

**Request for Proposals (RFP)- 23013
New York State Problem Gambling and Addiction HOPEline**

Expected Timeline for Key Events:

EVENT	DATE	TIME
RFP Release Date	10/30/2023	
Deadline for Submission of Written Inquiries	11/14/2023	5:00 PM EST
Anticipated Release of Inquiries & Answers by OASAS	11/28/2023	
Bid Proposal Submission	01/09/2024	4:30 PM EST
Anticipated Contract Start Date	06/01/2024	

Email All Inquiries To:

Procurements@oasas.ny.gov

Subject: **RFP 23013 – NYS Problem Gambling and Addiction HOPEline**

No telephone calls will be accepted.

Mail Submission Of Proposal To:

Office of Addiction Services and Supports
Bureau of Financial Administration - Contracts & Procurements
1450 Western Avenue, 5th Floor
Albany, NY 12203
Attn: Nicole Gennarelli, Contract Management Specialist 2
RFP - 23013

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.

1 Table of Contents

1	INTRODUCTION	5
1.1	Purpose	5
1.2	Funding Available	6
1.3	Eligible Bidders	6
1.4	Funding Restrictions	6
1.5	Contract Period	6
1.6	Designated Contact for Bidder Communication	6
1.7	Definitions for this RFP	7
1.8	Bidder Conference	8
1.9	Written Inquiries	8
1.10	Clarifications or Modifications to the RFP	9
1.11	Bidder's Acceptance of Request for Proposal and Contract Provisions	9
1.12	Additional Information	9
2	SCOPE OF WORK/DELIVERABLES	9
2.1	HOPEline Staffing, Administration and Training	9
2.2	Requirements for Operating the HOPEline	10
2.3	Develop, Maintain and Implement Policies and Evaluations	12
2.4	Data Sources for Call Center	12
2.5	Database for Call Center	14
2.6	Reporting Requirements	14
2.7	Transition Requirements	15
3	PROPOSAL FORMAT AND CONTENT	16
3.1	Administrative Proposal	17
3.2	Fiscal Proposal	17
3.3	Technical Proposal	17
4	PROPOSAL SUBMISSION	20
4.1	Deadline and Instructions for Proposal Submission	20
4.2	Status of Information	21
5	EVALUATION OF PROPOSALS AND SELECTION	21
5.1	Completeness Review/Non-Responsive Proposals	21
5.2	Negotiations	22
5.3	Evaluation Process	22
5.4	Tie Breaker	23
5.5	Notification of Award	23
5.6	Debriefing	23
6	ADMINISTRATIVE INFORMATION	23
6.1	Method of Payment	23
6.2	Electronic Payment	24
6.3	Invoice Preparation	24

7	GENERAL TERMS AND CONDITIONS	25
7.1	OASAS Reserved Rights	25
7.2	Non-Responsibility Determinations	26
7.3	Proposal Security.....	27
7.4	Bidder Covenant	27
7.5	Termination	27
8	CONTRACT CLAUSES AND REQUIREMENTS	28
8.1	APPENDIX A - Standard Clauses for New York State Contracts	28
8.2	APPENDIX D – OASAS Standard Contract Provisions.....	28
8.3	MWBE and EEO Requirements (Attachment III).....	28
8.4	New York State Certified Service-Disabled Veterans (Appendix B).....	30
8.5	Diversity Practices (Attachment 6)	31
8.6	NYS Vendor Responsibility Questionnaire	31
8.7	Consultant Disclosure Law (Attachment VI)	32
8.8	Ethics Compliance	33
8.9	Indemnification.....	34
8.10	Tax and Finance Clause (Attachment VII)	34
8.11	Contractor’s Insurance Requirements.....	35
8.12	Worker’s Compensation and Disability Benefits Certifications.....	36
8.13	Important Notice Regarding NYS Freedom of Information Law (FOIL)	37
8.14	Confidentiality and Nondisclosure	37
8.15	Non-Collusive Bidding Practices (Attachment 4).....	37
8.16	Procurement Lobbying Law (Attachment 12).....	38
8.17	Regulations and Guidelines	38
8.18	Public Announcements	39
8.19	Acceptance.....	39
8.20	Subcontracting.....	39
8.21	Public Officers Law	40
8.22	Conflict of Interest	40
8.23	Executive Order 177.....	41
8.24	State Finance Law, Article 9- §139-I Statement on Sexual Harassment	41
8.25	HIPAA Business Associates Agreement.....	41
8.26	Nondisclosure & Confidentiality	41
8.27	Press Releases.....	42
8.28	Off Shore Restrictions	42
8.29	Criminal Justice Information Services (CJIS)	42
8.30	Legal Requests and Release of State Data to Third Parties Prohibited	43
9	REQUIRED ATTACHMENTS AT BID SUBMITTAL	43
10	APPENDIXES	44
11	REQUIRED ATTACHMENTS BEFORE CONTRACT EXECUTION	44

1 INTRODUCTION

1.1 Purpose

The New York State Office of Addiction Services and Supports (OASAS) is issuing this Request for Proposals (RFP) to responsive and responsible Bidders that can undertake all operational aspects of the New York State Problem Gambling and Addiction HOPEline (HOPEline).

The HOPEline provides referrals for individuals seeking Substance Use Disorder (SUD) treatment; gambling treatment; recovery and harm reduction referral / program information.

The HOPEline is a state-wide, 24/7/365 toll-free telephone hotline, 1-877-8-HOPENY (846-7369) that provides a critical public health service to individuals seeking information on, or referrals to New York state's comprehensive network of SUD and gambling treatment and recovery service programs and providers. The HOPEline receives and responds to over 42,000 calls annually (both inbound calls and outbound follow up crisis calls for defined high needs callers). Please see Appendix C for HOPEline contacts per year.

The HOPEline is staffed by specially trained and supervised mental health professionals with training in addiction and people with lived addiction experience or peer advocates that are available at the request of the caller. The special training includes modules and information to understand: the New York State SUD treatment, recovery and harm reduction infrastructure; the call center dialog to ensure the experience is consistent with OASAS expectations regarding the dialog between caller and HOPEline staff related to information gathered; referral to the OASAS system and OASAS messaging regarding patient centered interactions.

- Individuals may call or text the HOPEline to receive free and confidential information about addiction and problem gambling assessments, interventions, treatment, and support in New York State.
- HOPEline provides Crisis Intervention Support, including de-escalation and collaboration to connect to 911.
- HOPEline staff utilize the OASAS Resource Map Tool, to provide callers with a wide range of referral sources.
- Staff can collaborate with callers to locate resources that are most accessible to them using factors such as distance, hours of service, and different payment options. This includes Information and referrals to:
 - The full continuum (outpatient, inpatient, crisis, and residential) of OASAS-certified addiction and problem gambling treatment programs in New York State
 - Harm reduction supports
 - Problem Gambling Resource Centers (PGRC)
 - Recovery supports
 - Peer Engagement Specialists
 - Family Support Navigators
 - Youth Clubhouses
 - Open Access Centers

The HOPEline provides callers with access to bilingual staff to provide services in English and Spanish (as well as Bengali, Traditional Chinese, Haitian-Creole, Korean, and Russian). Staff also have access to real-time interpreter services to meet the needs of callers who speak any of 170+ other languages.

For out-of-state callers, HOPEline counselors utilize the SAMHSA database, which holds approximately 3,500 mental health, substance use and social service providers.

Continued, uninterrupted services is critical to ensure that the more than 42,000 annual HOPEline callers receive accurate assessment of, and referral to, the full complement of NYS addiction treatment and recovery support services.

1.2 Funding Available

All provisions of this RFP and the resulting contract award are contingent upon the availability of New York State funds, *and approval of the Attorney General, Office of the State Comptroller and Division of Budget (State budget).*

1.3 Eligible Bidders

For the purposes of this section and anywhere else in the RFP that Eligible Bidder is mentioned, Eligible Bidder shall mean the following:

Private, for-profit, and not-for-profit entities who have a minimum of two years' demonstrated experience operating a 24/7 referral helpline, specifically related to assessing and referring individuals for addiction and/or problem gambling and/or mental health services.

In addition to the requirements listed in this RFP, OASAS reserves the right to request from the Bidder any other evidence of experience, ability and financial standing.

1.4 Funding Restrictions

Funding awarded under this RFP can only be used for completion of services detailed in the Scope of Work section of this RFP.

1.5 Contract Period

Unless modified as provided herein, the resulting contract will be effective for a period of five (5) years, contingent upon continued appropriations.

1.6 Designated Contact for Bidder Communication

OASAS has assigned a Designated Contact for this 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 (OSC). To avoid violating State Finance Law or being

deemed non-responsive, a Bidder is restricted from making contact with any personnel of OASAS other than the Designated Contact regarding this RFP. Findings of non-responsibility can result in rejection of a contract award. The Designated Contact for this RFP is:

Nicole Gennarelli, Contract Management Specialist 2
Division of Fiscal Administration – Bureau of Contracts & Procurements
New York State Office of Addiction Services and Supports
E-mail: 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 via email to Procurements@oasas.ny.gov **prior to the date and time listed in the Expected Timeline for Key Events.**
3. Complaints filed by a Bidder stating the Designated Contact has failed to respond to written inquiries in a timely manner.
4. Negotiations after the proposal due date between the Successful Bidder(s) and OASAS for the purpose of generating a contract or purchase order.
5. Contacts by Bidder after the proposal due date to request the review of a contract award.
6. Contacts by Bidder 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 OSC 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 OSC; 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.

1.7 Definitions for this RFP

“Ad hoc:” Created or done for a particular purpose as necessary.

