



**Office of Addiction  
Services and Supports**

**Discretionary Funding  
Opportunity**

**Advertising for Prevention  
Media Campaign  
(Statewide)**

**(Creative, development &  
production)**

**OASAS Project No. SUPP1015-B**

**Date Issued: 03/10/2023**

**Proposal Due Date: 03/31/2023**

**Amended Proposal Due Date: 04/07/2023**

# 1 Purpose

The New York State Office of Addiction Services and Supports (OASAS) intends to contract with a vendor, pursuant to its discretionary authority under State Finance Law §163(6), permitting discretionary purchases up to \$500,000. The vendor will provide their expertise and develop a comprehensive positive behavioral health change public awareness and advertising campaign, addressing prevention of substance use/ misuse. According to the World Health Organization (WHO), “A health campaign follows a specific sequence that moves the target audience from awareness of an issue towards a behavior resulting in a specific health outcome. An effective campaign must also adapt to, and consider the context of, the community it serves.” The intent of this initiative is to reach New York State’s vulnerable populations with culturally responsive behavioral health messaging to affect positive change. The overarching goals of the campaign are to:

- Reduce the prevalence of substance use and misuse in the New York population;
- Delay the initiation of substance use/misuse among youth and other vulnerable populations;
- Decrease the negative health, social, and economic consequences and costs associated with substance use/misuse across the lifespan;
- Prevent the escalation of substance use/misuse through early identification, brief intervention and referral; and
- Prevent the escalation of substance use/misuse behaviors to levels requiring treatment.

***This solicitation does not include the media buy.***

**This procurement opportunity is limited to New York State businesses certified pursuant to Article 15-A and Article 17-B of the New York State Executive Law.**

Target Audience for campaign: Although the primary focus will be youth, young adults, and families, there may be instances when public awareness messaging will be focused over the lifespan.

Anticipated Term: Through September 30, 2025 with a maximum funding of \$500,000 for entire term, based on availability of funds.

## 2 Information About OASAS

### 2.1 Mission

To improve the lives of all New Yorkers by leading a comprehensive premier system of addiction services for prevention, treatment, and recovery.

## 2.2 Vision

A future where New York State (NYS) has safer alcohol consumption and helps individuals trying to make safer choices in their lives with respect to substance use and gambling.

## 2.3 Overview

OASAS oversees one of the nation's largest addiction services systems with nearly 1,700 prevention, treatment, and recovery programs. OASAS addiction treatment programs serve over 680,000 individuals every year. OASAS:

- Provides accessible, cost-effective quality services;
- Strengthens communities, schools, and families through prevention;
- Helps individuals improve their lives through linkage to services needed and treatment if desired;
- Meets individual needs through specialized services;
- Fosters partnerships for improved services;
- Links programs with research to improve results;
- Plans for the future and aims to improve and strengthen harm reduction, prevention, treatment and recovery services;
- Promotes a productive, well-trained workforce; and
- Provides hope for happier, healthier lives.

OASAS plans, develops, and regulates the State's system of substance use disorder and gambling treatment agencies. This includes the direct operation of 12 ATCs, which provide inpatient rehabilitation services to approximately 8,000 individuals per year. OASAS inspects and monitors over 900 addiction treatment programs to guarantee quality of care and to ensure compliance with state and national standards.

OASAS also monitors gambling and substance use trends in the State; provides a comprehensive education and prevention program through approximately 160 school-and community-based providers; promotes public awareness and citizen involvement through community action groups; pursues state, federal and private sources of funding for services; links clients served by other agencies and within the criminal justice system to addiction services; provides education and training for persons working with clients; and administers the credentialing of alcoholism and substance abuse counselors (CASACs) as well as prevention practitioners and prevention specialists.

OASAS is the single designated State agency responsible for the coordination of State-Federal relations in the area of addiction services.

### 3 Discretionary Opportunity Details

#### 3.1 Timeline of Key Events

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Discretionary Funding Opportunity Release Date	03/10/2023	
Deadline for Submission of Written Questions and Requests for Clarification	03/15/2023	5:00 PM EST
Anticipated Release of Answers to Inquires by OASAS	03/17/2023	
Proposal Submission Due Date and Time	<del>03/31/2023</del> 04/07/2023	5:00 PM EST
Anticipated Selection of a Vendor	04/14/2023	
Anticipated Contract Start Date	07/01/2023	

#### 3.2 Funding Details

Funding for this project is contingent upon the availability of funds in the state and/or federal budgets and the number of eligible applicants that respond to this announcement.

OASAS intends to award one (1) Statewide contract to provide the services outlined herein totaling no greater than \$500,000 for the term of the contract.

#### 3.3 Eligibility Criteria

To meet the eligibility criteria vendors must meet **all** the below requirements:

1. Operate as a New York State Certified Minority and Women Owned Business Enterprise OR a New York State Certified Service-Disabled Veteran-Owned Business.
2. Must have a minimum of two years of experience in creating, developing, and testing positive behavioral health change or two successful campaigns related to substance use/misuse prevention.

#### 3.4 Scope of Work/Deliverables

Based on OASAS's needs/requests, the Selected Vendor will be required to provide the following services over the term of the contract:

- Create and implement approximately 5-7 prevention focused positive behavioral health change campaigns including a component addressing social norms misperceptions within the selected target audiences.
- Focus groups with targeted audiences will need to be completed at the start of the grant focus groups should include youth, caregivers, members of historically

oppressed communities, school personnel and others as determined by OASAS. Focus groups must be completed for each campaign or change in target audience.

- Each campaign should be unique and include a variety of marketing channels. These channels may include but are not limited to 30-second video spots, 30-second audio spots, digital spots for various audiences, social media spots, and out-of-home spots (billboards, mass transit, subway/railway/ferry, bus cards, sporting events, targeted TV/radio programs).
- All campaigns must be in Spanish and English.
- All video creative campaigns must include closed captioning.
- Be prepared to modify out-of-home sizes based on specifications.
- Have a mechanism and be willing to customize materials for different regions in New York State
- Modify and adjust messages throughout the year and develop seasonal and time-sensitive messaging.
- Be prepared to provide assurance to meet all the deliverables.
- Meet with OASAS staff to collect all plans for campaign messages and provide a summary with outcomes clearly listed in the budget. If the budget is not achievable, the Selected Vendor must explain and discuss this with OASAS early in the planning process.
- The Selected Vendor will work with OASAS to arrive on final approvals on all campaign materials.
- The Selected Vendor will work with OASAS and their NYS contracted media buyer on placements and required specifications.
- Must meet all deadlines.
- The total of all invoices submitted must be within the total allocated budget for the entire contract term.
- The Selected Vendor will provide a detailed schedule with necessary meetings required to fulfill the first campaign launch date within two weeks after receiving notification of contract award.
- At the end of the contract term, the Selected Vendor will be required to provide one single document that contains all materials produced over the term of the contract.
- Must work collaboratively with media buyer to provide a summary of outcomes for each campaign.

### 3.5 Proposal Requirements

Vendors must submit a proposal in writing with the following elements below; and, if selected as a finalist, be prepared to present to an OASAS review team via a live WebEx.

1. Include the name of the vendor, address, website, contact person, email address, and phone number.
3. The vendor must provide detail as to how they meet the requirement of a minimum of two years of experience in creating, developing, and testing positive behavioral health change or provide two successful campaigns related to substance use/misuse prevention.
2. Three (3) references must be provided using Attachment 1, preferably for work pertaining to the prevention of substance use in youth and over the lifespan. Preference will be given to applicants whose references can verify the implementation of a successful positive behavioral health change campaign focused on substance use/misuse prevention. One reference should demonstrate a successful collaboration with a media buyer. The vendor should verify that the references are reachable before submitting the contacts to OASAS.
3. The vendor should submit sample(s) of a positive behavioral health change campaign developed for another client representing a creative approach to address a topic utilizing data and research. The vendor should provide a written explanation of the data-driven process used to develop the campaign. The vendor must also discuss how they measured campaign effectiveness for the client and provide outcomes for the sample campaign.
4. The vendor should explain their experience with, and methods for, testing campaigns within the intended communities. The vendor should include a description of qualitative and quantitative methods used in the process.
5. The vendor should explain how data-driven processes will be used to create and develop a campaign that will reach the target audiences.
6. The vendor should explain the process they would use to develop the campaign(s) and their collaboration with stakeholders and OASAS.
7. The vendor should explain their expertise to advise on marketing channels including, but not limited to, targeted TV/radio opportunities, social media, digital, out of home spots (billboards, mass transit, subway/railway/ferry, bus cards, sporting events), and other events.
8. The vendor should describe how they develop a campaign in the most efficient manner with maximum return on investment.
9. The vendor must provide a per-campaign cost estimate using **Attachment 2 – Budget Form** based on all the deliverables outlined above.

**Additional Considerations:**

- The Applicant can provide information demonstrating how the Applicant fosters racial, ethnic and gender diversity within the organization's workforce. Such demonstration shall include:
  - the organization's policy on workforce diversity;
  - workforce demographics demonstrating the organization's current workforce diversity; and

- efforts the Applicant will undertake to foster workforce diversity as it relates to operations.

### 3.6 Finalist

Finalist(s) may be invited to formally present their proposal in greater detail to an OASAS review team via a live WebEx. Finalists may be asked to provide an oral presentation with supporting handouts. Finalists should be prepared to present, in detail, a new campaign to address a topic of their choosing pertaining to substance use/misuse prevention and behavior change. The topic should be relevant to what the Finalist believes would be beneficial based on research and opinion. This will provide an opportunity for the Finalist to convey creativity and ability to partner with OASAS on this contract.

### 3.7 Submission of Written Questions and Requests for Clarification

There will be an opportunity for questions and requests for clarification. All questions and requests for clarification must be submitted in writing via email to [Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov) and include "OASAS Project No. SUPP1015-B" as the subject line no later than **5:00 PM EST on 03/15/2023**. Answers will be issued on or around **03/17/2023** and will be returned via email reply to all interested parties. Vendors who are interested in receiving the Questions and Answers response but did not submit any questions should email [Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov) and request to be included in the Questions and Answers response.

**OASAS will not accept or respond to telephone inquiries. All questions and requests for clarification must be in writing and directed to [Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov).**

### 3.8 Method of Award

OASAS will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "Optimizes quality, cost, and efficiency among responsive and responsible offerors" shall be selected for award.

### 3.9 Submission Date

To apply for this contracting opportunity, vendors should submit proposals in writing via email to [Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov) no later than **5:00 PM EST on 03/31/2023 04/07/2023** and include "OASAS Project No. SUPP1015-B" as the subject line. All proposals must be received by this date and time.

### 3.10 OASAS Reserved Rights

OASAS reserves the right to:

- A. Prior to the bid opening, amend or modify the Discretionary Funding Opportunity specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- B. Change any of the scheduled due dates.
- C. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent Discretionary Funding Opportunity amendments.
- D. Withdraw the Discretionary Funding Opportunity at any time, at OASAS' sole discretion.
- E. Make an award under the Discretionary Funding Opportunity in whole or in part.

- F. Eliminate any mandatory, non-material specifications that cannot be complied with by all 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's 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 correction of simple arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal 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 the contract as it deems necessary to ensure safe and satisfactory work.
- L. Waive minor irregularities and/or omissions in bids, if in the best interest of the State.
- M. In its sole discretion, reject illegible, incomplete, or vague bids.
- N. Re-solicit offers from the vendor community by republishing and re-advertising this Discretionary Funding Opportunity.
- O. Have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented, or furnished by the Bidder under any agreement resulting from this RFP.
- P. Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the Discretionary Funding Opportunity.
- Q. Disqualify a Bidder from receiving the award if such Bidder, or anyone in the Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- R. Negotiate with the selected Bidder within the requirements of this procurement to serve the best interest of the State.
- S. Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder.
- T. Waive any requirement that is not material.
- U. Utilize any and all ideas submitted in the proposals received, except those that are specifically identified by a Bidder as "trade secrets."
- V. Use proposal information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
- W. Cancel or modify contracts due to the insufficiency of appropriations.
- X. Accept proposals after the due date for submission for good cause, if in the sole discretion of OASAS good cause has been established.

## 4 Discretionary Opportunity and Contracting Requirements

### 4.1 Appendix A

The Contract resulting from this discretionary funding opportunity will be governed by Appendix A,



Standard Clauses for all New York State Contracts, which will be incorporated therein and made a part thereof. A copy is available at <https://ogs.ny.gov/procurement/appendix>. The Selected Vendor will signify its acceptance of the terms and conditions of Appendix A by delivery of the goods or services and/or by acceptance of payment.

#### 4.2 **Article 15-A and Executive Order No. 162**

Pursuant to New York State Executive Law Article 15-A and Executive Order No. 162, the Contract resulting from this discretionary funding opportunity will include Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women-Owned Business Enterprises (MWBE); Equal Employment Opportunities for Minority Group Members and Women; and Pay Equity by State Contractors. The applicable forms will be provided to the Selected Vendor and are available upon request.

#### 4.3 **Article 17-B of the NYS Executive Law**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OASAS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OASAS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, the Selected Vendor is strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this discretionary funding opportunity, OASAS conducted a comprehensive search and determined that the Agreement does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to the Selected Vendor. Nevertheless, the Selected Vendor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>.

The Selected Vendor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

#### 4.4 **NYS Vendor Responsibility Questionnaire**

The New York State 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.

New York State 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 vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <https://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at [https://www.osc.state.ny.us/vendrep/info\\_vrsystem.htm](https://www.osc.state.ny.us/vendrep/info_vrsystem.htm).

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact OSC'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).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at [www.osc.state.ny.us/vendrep/vendor-responsibility-forms](http://www.osc.state.ny.us/vendrep/vendor-responsibility-forms) or via contacting 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 the vendor's proposal submission.

If the vendor'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.

## 4.5 Ethics Compliance

All 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 Successful Vendor 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.

## 4.6 Non-Collusive Bidding Practices

The Selected Vendor shall be required to certify that, to the best of their 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 discretionary funding opportunity bid response 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 discretionary funding opportunity bid response for the purpose of restricting competition.

## 4.7 Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this discretionary funding opportunity includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139- j(3)(a). Designated staff, as of the date hereof, is identified in this solicitation. OASAS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes.

Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period; the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the following web address: <https://ogs.ny.gov/acpl>.

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

## 4.8 Executive Order (EO) 177

In accordance with Executive Order (EO) No. 177, the Selected Vendor shall be required to certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 does not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

## 4.9 Executive Order (EO) 16 Requirements

In accordance with Executive Order No. 16, State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia. On March 24, 2022, the United States, in coordination with the European Union and the Group of Seven (G-7), imposed sanctions on an additional 400 Russian individuals and entities. The federal sanctions include efforts to block moves by Russian entities and individuals to evade the sanctions imposed or to use international reserves. While the federal sanctions seek to target specific entities and individuals within Russia, Executive Order No. 16 is intended to ensure that New York State is not entering into contracts with entities conducting business in Russia and thereby indirectly supporting Russia's unjustified war against the Ukrainian people.

Selected Vendor shall be required to certify that it does not conduct business operations in Russia within the meaning of Executive Order No. 16.

## 4.10 Ethics Requirements

The Selected Vendor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Selected Vendor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under the Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Selected Vendor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Selected Vendor or its Subcontractors derived from the Contract.

The Selected Vendor shall be required to identify and provide the State with notice of those employees of the Selected Vendor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Selected Vendor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics (JCOPE). The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

## 4.11 Conflict of Interest

The Selected Vendor shall be required to disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this discretionary funding opportunity. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

The Selected Vendor shall be required to disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

The Selected Vendor shall be required to provide an attestation that its performance of the services does not and will not create a conflict of interest with nor position itself to breach any other contract currently in force with the State of New York. Furthermore, the Selected Vendor shall be required to attest that it will not act in any manner that is detrimental to any State project on which it is rendering services.

## 4.12 Indemnification

The Selected Vendor 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 Selected Vendor, its officers, agents, or employees, or the failure by the Selected Vendor, 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.

#### **4.13 Tax and Finance Clause**

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 can be found at:  
[https://www.tax.ny.gov/forms/other\\_sales\\_tax\\_forms.htm](https://www.tax.ny.gov/forms/other_sales_tax_forms.htm).

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  
<https://www.tax.ny.gov/>.

#### **4.14 Workers Compensation and Disability Certifications**

Section 57 and 220 of the New York State Workers Compensation Law (WCL) provide that OASAS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with OASAS, the Selected Vendor will be required to verify for OASAS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL.

#### **4.15 Public Officers Law**

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction

in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority.

#### **4.16 Article 9-§139-I Statement of Sexual Harassment**

In accordance with New York Consolidated Laws, State Finance Law, Article 9-§139-I Statement on Sexual Harassment, Selected Vendor shall certify that it has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

An award shall not be made to a Selected Vendor who has not complied with subdivision one of §139-I; provided, however, that if the Selected Vendor cannot make the foregoing certification, such vendor shall so state and shall furnish a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made to the state or any public department, agency or official thereof, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by subdivision one of this section, shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

#### **4.17 Subcontracting**

The Selected Vendor may arrange for a portion(s) of its services specified in the scope of this discretionary funding opportunity to be subcontracted to qualified, responsible subcontractors, subject to approval of the OASAS. However, subcontracting of services will be limited to \$50,000 for non-MWBE.

If the Selected Vendor decides to subcontract a portion of the services required in the scope of services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this discretionary funding opportunity must be fully explained by the Vendor to the OASAS. As part of this explanation, the subcontractor must submit to the OASAS a completed Vendor Assurances of No Conflict of Interest or Detrimental Effect form as required by the Selected Vendor prior to execution of a contract.

A true, complete and current copy of each subcontract, if any, entered into by the Selected Vendor shall be in writing and must be maintained by the Selected Vendor and made available for review and inspection by OASAS upon request.

The Selected Vendor retains ultimate responsibility for all services specified in the scope and performed under the contract.

The OASAS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the OASAS or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the OASAS. Nothing in the subcontract shall impair the right of OASAS under the contract.

The Selected Vendor shall give the OASAS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Selected Vendor's duties and/or ability to deliver services under the contract. Any subcontract shall not relieve the Selected Vendor in any way of any responsibility, duty and/or obligation of the contract and the Selected Vendor shall take full responsibility for the acts and omissions of its subcontractors.

If at any time during performance under the contract, total compensation to a subcontractor providing services outlined in the scope exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

## 5 Attachments

### 5.1 References

#### OASAS Project No. SUPP1015-B

##### Attachment 1 – References

List names, addresses, telephone numbers, and fax numbers/email addresses of three (3) business references who have been verified as reachable. Briefly describe the type of service provided. By submitting a proposal in response to this discretionary funding opportunity the vendor grants permission to OASAS to contact these references and others, who from OASAS’s perspective, may have pertinent information.

#### **Reference #1:**

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Business Name	Address, State, Zip Code
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Contact Name	Telephone Number	Email Address
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Description of types of services provided:

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#### **Reference #2:**

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Business Name	Address, State, Zip Code
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Contact Name	Telephone Number	Email Address
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Description of types of services provided:

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Attachment 1 – References (continued)

**Reference #3:**

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Business Name	Address, State, Zip Code
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Contact Name	Telephone Number	Email Address
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Description of types of services provided:

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## 5.2 Budget Form

### Advertising Vendor for Overarching (Statewide) Campaign (creative, development & production) OASAS Project No. SUPP 1015-B

#### Attachment 2 - Budget Form

Provide costs for a comprehensive campaign using efficient means of advertising that would include all the following elements:

Campaign Development and Planning (research, strategy creation, closed captioning, initial reach, and messaging) \$ \_\_\_\_\_

Video Spots (minimum of two :30 spots) \$ \_\_\_\_\_

Audio Spots (minimum of two :30 spots) \$ \_\_\_\_\_

Digital Spots \$ \_\_\_\_\_

Social Media Spots \$ \_\_\_\_\_

Out-of-home Spots (billboards, mass transit, subway/railway/ferry, bus, sporting events, targeted TV/radio programs at minimum) \$ \_\_\_\_\_

Modify and adjust messaging throughout the year and develop seasonal and time sensitive messaging \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

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

Total Costs: \$ \_\_\_\_\_

*\*Cost per campaign will be used for scoring purposes.*