Woman Owned Business

Circle One:      Yes      No

Do you understand and is your firm capable of meeting  
the insurance requirements to enter into a contract with  
New York State?

Circle One:      Yes      No

Does your proposal meet all the requirements of this solicitation?

Circle One:      Yes      No



## ATTACHMENT 3 (Continued)

**Reference #2:**

---

Business Name

Address, State, Zip Code

---

Contact Name

Telephone Number

Email Address

Description of types of services provided: \_\_\_\_\_

---

---

---

---

---

---

---

---

---

---

---



**ATTACHMENT 4 -  
Nondiscrimination in Employment**

(Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles)

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable)

- (1) has business operations in Northern Ireland

Yes \_\_\_\_\_ No \_\_\_\_\_

**If Yes,**

- (2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 5 -  
Non-Collusive Bidding Certification - Section 139-D of the SFL**

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] 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 [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as the act and deed of said corporation or partnership.

***IF BIDDER(S) IS (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:***

**NAMES OF PARTNERS/PRINCIPALS**

**LEGAL RESIDENCE**

---

---

---

---

---

---

---

---

**ATTACHMENT 5 (continued)**

***IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:***

<b>NAME</b>	<b>LEGAL RESIDENCE</b>
_____	_____
President	_____
_____	_____
Secretary	_____
_____	_____
Treasurer	_____
_____	_____
President	_____
_____	_____
Secretary	_____
_____	_____
Treasurer	_____

***IDENTIFYING DATA***

Potential Contractor \_\_\_\_\_

Title: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

ATTACHMENT 5 (continued)

*If applicable, Responsible Corporate Officer*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Joint or combined bids by companies or firms must be certified on behalf of each participant.*

\_\_\_\_\_  
Legal name of person, firm or corporation

\_\_\_\_\_  
Legal name of person, firm or corporation

By \_\_\_\_\_  
Name

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code



# ATTACHMENT 7

## DIVERSITY PRACTICES QUESTIONNAIRE

I, , as (title)  of  firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives?  
 Yes or  No

If Yes, attach a sheet that provides the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

%

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>1</sup>

%

4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises?  
 Yes or  No

If Yes, attach a sheet to provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?  
 Yes or  No

If Yes, attach a sheet to identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements?  
 Yes or  No

---

<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

If Yes, attach a sheet that provides a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program?

Yes or  No

If Yes, attach documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent?

Yes or  No

If Yes, complete Form 1 - Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official	<input type="text"/>
Printed Name of Signatory	<input type="text"/>
Title	<input type="text"/>
Name of Business	<input type="text"/>
Address Line 1	<input type="text"/>
Address Line 2	<input type="text"/>
City, State, Zip	<input type="text"/>
Email Address of Signatory	<input type="text"/>

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned, a Notary Public in and for

the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, personally

known to me or proved to me on the basis of satisfactory evidence to be the individual whose

name is subscribed to this certification and said person executed this instrument.

\_\_\_\_\_  
Notary Public

## **ATTACHMENT 8**

### **BUSINESS ASSOCIATE AGREEMENT**

1. The terms and conditions of this document entitled "Business Associate Agreement" ("Business Associate Agreement"), shall be attached to and incorporated by reference in the contract (the "Agreement") resulting from this Request For Proposals (OASAS Project No. 16001ExpertDev), and shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a "business associate" of the New York State Office of Alcoholism and Substance Abuse Services as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services, as amended.
2. For purposes of this Business Associate Agreement, the term "Business Associate" shall mean and include the term "Business Associate" as such term is defined in 45 CFR §164.103.
3. **Definitions:** Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 164.103, and 164.501.
  - a. Breach shall have the same meaning as the term "Breach" in §13400 of the HITECH Act and guidance issued by the Department of Health and Human Services, and shall include the unauthorized acquisition, use, or disclosure of Protected Health Information that compromises the privacy or security of such information.
  - b. Covered Entity shall mean the New York State Office of Alcoholism and Substance Abuse Services.
  - c. Data aggregation shall mean, with respect to protected health information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
  - d. Designated Record Set shall have the same meaning as the term "Designated Record Set" in 45 CFR §164.501.
  - e. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
  - f. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 226 (Feb. 17, 2009), codified at 42 U.S.C. §§300jj et seq., §§17901 et seq.
  - g. Individual shall have the same meaning as the term "Individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

h. Protected Health Information shall have the same meaning as the term “Protected Health Information” in 45 CFR §160.103, but is limited to the protected health information created or received by Business Associate from, for or on behalf of Covered Entity in connection with or in the course of Business Associate’s performance of the Agreement.

i. Required by Law shall have the same meaning as the term “Required by Law” in 45 CFR §164.103.

j. Secretary shall mean the Secretary of the Federal Department of Health and Human Services or his/her designee.

k. Security Incident shall have the same meaning as the term “Security Incident” in 45 CFR §164.304.

l. Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, subparts A and C.

m. Unsecured Protected Health Information shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance, or as otherwise defined in §13402(h) of the HITECH Act.

4. **Obligations and Activities of Business Associate:**

a. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to this Agreement. Business Associate agrees to fully comply with the responsibilities of Business Associates as set forth in §13401 of the HITECH Act.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR §164.410, and any Security Incident of which it becomes aware. In the event of a Breach of Unsecured Protected Health Information:

(1) Business Associate shall promptly notify Covered Entity of the Breach when it is discovered, but no later than 30 days from the discovery of the Breach. A Breach is considered discovered on the first day on which Business Associate knows or should have known of such Breach. Such notification shall identify the Individuals whose Unsecured Protected Health Information has, or is reasonably believed to have, been the subject of the Breach, and their contact information.

(2) Covered Entity shall promptly notify Individuals about a Breach of their Unsecured Protected Health Information as soon as possible, but not later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall meet the requirements of §13402 of the HITECH Act.

e. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or subcontractor of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity pursuant to the Agreement agrees to at least the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such Protected Health Information. Business Associate will ensure that Business Associate Agreements are executed with all subcontractors that will perform functions or activities on behalf of Business Associate that involve the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity.

f. To the extent that the information made available to Business Associate under the Agreement includes Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

g. To the extent that the information made available to Business Associate in connection with or in the course of Business Associate's performance of the Agreement includes Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

h. Business Associate agrees to document such disclosures of Protected Health Information under the Agreement and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

i. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (i) of Section 4 of this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528. If Business Associate assists Covered Entity in maintaining an electronic health record (EHR), Business Associate shall support Covered Entity in providing, upon the request of the Individual, an accounting of disclosures of Protected Health Information in the EHR within the prior three years, as well as an electronic copy of Protected Health Information that is part of an EHR.

j. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations; and shall be

directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent that Covered Entity is responsible for compliance with such rule.

k. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity pursuant to the Agreement, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner as designated by the Covered Entity, for purposes of the Secretary's determining Covered Entity's compliance with the HIPAA Rules.

l. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining its compliance with the HIPAA Rules.

## **5. Permitted Uses and Disclosures by Business Associate**

Except as otherwise limited in the Agreement and this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

## **6. Specific Use and Disclosure Provisions**

a. Except as otherwise limited in the Agreement or this Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in the Agreement and this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will remain confidential and shall be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality obligations under this Business Associate Agreement have been breached.

c. Except as otherwise limited in the Agreement and this Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted in 45 CFR §164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with New York State Mental Hygiene Law and 45 CFR §164.502(j)(1).

## **7. Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices produced in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

## **8. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity. Covered Entity may permit Business Associate to use or disclose Protected Health Information for Data Aggregation or management and administrative activities of Business Associate, if the Agreement includes provisions for same.

## **9. Remedies in Event of Breach/Indemnification**

a. In the event of breach by Business Associate of any of the covenants and assurances contained in this Business Associate Agreement, Business Associate hereby agrees that immediate and irreparable harm may result to Covered Entity, and to the business of Covered Entity, which harm would not be adequately compensated by monetary damages. As such, in the event of breach of any of the covenants and assurances contained in Sections 4, 5, or 6 above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of such Sections.

b. Business Associate shall defend, indemnify and hold Covered Entity harmless against all claims, losses, liability, costs and other expenses (including reasonable attorneys' fees), without limitation (collectively, "Liability"), resulting from or arising out of the acts or omissions of Business Associate in the performance of its duties and obligations under this Business Associate Agreement, except to the extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Business Associate's Liability under the foregoing provision shall include responsibility to pay, or where appropriate, to reimburse Covered Entity, for all costs associated with notification required by HIPAA or HITECH due to a Breach within the meaning of this Business Associate Agreement, except to the extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Business Associate shall be fully liable for the actions of its agents, employees and sub-Business Associates.

c. The terms of this Section 9 shall survive expiration or termination of the Agreement.

## **10. Consideration**

Business Associate acknowledges that the promises it has made in this Business Associate Agreement shall, henceforth, be relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

## **11. Interpretation of this Business Associate Agreement in Relation to Other Contracts Between the Parties**

Should there be any conflict between the language of this Business Associate Agreement and any other contract or agreement entered into between the Parties (either prior or subsequent to the date of this Business Associate Agreement), the language and provisions of this Business Associate Agreement shall control and prevail unless, in a subsequent written agreement, the Parties specifically refer to this Business

Associate Agreement by its title and date, and specifically state that the provisions of the later written agreement shall control over this Business Associate Agreement; except that in the event of a conflict with Appendix A (Standard Terms and Conditions of New York State Contracts) in any agreement to which such Appendix A applies (either prior or subsequent to the date of this Business Associate Agreement), Appendix A shall govern.

## **12. Term and Termination**

a. Term. The provisions of this Business Associate Agreement shall be effective as of the effective date of the Agreement and shall survive termination of the Agreement and shall not terminate unless and until all Protected Health Information is destroyed, or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, in accordance with the termination provisions in Section (c)(2) of this Section, in which case Business Associate's obligations hereunder shall continue for so long as Business Associate maintains the Protected Health Information.

b. Termination for Cause. A breach of this Business Associate Agreement by either party shall be considered a material breach of the Agreement and may be grounds for termination of the Agreement for cause.

c. Effect of Termination.

(1) Except as provided in subparagraph (2) of this paragraph, upon termination of the Agreement for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to all Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Upon request by Covered Entity, Business Associate shall certify in writing to Covered Entity that all Protected Health Information has been returned or destroyed as required by this section.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Upon request by Covered Entity, Business Associate shall certify in writing to Covered Entity that it has taken all the steps required by this section to protect Protected Health Information which could not feasibly be returned or destroyed.

## **13. Miscellaneous**

a. Regulatory References. A reference in this Business Associate Agreement to the HIPAA Rules means the rules as in effect or amended, and for which compliance by a Covered Entity and/or Business Associate is required.

b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

c. Survival. The respective rights and obligations of Business Associate under Section 9 of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.

d. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules.

**New York State Office of Alcoholism and  
Substance Abuse Services:**

**Business Associate:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_