“Bid,” “Application,” “Solicitation Response,” and “Proposal:” Terms that may be used interchangeably meaning the documentation submitted by an entity in response to this solicitation.

“Bidder,” “Applicant,” and “Respondent:” Terms that may be used interchangeably meaning the entity responding to this solicitation.

“Call Abandonment:” A call or other type of contact initiated to a call center that is ended before any conversation occurs.

“Motivational Interviewing:” An evidence-based, conversation model for evoking and enhancing intrinsic motivation to change behaviors.

“Provider Data System (PDS):” OASAS database management system for managing provider and program information; a provider is an organization that manages one (1) or more OASAS programs. Providers in the PDS include substance use disorder, problem gambling, prevention, recovery, housing, and support, while program information includes service type, service location, certified capacity, Program Manager, and reporting start and stop dates. The PDS is linked to other data systems within the OASAS organization and, thus, is critical to many OASAS functions.

“Replacement Contractor:” The private, for-profit, or not-for-profit entity whose Bid is selected by OASAS in a future procurement to perform the HOPEline services.

“Secret Shopper:” A process where individuals pose as consumers to evaluate how call center staff are handling inquiries. This process can deliver unbiased and unfiltered insights into: Information about services provided by the agency or organization, competency of call center representatives and consistency and quality of consumer experience.

“Selected Bidder:” The private, for-profit, or not-for-profit entity whose Bid to perform the services under this RFP has been selected by OASAS.

“The Program Profile and Services Inventory (PPSI):” An inventory maintained by OASAS which contains information concerning the services provided by each treatment program in New York State and the clients targeted for those services. This information is used to respond to inquiries concerning the availability of the various types of services and may be used to make appropriate client referrals. Also, specific portions of the PPSI are used to generate the Program Profile Report that is accessible to the public through the OASAS Treatment Availability Dashboard and may be used by other referral systems.

1.8 Bidder Conference

No Bidder Conference will be held as part of this RFP.

1.9 Written Inquiries

There will be an opportunity for submission of written inquiries and requests for clarification regarding the RFP. All inquiries and requests for clarification of this RFP should cite the particular RFP section and paragraph number where applicable and must be submitted via email to Procurements@oasas.ny.gov with a subject line of **OASAS Project No.: 23013**. Written inquiries will be accepted **until the date and time listed in the Expected Timeline for Key Events**.

OASAS will not accept or respond to telephone inquiries. All inquiries and requests for clarification must be in writing and directed to Procurements@oasas.ny.gov.

The written inquiries and answers to all written inquiries will become part of this RFP and any resulting contract. With the exception of written inquiries concerning procedural bid

formatting or submission instructions, OASAS will not respond to written inquiries on an individual basis.

1.10 Clarifications or Modifications to the RFP

If deemed necessary by OASAS, an amendment or addendum to supplement this RFP may be issued and posted on the OASAS website at <https://www.oasas.ny.gov/procurement>. However, responsibility for staying abreast of any changes is the sole responsibility of the Bidder.

1.11 Bidder's Acceptance of Request for Proposal and Contract Provisions

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

1.12 Additional Information

OASAS retains the right to request any additional information pertaining to the Bidder's abilities, qualifications, and procedures used to accomplish all work outlined in the Scope of Work.

2 SCOPE OF WORK/DELIVERABLES

2.1 HOPEline Staffing, Administration and Training

The Selected Bidder must be able to maintain an organization sufficient to administer, manage, oversee and evaluate all operational aspects of the OASAS HOPEline. Staff resources must be sufficient to provide timely, comprehensive multi-lingual/bi-lingual responses to all calls and texts in order to meet the minimum Call Center Benchmarking Standards as outlined below. HOPEline services must include motivational interviewing, crisis intervention, information and referrals, follow-up and customer satisfaction surveys.

The following staffing and administration requirements must be maintained:

- a. For each shift, the clinical supervisor(s) must be either a Master's or Ph.D clinician in Social Work, Psychology or other related clinical field;
- b. Staffing requirements during each shift may include a combination of Bachelor and Master's level clinicians in Social Work, Psychology or other related clinical fields. OASAS certified peers should be available to respond when needed or able to respond within twenty-four (24) hours. Bidders may develop a triage approach for all calls and texts that may include a first point of contact with a staff with less than a Bachelor's degree. However, the assessment and determination of an appropriate referral must be done by a professional with a minimum of a Bachelor's degree in the above mentioned disciplines and the triage approach may not impact the required Call Center Benchmarking Standards outlined below. Bidders are encouraged to incorporate

Master's/Ph.D level student internships through New York Colleges/Universities as part of the HOPEline operator staffing patterns.

- c. There are four (4) Call Center Benchmarking Standards the Selected Bidder is to report on the monthly invoice (see also the Reporting Requirements section of this RFP) and will be subject to a potential ten percent (10%) reduction in monthly invoicing:
 - 1. Eighty-five percent (85%) of calls and texts should be answered within thirty (30) seconds.
 - 2. