



New York State  
Office of Alcoholism & Substance Abuse Services  
Addiction Services for Prevention, Treatment, Recovery

## **Request for Proposal**

**Andrew M. Cuomo**  
Governor

**Arlene González-Sánchez**  
Commissioner

**Statewide Youth Development Survey:  
Assessing Risk and Protective Factors  
Among Secondary School Students**

**OASAS Project No. 14001YDS**

May 14, 2014

# Request for Proposal Statewide Youth Development Survey

OASAS Project No. 14001YDS

## Expected Timetable for Key Events:

Release Date: .....	5/14/2014
Closing Date for Submission of Bidder Inquiries.....	5:00 PM 5/24/2014
Answers to Bidder's Inquiries on or about .....	6/2/2014
Closing Date for Receipt of Bidder's Proposals .....	5:00 PM EST 6/9/2014
Anticipated Evaluation and Selection.....	6/17/2014
Anticipated Contractor's to Sign Contract .....	7/23/2014
Anticipated Contract Approval by Office of the State Comptroller.....	8/23/2014
Contract Term Begins.....	9/01/2014

## All Inquiries to:

OASAS Project No. 14001YDS  
[procurements@oasas.ny.gov](mailto:procurements@oasas.ny.gov)  
Bureau of Financial Management- Contracts & Procurements  
Office of Alcoholism and Substance Abuse Services

## Submission of Proposal to:

OASAS Project No. 14001YDS  
Bureau of Financial Management- Contracts & Procurements  
New York State Office of Alcoholism and Substance Abuse Services  
1450 Western Avenue, 4<sup>th</sup> floor  
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.**



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# Checklist of Submission Requirements

## **Administrative Proposal** (1 original)

- 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. 14001YDS RFP" and "Submitted by: (Bidder's Name)"
- Cover Letter** including:
  - Bidder name, address, telephone number and current email address
  - Statement that Bidder meets the requirements of *Section 3 – Minimum Qualifications of Bidder*
  - Statement expressing that, if awarded the contract, the Bidder will comply with all the requirements set forth in this RFP, including the contract terms and conditions contained in this RFP. Any questions or anticipated difficulty with any such contract provision must be explicitly set forth in the cover letter.
  - Confirmation that the Bidder has the capability of performing the scope of work and will abide by the requirements of *Section 2 – Scope of Project*.
  - Statement that proposal is a firm and irrevocable offer for 180 days after submission deadline.
  - Signed by an official authorized to bind Bidder to all provisions
- Completed APPENDIX L (Procurement Lobbying Restrictions)
- Completed APPENDIX U - Form #4 (Minority and Women-Owned Business Enterprises)
- Completed ATTACHMENTS 2, 3 and 4 (Contractor Information, MacBride Fair Employment Principles and Non-Collusive Bidding Certification.)

## **5 complete sets of the Technical Proposal** (1 original/4 copies)

- All sets of the technical proposal packaged together, separate 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. 14001YDS RFP" and "Submitted by: (Bidder's Name)"

## **3 complete sets of the Cost Proposal** (1 original/2 copies)

- All sets of the business proposal 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. 14001YDS RFP" and "Submitted by: (Bidder's Name)"



# **SECTION 1 – INTRODUCTION**

## **1.1 Purpose**

The New York State Office of Alcoholism and Substance Abuse Services (OASAS) intends to enter into a contract with an experienced, responsive, responsible and financially sound organization that is qualified to conduct a statewide Youth Development Survey (YDS) in the fall of 2014 in order to assess risk and protective factors among students in grades 7 through 12. The YDS survey will be based on a previous YDS conducted by OASAS in 2008. OASAS seeks to make a single contract for: (1) developing and printing the survey questionnaire; (2) completing final components of the sampling design; (3) managing the administration of the survey; (4) managing all data entry or scanning of survey forms; (5) conducting preliminary data analysis; (6) providing standard reports profiling risk and protective factors and substance use for each county and participating school districts; and (7) providing OASAS a documented computer file of all survey data collected. OASAS invites eligible organizations to submit proposals.

## **1.2 Background**

The use of alcohol, tobacco, and other drugs among youth as well as youthful participation in other problem behaviors (e.g., gambling) continues to concern parents, school administrators, teachers and coordinators of school-based prevention and intervention programs. In the past OASAS has periodically surveyed this population in order to assess the patterns and magnitude of substance use and other problem behaviors (Rainone and Marel, 2000, 2006). Less information is available on the environmental, attitudinal, personality, or developmental characteristics that may affect the ways in which students respond to opportunities to engage in the use of alcohol and other drugs or other problem behaviors, characteristics which either reduce the likelihood of involvement (i.e. protective factors) or increase it (risk factors). The need for this information is especially evident given the well documented relationship between adolescent problem behaviors and the specific characteristics of students' community, school and family environments (Hawkins, Catalano, and Miller, 1992) as well as the numerous studies indicating that prevalence of adolescent problem behaviors is positively associated with exposure to identified risk factors and negatively associated with exposure to identified protective factors (Bry, McKeon and Pandina, 1982; Newcomb, Maddahian and Skager, 1987; Newcomb and Feliz-Ortiz, 1992; Newcomb, 1995;). In order to address this need, OASAS conducted a statewide survey of risk and protective factors in the fall of 2008. Of the 125,000 students who were eligible to participate in the survey, over 110,000 returned surveys, for an overall response rate of 89 percent. The sample included students enrolled in 409 schools. It provided valid estimates of the use of alcohol and other substances among youth and information on risk and protection factors for New York State as well as 28 of the State's counties including the five boroughs of New York City (New York State Office of Alcoholism and Substance Abuse Services, 2009). Although OASAS intended to conduct the YDS every two years, the last survey was in 2008. During the ensuing period, OASAS has been unable to provide timely estimates of the prevalence of substance use among youth in New York State as well as risk and protective factors. Through implementing a YDS, OASAS will be able to provide these statewide estimates and, because of its large sample size, local area (i.e., county) estimates, both of which are useful to OASAS, Local Governmental Units (LGUs), school districts, and prevention providers.



### 1.3 General Overview

OASAS is the New York State agency principally responsible for the prevention and treatment of substance use and gambling problems. OASAS, New York City and county governments, school districts and prevention service providers develop and implement policies, plans and services to address substance use and gambling problems. New York's strategic approach to prevention is based on decreasing risk and enhancing protective factors in communities. In order to develop policies and services that respond to community needs, information is required at the community level that assesses the levels of risk and protective factors as well as substance use and gambling problems. The previous Youth Development Survey obtained needs assessment information for students attending public and private schools (grades 7-12) in New York State including rates for: various risk and protective factors; substance use including tobacco, alcohol and a variety of drugs; participation in various gambling activities; and involvement in problem behaviors such as truancy, delinquency and gang-related behaviors. Data from the YDS supported state, county and community planners in targeting scarce resources to areas of highest risk for substance abuse. In addition, the youth population data collected through the YDS enabled OASAS to better evaluate and monitor state-funded local community- and school-based prevention efforts.

### 1.4 References

- Arthur, M.W., Hawkins, J.D., Pollard, J.A., Catalano, R.F., and Baglioni, Jr., A.J. (2002) Measuring risk and protective factors for substance use, delinquency, and other adolescent problem behaviors: The Communities that Care Youth Survey. *Evaluation Review*, 26, 575-601.
- Briney, J.S., Arthur, M.W., Brooke-Weiss, B.L. and Hawkins, J.D. *Measuring community risk and protection using the Communities That Care Youth Survey* (Unpublished Manuscript).
- Bry, B.H., McKeon, P. and Pandina, R.J. (1982) Extent of drug use as a function of number of risk factors. *Journal of Abnormal Psychology*, 91, 273-279.
- Glaser, R.F., Van Horn, M.L., Arthur, M.W., Hawkins, J.D., and Catalano, R.F. (2005) Measurement properties of the Communities that Care Youth Survey across demographic groups. *Journal of Quantitative Criminology*, 21, 73-102.
- Hawkins, J.D., Catalano, R.F. and Miller, J.Y. (1992) Risk and protective factors for alcohol and other drug problems in adolescence and early adulthood: Implications for substance abuse prevention. *Psychological Bulletin*, 112, 64-105.
- New York State Office of Alcoholism and Substance Abuse Services. (2009) *New York State Youth Development Survey. 2008 Report*.
- Newcomb, M. (1995) Identifying high risk youth: Prevalence and patterns of adolescent drug abuse." In E. Rahdert and D. Czechowicz (Eds.) *Adolescent drug abuse: Clinical assessment and therapeutic interventions* NIDA Research Monograph 156.
- Newcomb, M. and Felix-Ortiz, M. (1992) Multiple protective and risk factors for drug use and abuse: Cross-sectional and prospective findings. *Journal of Personality and Social Psychology*, 51, 564-577.



Newcomb, M., Maddahian, E. and Skager, R. (1987) Substance use and psychosocial risk factors among teenagers: Associations with sex, age, ethnicity, and type of school. *American Journal of Drug and Alcohol Abuse*, 13, 413-433.

Rainone, G. and Marel, R. (2000) *The OASAS School Survey: Alcohol and Other Drug Use Among 5<sup>th</sup> through 12<sup>th</sup> Grade Students 1998, Statewide Findings*. Albany, New York: New York State Office of Alcoholism and Substance Abuse Services.

Rainone, G. and Marel, R. (2006) *The OASAS School Survey: Alcohol and Other Substance Use Among 5<sup>th</sup> through 12<sup>th</sup> Grade Students, 2002*. Albany, New York: New York State Office of Alcoholism and Substance Abuse Services.

## 1.5 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  
Albany, NY 12203-3526  
(518) 457-8263  
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 prior to 5 PM EST on **5/24/2014**.
3. Complaints filed by a Bidder stating that the Designated Contact has failed to respond in a timely manner.
4. Negotiations after the proposal due date between the successful Bidder and OASAS for the purpose of generating a contract or purchase order.
5. Contacts by Bidders after the proposal due date to request the review of a contract award.
6. 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 PROJECT**

### **2.1 Overview**

The 2014 Youth Development Survey is a statewide survey of students in grades 7 through 12 regarding substance use, other problem behaviors, and associated risk and protective factors. As many as 150,000 students enrolled in 530 randomly selected public, diocesan and other non-public schools are expected to participate in the survey. The sample will consist of as many as 400 public schools operated by 160 school districts, 100 schools operated by 6 diocesan school systems and 20 other non-public schools. The sampling methodology is designed to provide county-level prevalence estimates for grade pairs (7-8, 9-10 and 11-12). Bidders will be required to provide different prices based on a minimum and maximum number of school districts and students participating. Minimum and maximums are provided in Table 2-1 below.

The survey will be administered to classes of students, and data will be collected through the use of a self-administered paper and pencil questionnaire or through an on-line survey depending on the needs of each participating district. Survey administration will be proctored by 1) school personnel or 2) school survey liaison staff approved by the school, such as an OASAS prevention service provider, under supervision of a district. Survey administration proctors will be trained by webinar and provided consultation and technical assistance by the contractor.

After collecting, processing and analyzing the data, the contractor will provide to OASAS one New York State wide report and county level reports, for as many counties as the sample response rates will allow. The contractor will also provide school level reports to all participating public school districts, diocesan systems (for Catholic schools), and non-public schools. These reports will provide a profile of risk and protective factors, substance use and other problem behaviors for the specific county, school district or non-public school with a comparison to the state or other normative group. In addition, the contractor will provide a computer file of all data collected and used to compute the county and state level estimates to OASAS along with appropriate documentation.

### **2.2 Instrument Development and Printing of Survey Forms**

OASAS will specify the required content for the survey. OASAS will fully specify the content of the YDS and make it available to the successful bidder approximately 30 days after final contract award. A great majority of items from the 2008 YDS tool (included in Appendices) will remain in the 2014 tool, however some items will be added, modified or deleted.

The contractor will develop a Spanish language version of the survey instrument. Based on OASAS school survey experience, as many as 1.0% of students may use the Spanish version. However, sufficient copies must be made available to school districts and schools to accommodate students who prefer to complete the survey using the Spanish language version.

For districts that elect to have the survey conducted through the use of a self-administered paper and pencil questionnaire, the contractor will print and supply copies of the survey instrument, both the English and the Spanish versions. The contractor will provide the shipping of labeled cartons of paper surveys to the schools and for pre-paid postage for return shipping



to the contractor. Table 2-1 indicates the currently estimated minimum and maximum number of forms that will be required. OASAS will develop and make available to the successful bidder the final estimate of the number of forms needed for printing at least 30 days prior to date they need to be disseminated.

OASAS will require one week to review and approve both the English and Spanish printer proofs versions of the survey prior to printing.

### **2.3 Sample Design and Recruitment**

OASAS will provide the sample design which will permit reliable estimates at the statewide and county levels for pairs of grades (7-8, 9-10 and 11-12). The sample design will also provide for reliable estimates and reports for individual school districts participating.

#### **(a) Selection of School Districts**

Based on a probability sample of school districts, OASAS will contact superintendents to secure participation in the YDS. OASAS will provide a list of school districts which have agreed to participate in the survey, including the liaison designated by each school district and contact information. (The list will constitute a probability sample of all public school districts and non-public schools.) OASAS will complete this list and make it available on or about September 1, 2014, but, if need be, will continue its efforts to secure participation of additional school districts. On or about September 15, 2014, OASAS will provide a final list to the contractor. Beginning in September 2014, the contractor will contact school districts to confirm their participation and make the necessary arrangements for school liaison training and assistance.

#### **(b) Selection of Schools within School Districts**

OASAS will provide the protocol for selecting schools within school districts. OASAS will develop this protocol and make it available on or about September 1, 2014.

As part of its effort to secure school district participation, OASAS will apply the school selection protocol and, in consultation with school districts, select individual schools for the survey to the extent possible at that time. The lists of school districts that OASAS will provide on or about September 1 and September 15 (see above) will include the individual schools selected to the extent they have been determined.

As part of the process of confirming school district participation and making survey arrangements, the contractor, in consultation with school district liaisons, will use the school selection protocol to confirm and complete selection of schools within districts as necessary.

#### **(c) Selection of Classes within Grade**

Within each grade within each school, either a portion of classes will be randomly selected or all classes will be selected to be surveyed, based on the number of students enrolled in the grade. Specifically, for school grades with 120 or fewer enrollees, all classes in the grade will be surveyed. It is estimated that random sampling of classes will be employed in between 50 and 60 percent of all schools.



The contractor will assign numeric codes identifying each school within each school district. With the assistance of the school-level liaison, the contractor will enumerate each class within each school and estimate the number of students enrolled in the class. Classes may be enumerated within a grade based on a common subject or time period during which the survey may be administered without duplication (such as, home room, English, physical education etc.).

The contractor will maintain a master sample list of school districts, schools (with identification codes) and classes within grades, indicating class size and whether the class is included in the sample. The contractor will include on the master sample list the school district liaison name and/or school-level liaison names. The contractor will provide this list to OASAS beginning September 1, 2014 and submit weekly updates to the list until survey data collection is completed.

## **2.4 Survey Administration**

Data will be collected between October 1 and December 15, 2014. The contractor will submit a final Survey Administration Plan for OASAS approval by September 15, 2014. The Plan will include the protocol and procedures to be used by schools in administering the survey. These protocols will assure the confidentiality, validity and security of the data obtained. OASAS will review the plan within one week and the contractor will have one week to finalize the plan.

For both self-administered paper and pencil and on-line modes of administration, the contractor will implement and document a “form control system” to be used in monitoring the flow of data and ensuring data integrity. In the case of paper and pencil administrations, the system must track specific forms from the contractor to the classroom and back to the contractor. The form number must be included in the data files to be produced. The system must also be able to determine how many students in each class received a form regardless of whether all the forms were completed. In the case of on-line administration, the contractor will be responsible for ensuring that students’ responses are directly deposited onto an external server.

In preparation for survey administration, the contractor will be responsible for ensuring that:

- (a) district and school liaisons are notified of the classes selected within each grade in their respective districts and schools;
- (b) district and school liaisons are notified of the numeric codes (i.e., school code) assigned to their schools;
- (c) all survey materials (i.e., questionnaires, parental consent forms, etc.) are packaged according to school and selected classes, and are sent to the selected schools;
- (d) parental consent forms are distributed to parents for all students enrolled in the selected classes at some point between the beginning of the school term and no later than a week prior to the date of survey administration. The letter and form may be combined and may be sent home with the students. (OASAS will provide the template for the parental permission letter and form.)



At the time the survey is administered, the contractor is responsible for working with district liaisons to identify and implement proctoring procedures that ensure that:

- (a) students understand that their participation in the survey is voluntary;
- (b) students understand that their individual responses will not be shared with parents or school personnel and that they are not to share their answers with other students;
- (c) students understand that they are not to provide any personal identifiers or any other identifying information in the course of completing the questionnaire;
- (d) the environment within which the data are collected, whether it is classrooms or computer labs, is structured in such a way so as to protect the confidentiality of students' responses.

After the survey is administered in districts that elect to have the survey conducted through the use of a self-administered paper and pencil questionnaire, the contractor is responsible for ensuring that district/school liaisons are aware that:

- (a) the contractor must be notified of the survey's completion so that arrangements can be made for retrieval of the data;
- (b) school codes must be attached to the receptacles (i.e. envelopes, ballot boxes) within which the completed questionnaire are contained;
- (c) the receptacles must be sealed and their integrity maintained until they are shipped to the contractor by the school liaison in the postage paid cartons provided by the contractor;
- (d) the receptacles must be stored in a secure area on school grounds until they are shipped by the school liaison in the postage paid cartons provided by the contractor;
- (e) The contractor will pay for all shipping of forms both ways, from contractor to school and from the school back to the contractor.

The contractor will provide OASAS a list of school districts, schools (with identification codes) and classes within grades, indicating class size and whether the class is included in the sample. The contractor will include on the list the school district liaison or school-level liaison.

## **2.5 Data Entry or Scanning**

The contractor will scan or otherwise enter the survey forms. For districts that elect to have the survey conducted through the use of a self-administered paper and pencil questionnaire, the contractor must provide to OASAS documentation of the technology employed and the procedures used in interpreting marks on the survey forms, including handling of multiple responses to single response items. For districts that elect to have the survey conducted as an on-line web-based survey, the contractor must identify the software packages that will be employed and provide to OASAS documentation of programming features for ensuring confidentiality of students' responses. For both modes of administration, the contractor must also provide to OASAS documentation of all procedures that will be used for assessing completeness and validity of students' responses.

## **2.6 Data Analysis**

The contractor will:



- (a) Implement and document quality assurance and verification procedures. Identify and implement procedures for "cleaning" the data (i.e., detecting and resolving inconsistent responses, out of range values, etc.), and any software packages used in the processing of data collected on-line. Data cleaning and recoding procedures (i.e., detecting and resolving inconsistent responses, out of range values, etc.) must be documented.
- (b) Provide to OASAS proposed algorithms for constructing risk and protective factor and problem behavior scales as well as specifications for cut-points used in computing percentages of students at high risk.
- (c) Calculate response rates at the state, county and school district levels.
- (d) Provide to OASAS proposed procedures for post-weighting of the data to produce unbiased county-level estimates for county reports, including criteria for determining whether each county's sample is adequate for producing reliable county-level estimates and reports, by June 30, 2015. OASAS will review the proposed procedures and provide comments by January 31, 2015. OASAS will review the proposed procedures and provide comments within 2 weeks. The contractor will make required changes within 2 weeks.
- (e) Provide to OASAS proposed procedures for post-weighting of the data to produce unbiased district-level estimates for school district reports by February 14, 2015. OASAS will review the proposed procedures and provide comments within 2 weeks. The contractor will make required changes within 2 weeks.
- (f) Calculate and provide confidence intervals for principal scales and indicators (including risk and protective factor scales and indicators) at the state, county and school district levels.
- (g) Develop or otherwise provide the norms to be used in making formatted county-level and school district-level reports. The contractor will provide the proposed norms and methods by February 14, 2015. OASAS will review the proposed procedures and provide comments within 10 days. The contractor will any make required changes within 10 days.
- (h) Analyze and provide results for principal scales and indicators (including risk and protective factor scales) using demographic characteristics.
- (i) Calculate and provide results for reliability estimates for principal scales and indicators (including risk and protective factors) by demographic characteristics at the state, county and school district levels.

## 2.7 Production of State, County and School Reports

The contractor will:

- (a) Provide to OASAS draft templates for state and county-level reports and for school-district and school-level reports profiling risk and protective factors, substance use and related problems against comparative norms. Reports should include:
  1. "plain English" explanations of methods to aid customer interpretation;
  2. description of the sample and the size of the sample;
  3. tabular and graphic depictions of all descriptive results;
  4. computation of the percentage of students above risk and protective factor cut-points;
  5. comparison to county, state and national norms;
  6. item response frequencies in appendices.

The draft report templates will be provided to OASAS on or about September 15, 2014. OASAS will review the draft templates and respond within 4 weeks. The contractor will make any required changes and provide the final report templates for OASAS approval



within 4 weeks after notification. OASAS will approve the final report templates within 2 weeks.

- (b) Provide OASAS a state-level report and county-level reports for those counties with adequate sample data to produce valid county profiles. For each report, the contractor will provide unbound original paper copies and a copy in Adobe “pdf” format. School District reports will be provided to schools by March 15, 2015. OASAS and county-level reports will be provided by April 1, 2015.
- (c) Provide school district reports directly to the school districts. For each report, the contractor will provide an original paper copy and a copy in Adobe “pdf” format. Unless the school district declines, each school district will be provided a district-level report representing their students in grades 7-12 as well as for grade pairs: 7-8, 9-10 and 11-12. Unless the diocesan school system declines, each diocesan school system will be provided a district-level report representing their students in grades 7-12 as well as for grade pairs: 7-8, 9-10 and 11-12. Large diocesan school systems may request reports for groupings of schools within counties, provided no grouping has fewer than 5 schools. Both districts and diocesan systems may elect to purchase building level reports but the larger sample required for the production of these reports as well as any custom analyses, survey items or reporting required by participating schools will be negotiated directly between the school and the contractor, will not included in the contractor’s survey price per unit offer and may involve additional costs to the participating schools. Unless declined, each “other” non-public school participating in the survey will be provided a report for its building. The contractor will not provide OASAS copies of school or school district reports. Reports will be provided to school districts and schools by April 30, 2015. Analyses and reports for schools that are standard (survey content and reporting agreed to in the contract) will be produced first, before custom analyses and reporting is produced.

## **2.8 Production and Acceptance of OASAS Data File**

The contractor will:

- (a) Provide OASAS a preliminary “cleaned” data file in ASCII or SPSS format based on at least the first 5,000 survey forms processed as well as preliminary documentation including a codebook and procedures used in cleaning the data by January 10, 2015. (English and Spanish versions of the survey will be included in one file.) OASAS will do a preliminary review of the data and advise the contractor of any issues regarding the data or documentation within 3 weeks of receipt of the file.
- (b) Provide OASAS tabulations of “marginals” on all data items for all survey data and final draft of all documentation by February 28, 2015. OASAS will review the tabulations and advise the contractor of any issues regarding the data or documentation within 3 weeks of receipt of the marginals.
- (c) Provide OASAS two copies of the final data file in ASCII or SPSS format including all survey data. The data file will include a number linking each record (i.e., case) to its survey form as well as the case weights used for producing statewide, county and school district estimates. Each record will include a county code and a code indicating school district size category (as defined by OASAS). English and Spanish versions of the survey will be included in the one file and a code will be included on each record indicating whether the English or Spanish version was used. Each record will include a code indicating whether



the school or school district has agreed to provide access to its data. If the school or school district has agreed, identifiers will be entered into the school and district data items; otherwise these items will remain null. Final documentation will be provided with the file. The file and documentation will be provided by April 30, 2015. OASAS will review the data and advise the contractor of any issues regarding the data or documentation within 3 weeks of receipt of the file.

- (d) Provide to OASAS documentation of data standardization protocols, scale constructions and “cut-points,” including source code used in calculating scales and making cuts as part of the documentation for the data file

## **2.9 Maintenance and Use of Data and Paper Survey Forms**

- (a) The contractor will maintain the completed paper survey forms for 6 months after OASAS acceptance of data files. Survey forms will not be destroyed without the expressed permission of OASAS.
- (b) The contractor will maintain district specific survey data for a period of six months. The contractor may not release the data to anyone without prior approval of the district and subject to conditions specified . During this period, the contractor may use the data to respond to requests for additional analyses or additional surveys from the school districts or schools participating in the survey.
- (c) The contractor will maintain de-identified survey data for a minimum of 3 years. The contractor may not release the data to anyone without prior approval of OASAS and subject to conditions OASAS specifies. The contractor may use the data to establish state, county and/or school norms for the contractor's purposes or to respond to requests for additional analyses or additional surveys from OASAS.



## 2.10 Timeframe for Conduct of the Survey

Tasks	2014										2015					
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Develop & Place Order for Printing of Questionnaires	O	O	O	X												
Implement Sample Design, and Recruit School Districts,	O	O	O	O	O	X										
Train, and Assist School Liaisons in administration protocol							Y	Y	Y	Y						
Administer and return Surveys							Z	Z	Z	Z						
Retrieve and Digitize Surveys into data files								Y	Y	Y						
Analyze Data										Y	Y					
Produce and ship County and School Reports and OASAS Data File											Y	Y				
Produce NY State Final Report													Y			
Maintenance of Data files and Paper Survey Forms										Y	Y	Y	Y	Y	Y	

O = OASAS preparatory effort, X= OASAS and Contractor effort, Y= Contractor effort, Z= School Liaisons

## 2.11 Minimum and Maximum Survey Participation and Sample Size

Some of the expected costs of conducting the YDS will vary depending on the size of the survey. Specifically costs are likely to vary based on:

- The number of survey forms to be printed,
- The number of school districts or individual schools participating in the survey, and
- The number of reports to be produced for counties and school districts.

Other costs can be expected to be relatively fixed, for instance form design, protocol development, report design, data analysis, and production of data files.

OASAS is in the process of contacting school district superintendants to secure participation of school districts based on its sample design. It is not possible at this time to precisely estimate the size of the survey. However, OASAS has determined minimum and maximum survey size estimates to enable potential bidders to develop proposals. (See Table 2-1.) Bidders must propose a price for the minimum survey size and another price for the maximum survey size. The negotiated contract will guarantee a minimum award amount based on the minimum survey size expected regardless of the actual realized survey size. Proposals will be evaluated based on the average of the price for the minimum survey size and the price for the maximum survey size. Since it is not possible at this time to estimate the number of districts that will elect to conduct the YDS as an on-line survey, estimates assume that all districts will conduct the YDS as a self-administered paper and pencil survey.



**Table 2-1**  
**Minimum and Maximum Size of the Youth Development Survey**

Estimated Number of ...	Minimum	Maximum
<b>Survey Forms Needed</b>		
Students participating	75,000	225,000
Questionnaires required (English)	100,000	200,000
Questionnaires required (Spanish)	3,000	6,000
<b>School Districts and Schools Participating</b>		
Public school districts participating	80	160
Public schools participating	200	400
Diocesan school districts participating	3	6
Diocesan schools participating	50	100
Other non-public schools participating	10	20
<b>Profile Reports to be produced</b>		
County-level reports	25	45
Public school district reports	80	160
Diocesan school districts reports	3	6
Other non-public school reports	10	20

## **2.12 Participation by School Districts and Schools Not Sampled by OASAS**

After the sample selection process is completed, OASAS may have funds remaining in the contract to allow for surveying of “additional schools”. These schools may or may not improve the quality of the state and county estimates, but will enable communities to improve their local prevention planning. Additional schools who request to be added will be selected based on these priority criteria until contractual resources are expended: 1) Additional school makes a county or NYC district estimate possible, 2) OASAS providers are serving the school, 3) OASAS Providers and Coalitions are doing environmental prevention in the additional school community.

If, after October 31, 2014, the contractor is contacted by New York State customers who are not participating in the OASAS 2014 YDS statewide survey, but wish to conduct the YDS using local resources, the contractor will offer said potential NYS survey customers the same price per unit quoted for the OASAS statewide survey up until June 30, 2015. (The unit price offered would be based on the OASAS price for the “minimum” survey size as negotiated in the contract.).



## **SECTION 3 – MINIMUM QUALIFICATIONS OF BIDDER**

### **3.1 Experience.**

The Bidder shall have at least five (5) year's experience in conducting school surveys, including all aspects of the scope of the project described in Section 2. Experience must include large scale statewide surveys involving numerous school districts. The Bidder must have sustained the organizational capacity for performing the work described in Section 2 for at least the past five years, including questionnaire development, sample design, analysis of risk and protective factors and problem behaviors, statistical analysis of large samples and technical report writing.

### **3.2 Quality Control.**

The Bidder must have established adequate quality control procedures to monitor the progress of projects and to identify and address issues and problems as they arise.

### **3.3 Qualifications of Personnel.**

The Bidder must have staff or retained consultants capable of conducting all aspects of the scope of the project described in Section 2.

## **SECTION 4 - PROPOSAL SUBMISSION**

### **4.1 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 questions 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. 14001YDS***. To the extent possible, all questions should cite the RFP section and paragraph number. Written questions will be accepted **until 5:00 p.m. EST on 5/24/2014**.

The questions and answers to all questions will become part of the contract resulting from this RFP. With the exception of questions concerning procedural bid formatting or submission instructions, OASAS will not respond to questions on an individual basis. Written responses to inquiries submitted by the deadline date will be posted to the OASAS website on or about **TBD**.

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

When deemed necessary by OASAS, any clarifications or modifications necessary to clarify or supplement this RFP will be posted to the OASAS website.



### 4.3 Bidder's Acceptance of Request for Proposal and Contract Provisions

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

### 4.4 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 (Page 4 of this RFP) AND INCLUDE THIS FORM WITH THE ADMINISTRATIVE PROPOSAL***

#### Format and Content:

Proposals should be prepared in the format described in the following sections. Failure to comply with the specified format may lead to a Bidder's proposal being deemed non-responsive to the RFP.

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 WILL ACCEPT ONLY ONE PROPOSAL FROM EACH BIDDER.***

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

#### **4.4.1 Administrative Proposal.**

Each Bidder must submit an Administrative Proposal, packaged separately, that includes the following:

- 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 must be included in the ***cover letter***:
  - (a) Provide a brief description of the Vendor, including name, address, telephone number and current email address.
  - (b) A statement that the Bidder meets all requirements of Section 3- Minimum Qualifications of Bidder.
  - (c) 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.
  - (d) Written confirmation that the Bidder has the capability to perform the *Scope of Project* and will abide by the requirements described in *Section 2*.



- (e) 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 attached to the *cover letter*:

- (a) **APPENDIX L** – Procurement Lobbying Restrictions
- (b) **APPENDIX U** – Minority and Women-owned Business Enterprises (Form #4)
- (c) **ATTACHMENT 2** – Contractor Information
- (d) **ATTACHMENT 3** – MacBride Fair Employment Principles
- (e) **ATTACHMENT 4** – Non-Collusive Bidding Certification

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

- (a) **APPENDIX H** – Consultant Disclosure Legislation – Form A
- (b) **APPENDIX T** - New York State Department of Taxation and Finance Contractor Certification (ST-220CA)
- (c) **APPENDIX U** - Minority and Women-owned Business Enterprises (Forms # 1 and 2, as necessary.)
- (d) **ATTACHMENT 5** - Encouraging Use of NYS Businesses in Contract Performance

#### **4.4.2 Technical Proposal**

Each bidder must submit **one (1) original** and **four (4) copies** of a complete and comprehensive Technical Proposal. The Technical Proposal must be packaged separately from the Administrative and Cost Proposals.

The format of the proposal should follow, in sequence, each of the sections outlined below. Appendices should be similarly sequential. Proposals must be signed by an official authorized to bind the Bidder to its provisions.

##### **Part A. Organizational Summary.**

- (a) Provide a brief description of the Vendor, including name, address, telephone number and current email address.
- (b) List the name, title and responsibilities of all officers who are authorized to negotiate a contract with OASAS and who shall have the ultimate responsibility and accountability for this contract.
- (c) State that if the Successful Bidder, the Vendor will assume full responsibility for the performance under the resultant contract.

##### **Part B. Narrative Work Plan.**

Each proposal should contain a work plan which provides a detailed description of how the Vendor plans to deliver each service requirement as expressed in *Section 2 – Scope of Project*. The work plan should include a narrative description, which reasonably identifies the key tasks, activities and time frames necessary to fulfill the proposal's



requirements. It should demonstrate the Vendor's ability to comply with or exceed the project's major milestones as presented in *Section 2 – Scope of Project*. Brief biographical sketches, demonstrating the capability of the Vendor, through its employees and/or sub-contractors, to meet the requirements of Section 2, should be included in Part E, Appendix to Technical Proposal. The proposal should identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the bid and may disqualify the Vendor. The Narrative Work Plan should include the sections detailed below.

In each sub-part of the Narrative Work Plan the vendor should provide sufficient detail to demonstrate all of the following (wherever appropriate):

- Understanding of the volume and complexity of the work to be done;
- Previous experience in doing this type of work;
- Identification of staffing and other resources required to accomplish the work including the type of skills needed; (More detailed information is required in Part D.)
- Identification of key staff and/or subcontractors (including consultants) responsible for the work; (Include biographical sketches for key staff and subcontractors in Part E, Appendix to the Technical Proposal.)
- Ability to marshal the required staffing, consultation or other resources needed, including whether the resources are already available or must be obtained;
- A plan to get the work done within the required time frames.

Supporting material should be included in Part E, Appendix to Technical Proposal, and referenced in other parts of the technical proposal.

### **Part B.1 -- Overview**

Provide a brief overview of the project as a whole demonstrating

- (a) an understanding of OASAS' purpose in conducting the Youth Development Survey,
- (b) how the Vendor can assist OASAS through this project (based on knowledge and experience), and
- (c) an understanding of the scope of the effort required.

### **Part B.2 -- Instrument Development and Printing of Survey Forms**

- (a) Describe how the Vendor will work with OASAS in developing the survey form. Include in the Appendix (Part E) a sample of a scannable survey form as well as a computer-assisted or web-based survey used by the vendor in previous statewide studies.
- (b) Describe how the Spanish version of the survey form will be developed.
- (c) Which printing contractor(s) will be used?
- (d) How will the form printing process be managed?
- (e) What software packages will be used in the processing of data collected through on-line administration



### **Part B.3 -- Sample Design and Recruitment**

- (a) Describe how the school district and school liaisons will be contacted to confirm participation in the survey and how participation will be documented.
- (b) Describe how the Vendor will work with school districts to select schools for inclusion in the survey.
- (c) Describe how the Vendor will select classes within grades for inclusion in the survey.
- (d) Describe how numeric codes will be assigned to schools and how classes will be enumerated.
- (e) Describe how a list of school districts, schools and classes will be maintained.

### **Part B.4 -- Survey Administration**

- (a) Describe how the Survey Administration Plan will be developed.
- (b) Describe the form control system to be employed.
- (c) Describe the preparations for the survey administration that will be made.
- (d) Describe how consents will be obtained.
- (e) Describe how confidentiality will be assured.

### **Part B.5 -- Data Entry or Scanning**

- (a) Describe the technology that will be employed for data entry.
- (b) Describe the procedures used to resolve ambiguous response markings.
- (c) Provide in the Appendix (Part E) a copy of a survey form designed for scanning that was used by the vendor in previous studies as well as a computer-assisted or web-based survey instrument used by the vendor in previous statewide studies.
- (d) Describe the software package(s) that will be used for programming the questionnaire used in the collection of on-line data

### **Part B.6 -- Data Analysis**

- (a) Describe procedures for “cleaning” data.
- (b) Describe how risk and protective factors and problem behavior scales will be constructed.
- (c) Describe how response rates will be calculated.
- (d) Describe how data will be weighted to produce unbiased state and county-level estimates and how criteria will be constructed to determine whether each county’s sample is adequate to produce reliable estimates and reports.
- (e) Describe how data will be weighted to produce unbiased school district-level estimates.
- (f) Describe how the vendor proposes to construct risk and protective factor and problem behavior scales, including the specification of cut-points for computing percentages of students at high risk.



- (g) Describe how norms will be developed to support interpretation of data.
- (h) Describe the types of analyses that will be provided statewide, at the county level and for school districts or schools.
- (i) Describe how reliability estimates will be developed.

**Part B.7 -- Production of a State, County and School Reports**

- (a) Describe in detail the content of the reports that will be provided at the state, county and school district or school levels.
- (b) Include in the Appendix (Part E) a sample report from a large scale statewide survey conducted by the vendor. (Limit material to 12 pages showing statistical data.)

**Part B.8 -- Production and Acceptance of OASAS Data File**

- (a) Describe the data files and documentation that will be provided to OASAS.
- (b) Include in the Appendix (Part E) a sample of documentation (not to exceed 12 pages) provided to previous client (if available).

**Part B.9 -- Maintenance and Use of Data and Paper Survey Forms**

- (a) Describe arrangement for securing and storing paper forms for the required period.
- (b) Describe procedure of maintaining data files for the minimum period required.
- (c) Describe potential uses that the Vendor may make of the data collected in the survey.

**Part B.10 -- Timeframe for Conduct of the Survey**

- (a) Provide a time line with milestones for activities and deliverables required under the Scope of Project (Section 2). The time line does not need to include staff assignments or allocations which are addressed in other sub-parts.

**Part B.11 -- Minimum and Maximum Survey Participation and Sample Size**

- (a) Discuss issues and strategies related to the scale of the effort.
- (b) Will strategies differ for the minimum versus maximum survey participation?

**Part B.12 -- Participation by School Districts and Schools Not Sampled by OASAS**

- (a) Describe procedures for accepting requests from potential customers who wish to participate in the survey but were not included in the OASAS sample.

**Part C. Vendor Qualifications.**

- (a) Experience –Describe experience in conducting school surveys of risk and protective factors, substance use and problem behaviors, including questionnaire development, sample design, analysis of risk and protective factors and problem behaviors, statistical analysis of large samples and technical report writing. Describe the extent to which the organization capacity for performing the work has been sustained over the past 5 years. List school survey customers over the past 5 years and identify on the list whether the projects were statewide and/or conducted in



New York State as well as the number of school districts participating in each survey.

- (b) Performance – Provide three specific references who may be contacted to assist in judging past Vendor performance. Each reference should include the name, business address and current telephone number of an individual who is qualified to judge the Vendor’s past or current work. **Provide full reference information using Attachment 1.**

#### **Part D. Project Management.**

- (a) Organization of Project – Provide a functional organizational chart for the project representing how the project will be managed.
- (b) Project Direction – Identify the manager responsible for the project and all key staff, consultants and subcontractors.
- (c) Qualifications of Project Staff – Describe the qualifications of key staff, retained consultants and subcontractors and the role they will play in this project. Provide biographical sketches/resumes for all key staff and consultants in the Appendix (Part E).
- (d) Quality Control – Describe how the organization assures the quality of major projects, including monitoring progress and identifying and addressing issues and problems as they arise.
- (e) Communications with OASAS – Propose procedures and methods for coordinating effort with OASAS, reviewing progress, and identifying and resolving issues and problems.

#### **Part E. Appendix to Technical Proposal**

The Appendix to the Technical Proposal is an integral part of the Technical Proposal, i.e., Part E. The first page of Part E should be titled “Part E – Appendix to Technical Proposal.” The first page of this Appendix should include only the Table of Contents for the appendix, indexing all appendix materials referenced within Parts A through D. Contents of the Appendix include, but are not limited to: biographical sketches, a sample of a scannable form from a previous survey conducted by the vendor, a sample of a report produced by the vendor from a statewide survey.

**No points are assigned to Part E.** The Appendix supports the other parts of the proposal and will not be separately evaluated and scored. However, materials in the appendix are critical to evaluation of the other parts and the Appendix includes material that is “mandatory” for the proposal to be reviewed.

#### **4.4.3 Cost Proposal.**

Each Bidder must submit **one (1) original** and **two (2) copies** 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.

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



The Cost Proposal shall include:

1. *APPENDIX B - Cost Proposal Form.* Costs should incorporate all Successful Bidder expenses associated with providing and completing all work and services within this RFP. When completing APPENDIX B, Bidders should take into account the following:

Some of the expected costs of conducting the YDS will vary depending on the size of the survey. Specifically costs are likely to vary based on:

- The number of survey forms to be printed,
- The number of school districts or individual schools participating in the survey, and
- The number of reports to be produced for counties and school districts.

Other costs can be expected to be relatively fixed, for instance form design, protocol development, report design, data analysis, and production of data files.

OASAS is in the process of contacting school district superintendants to secure participation of school districts based on its sample design. It is not possible at this time to precisely estimate the size of the survey. However, OASAS has determined minimum and maximum survey size estimates to enable potential bidders to develop proposals. (See APPENDIX B.)

Bidders must propose a price for the minimum survey size and another price for the maximum survey size. The negotiated contract will guarantee a minimum award amount based on the minimum survey size estimated regardless of the actual realized survey size. Cost proposals will be evaluated based on the average of the price for the minimum survey size and the price for the maximum survey size.

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

Administrative, Technical and Financial Proposals must be submitted separately in sealed packages, each clearly identified on the outside with: “*Type of Proposal, OASAS Project No. 14001YDS and Bidder’s name.*” Proposals must be received before **5:00 PM, EST, on June 9, 2014** to:

OASAS Project No. 14001YDS  
Bureau of Financial Management – Contracts and Procurements, 4<sup>th</sup> Floor  
New York State Office of Alcoholism and Substance Abuse Services  
1450 Western Avenue  
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.

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

**Late proposals will not be considered for award.**

#### **4.6 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
  - 1. A respondent may submit a modified proposal up until the proposal due date and time.
  - 2. Only the last timely version of the proposal will be considered.
- E. Confidential/Proprietary Information
  - 1. 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.

## **SECTION 5 – PROPOSAL EVALUATION AND SELECTION**

### **5.1 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 be continued in the evaluation process. Conversely, those submissions deemed as incomplete shall be removed from further consideration. The Mandatory Requirements, or essential individual proposal contents, that must be submitted in order for the proposal to be determined to be complete and responsive are as follows:

- A. Administrative Proposal containing the required information specified in *Section 4.4.1, Administrative Proposal* and clearly identified on the outside.
- B. Technical Proposal (1 original/4 copies), packaged separately from the Administrative and Cost Proposals and clearly identified on the outside.
- C. Cost Proposal (1 original/2 copies) including Appendix B, signed and packaged separately from the Administrative and Technical Proposals and clearly identified on the outside.

Non-responsive proposals will not be evaluated.

### **5.2 Negotiations During the Bidding Process**



OASAS expects to have direct access to the Bidder's personnel who have full authority to make commitments on behalf of the Bidder. Bidders must include, as part of their bid, any restrictions under which their primary negotiations will operate.

### 5.3 Evaluation Methodology

All proposals that pass the completeness review and are deemed responsive to the proposal criteria shall be ranked based upon 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 – Organizational Summary (Scoring weight – 0 points)

All information listed in Section 4.4.2, for Part A is required.

Part B – Narrative Work Plan (Scoring weight – 55 points)

Each sub-part of the Narrative Work Plan will be rated based on whether the vendor demonstrated all of the following (wherever appropriate):

- Understanding of the volume and complexity of the work to be done;
- Previous experience in doing this type of work;
- Identification of staffing and other resources required to accomplish the work including the type of skills needed; (More detailed information is required in Part D.)
- Identification of key staff and/or subcontractors (including consultants) responsible for the work; (Include biographical sketches for key staff and subcontractors in Part E, Appendix to the Technical Proposal.)
- Ability to marshal the required staffing, consultation or other resources needed, including whether the resources are already available or must be obtained;
- A plan to get the work done within the required time frames.

The Narrative Work Plan consists of the following parts which are scored as follows:

Part B.1 -- Overview (3 points)

Part B.2 -- Instrument Development and Printing of Survey Forms (5 points)

Part B.3 -- Sample Design and Recruitment (5 points)

Part B.4 -- Survey Administration (5 points)

Part B.5 -- Data Entry or Scanning (5 points)

Part B.6 -- Data Analysis (5 points)

Part B.7 -- Production of a State, County and School Reports (5 points)

Part B.8 -- Production and Acceptance of OASAS Data File (5 points)

Part B.9 -- Maintenance and Use of Data and Paper Survey Forms (5 points)

Part B.10 -- Timeframe for Conduct of the Survey (5 points)

Part B.11 -- Minimum and Maximum Survey Participation and Sample Size (5 points)

Part B.12 -- Participation by School Districts and Schools Not Sampled by OASAS (2 points)



Part C – Vendor’s Qualifications (Scoring weight – 13 points)

The Evaluation Team will assess:

- The level of relevant organizational experience, especially regarding large scale, statewide school surveys;
- Demonstrated experience in all aspects of the Scope of Project;
- Prior performance as determined from references.

**Note:** *OASAS reserves the right to investigate all references and prior clients/ customers referred to in submitted proposals.*

Part D – Project Management (Scoring weight – 12 points)

The Evaluation Team will assess:

- Adequacy of the project’s proposed management structure for the conduct of a large scale school survey;
- Adequacy of quality control procedures proposed;
- Adequacy of the qualifications of staff assigned to various components of the project;
- Adequacy of the proposed methods for communicating and coordinating effort with OASAS.

**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 lowest “Average of Bids for Minimum and Maximum Survey” awarded the maximum available points (i.e., 20 points). Other proposals will be rated based on an inverse relationship between price and possible points (the greater the price the lower the points).

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

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

#### 5.4 Method of Award

The Bidder with the highest Final Composite Score shall be selected for award.

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

1. Minority, Women Owned, or Small Business Entities.
2. Bidder with the lowest cost.
3. Bidder with the most qualifying experience.

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*.



## **5.5 Notification of Award**

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

## **5.6 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 of their notification 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.

## **5.7 Contract Period**

Unless modified as provided herein, the resulting contract will be effective for one (1) year from **September 1, 2014 through August 31, 2015**, following approval by the Attorney General and the Office of the State Comptroller. 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.

# **SECTION 6 – ADMINISTRATIVE INFORMATION**

## **6.1 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.

## **6.2 Funding**

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

## **6.3 Subcontracting**

Except for the printing of the survey forms, all proposed subcontracts are subject to OASAS approval.

## **6.4 Method of Payment.** Payments by the State shall be made upon the completion of the services herein provided for to the satisfaction of OASAS.

## **6.5 Invoice Preparation and Submission.**



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:

OASAS  
c/o NYS OGS Business Services Center  
P.O. Box 2117  
Albany, NY 1220-0117

## 6.6 General Terms and Conditions

1. At the discretion of OASAS, any bidder may be requested to provide a clarification of its proposal.
2. OASAS may disqualify the awardee if it is determined that false or inaccurate information has been submitted by a Bidder with regard to proposed candidates, and at OASAS' sole discretion, award the contract to one of the other original Bidders, based on the Bidders' best value scores.
3. Submission of a response to this solicitation shall not be construed as a commitment of any sort by OASAS.
4. 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.
5. 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.
6. Public announcements or news releases pertaining to this bid or contract shall not be made public without prior approval from OASAS.
7. OASAS reserves the right to:
  - a. 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.



- b. Change any of the scheduled dates.
- c. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent RFP amendments.
- d. Withdraw the RFP at any time, at OASAS' sole discretion.
- e. Make an award under the RFP in whole or in part.
- f. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
- g. Seek clarifications and revisions of bid proposals.
- h. Reject any and all bid proposals received in response to this procurement.
- i. 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.
- j. 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.
- k. 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.
- l. Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the RFP.
- m. 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.
- n. Negotiate with the selected Bidder within the requirements of this procurement to serve the best interests of the State.
- o. Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder.

**6.7 Non-responsibility Determinations.** By signing this IFB, the Bidder certifies that all information provided as a result of this IFB 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.

**6.8 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.

**6.9 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 7 - CONTRACT CLAUSES AND REQUIREMENTS**

### **7.1 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 Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

### **7.2 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 20% for MWBE participation, 8% for Minority-Owned Business Enterprises (MBE) participation and 12% 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: <https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp>. 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 (Bidder) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #1 (APPENDIX U) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OASAS.
- B. OASAS will review the submitted MWBE Utilization Plan and advise the Bidder of OASAS acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder 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 or via fax at (518) 485-8041, 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 Bidder and direct the Bidder 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.
- D. OASAS may disqualify a Bidder as being non-responsive under the following circumstances:
  - (1) If a Bidder fails to submit a MWBE Utilization Plan;
  - (2) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (3) If a Bidder fails to submit a request for waiver; or
  - (4) If OASAS determines that the Bidder 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 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 or via fax at (518) 485-8041 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 Bidder/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 subcontractors 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 non-responsiveness, 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.

- 7.3 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:



- a. legal authority,
- b. integrity,
- c. financial and organizational capacity, and
- d. 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.

**7.4 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.
  - b. Total number of hours worked by such employees for each employment category.



- c. 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/>,

- 7.5 Information And Applications.** (<http://www.its.ny.gov/policy/NYS-P08-005.pdf>) which requires that all NYS agencies' web sites provide universal accessibility to persons with disabilities. The Prime Contractor agrees to apply the most current version of these guidelines and related standards.
- 7.6 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.
- 7.7 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.

**7.8 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-220-TD 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>.

**7.9 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 therefrom sustained by one person in anyone 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 therefrom sustained by two or more persons on anyone 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.

**7.10 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.***

**7.11 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.

**7.12 Non-Collusive Bidding Practices. (ATTACHMENT 4)** 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.

**7.13 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 Offerer/Bidder during the procurement process. An Offerer/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 Offerer/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 Offerer/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.

**7.14 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 ensuring the confidentiality of patient records and information in accordance with 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records. 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.

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

**7.16 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.

**7.17 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/Offerers 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.

**7.18 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 8 - TERMINATION**

### **8.1 Termination.**

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)

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.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (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 non-collusive bidding certification on Contractor's behalf.

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

**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  
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>

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/Offerers 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

**Project Cost**

Some of the expected costs of conducting the YDS will vary depending on the size of the survey. Specifically costs are likely to vary based on: the number of survey forms to be printed; the number of school districts or individual schools participating in the survey; and the number of reports to be produced for counties and school districts. Other costs can be expected to be relatively fixed, for instance form design, protocol development, report design, data analysis, and production of data files.

OASAS is in the process of contacting school district superintendants to secure participation of school districts based on its sample design. It is not possible at this time to precisely estimate the size of the survey. However, OASAS has determined minimum and maximum survey sizes to enable potential bidders to develop proposals. Bidders must propose a price for the minimum survey size and another price for the maximum survey size. The negotiated contract will guarantee a minimum award amount based on the minimum survey size expected regardless of the actual realized survey size. Proposals will be evaluated based on the average of the price for the minimum survey size and the price for the maximum survey size.

### Bids for Estimated Minimum and Maximum Size of the Youth Development Survey

	Minimum		Maximum	
	Size	Price	Size	Price
<b>Variable Cost Factors</b>				
Survey Forms Needed				
Students participating	75,000	\$	150,000	\$
Questionnaires required (English)	100,000		200,000	
Questionnaires required (Spanish)	3,000		6000	
School Districts and Schools Participating				
Public school districts participating	80	\$	160	\$
Public schools participating	200		400	
Diocesan school districts participating	3		6	
Diocesan schools participating	50		100	
Other non-public schools participating	10		20	
Profile Reports to be produced				
County-level reports	25	\$	45	\$
Public school district reports	80		160	
Diocesan school district reports	3		6	
Other non-public school reports	10		20	
<b>Fixed Cost Factors</b>				
All Fixed Cost Factors	\$			
<b>Bids for Minimum and Maximum Survey</b>		\$		\$
<b>Average of Bids for Minimum and Maximum Survey</b>	\$			

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

## APPENDIX H

### 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 End Of The Contract Term</b></p>
--

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

## 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, 4<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.



# APPENDIX L

## Offerer Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

### Background:

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

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

### 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 Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

#### Offerer Affirmation

Offerer 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)

### Offerer 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 Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

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

#### **Instructions:**

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

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)

### Offerer 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: \_\_\_\_\_

Offerer 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)**

**Offerer 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 Offerer 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 Offerer 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 Offerer submits its proposal, bid or other form of offer.

**Offerer 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**

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



# Contractor Certification

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

# ST-220-TD

(12/11)

**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)*







# Contractor Certification to Covered Agency

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

# ST-220-CA

(12/11)

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 of \_\_\_\_\_; and further that:

[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 information center.

# APPENDIX U

## 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.

Offerer's Name: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_  
 Address: \_\_\_\_\_ Solicitation No.: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
 Region/Location of Work: \_\_\_\_\_ M/WBE Goals in the Contract: MBE      %      WBE      %

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 OFFERER'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: \_\_\_\_\_

# APPENDIX U

## FORM 2 - REQUEST FOR WAIVER FORM

**INSTRUCTIONS:** See page 2 of this attachment for requirements and document submission instructions.

Offerer/Contractor's Name: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_

Address: \_\_\_\_\_ Solicitation/Contract No.: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ M/WBE Goals: MBE      %      WBE      %

**By submitting this form and the required information, the offerer/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.**

**Contractor is requesting a:**

1.  MBE Waiver – A waiver of the MBE Goal for this procurement is requested.       Total       Partial
2.  WBE Waiver – A waiver of the WBE Goal for this procurement is requested.       Total       Partial
3.  Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: \_\_\_\_\_

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

**SUBMISSION OF THIS FORM CONSTITUTES THE OFFERER/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>SUBMIT WITH THE BID OR PROPOSAL OR IF SUBMITTING AFTER AWARD, SUBMIT TO:</b></p> <p>Mr. James Carroll, Contract Management Specialist II Office of Alcoholism and Substance Abuse Services Bureau of Capital Management, 4<sup>th</sup> floor 1450 Western Avenue Albany NY 12203</p>	<p><b>*****FOR AGENCY USE ONLY*****</b></p> <p><b>REVIEWED BY:</b> _____</p> <p><b>DATE:</b> _____</p>
<p><b>WAIVER GRANTED:</b>   <input type="checkbox"/> YES      MBE: <input type="checkbox"/>      WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver      <input type="checkbox"/> Partial Waiver      <input type="checkbox"/> ESD Certification Waiver      <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued _____</p> <p><b>Comments:</b> _____</p> <p>_____</p> <p>_____</p>	

## 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 Offerer/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 Offerer/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, Offerer/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.**

# APPENDIX U

## 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.):**

1. Copy (ies) of the written agreement with certified M/WBEs (submit with first quarterly report).
2. 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:

Location of Work Performed:

3. Description of the work performed by the certified M/WBE in the reporting period (attach separate sheet if needed)
4. Dates of performance of the work by the certified M/WBE
5. Actual payments made to the certified M/WBE in the reporting period \$
6. 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.:

**QUARTERLY REPORTS SHOULD BE SUBMITTED BY THE 10<sup>TH</sup> DAY OF EACH QUARTER TO:**

Mr. James Carroll, Contract Management Specialist II  
Office of Alcoholism and Substance Abuse Services  
Bureau of Capital Management, 4<sup>th</sup> floor  
1450 Western Avenue  
Albany NY 12203

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

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

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

# APPENDIX U

## FORM 4 - EQUAL EMPLOYMENT OPPORUNITY STAFFING PLAN

**Submit with Bid or Proposal – Instructions on page 2**

**Solicitation No.:**

**Reporting Entity:**

Contractor     Subcontractor

**Subcontractor's name** \_\_\_\_\_

**Offerer's Name:**

**Report Includes:**

Work force to be utilized on this contract

Address:

Contractor/Subcontractor's total work force

City, State, Zip Code:

**Enter the total number of employees in each classification in each of the EEO-job Categories identified.**

EEO-Job Category	Total Work Force	Work Force by Gender		Work Force by Race/Ethnic Identification													
		Male	Female	White		Black		Hispanic		Asian		Native American		Disabled		Veteran	
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary/Apprentices																	
<b>TOTALS</b>																	

## 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 Offerer 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 Offerer 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 Offerer.
11. Check off the appropriate box to indicate if the Offerer 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 Offerers' 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**

# APPENDIX U

## FORM 5 - EQUAL EMPLOYMENT OPPORUNITY WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT

**Contractor No.:**

**Reporting Entity:**

Contractor

Subcontractor

**Reporting Period:**

January 1, 20 - March 31, 20

April 1, 20 - June 30, 20

July 1, 20 - September 30, 20

October 1, 20 - December 31, 20

**Offerer's Name:**

**Report Includes:**

Address:

Work force to be utilized on this contract

City, State, Zip Code:

Contractor/Subcontractor's total work force

**Enter the total number of employees in each classification in each of the EEO-job Categories identified.**

EEO-Job Category	Total Work Force	Work Force by Gender		Work Force by Race/Ethnic Identification													
		Male	Female	White		Black		Hispanic		Asian		Native American		Disabled		Veteran	
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary/Apprentices																	
<b>TOTALS</b>																	

## 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:** Mr. James Carroll, Contract Management Specialist II  
Office of Alcoholism and Substance Abuse Services  
Bureau of Capital Management, 4<sup>th</sup> 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**

# ATTACHMENT 1

## References

List names, addresses, telephone number, and fax number/e-mail address of three (3) business references and briefly describe the type of service provided.

By submitting a proposal in response to this RFP, the Bidder grants permission to OASAS to contact these references and others, who from OASAS's perspective, may have pertinent information.

### **Reference #1:**

---

Business Name

Address, State, Zip Code

---

Telephone Number

Fax Number

Email Address

Description of types of services provided:

### **Reference #2:**

---

Business Name

Address, State, Zip Code

---

Telephone Number

Fax Number

Email Address

Description of types of services provided:

**ATTACHMENT 1**  
**(continued)**

**Reference #3:**

---

Business Name	Address, State, Zip Code	
Telephone Number	Fax 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

REASON FOR NO BID: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT 3

### 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 4

## Non-Collusive Bidding Certification Required By Section 139-D of the State Finance Law

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**

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**ATTACHMENT 4 (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 4 (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

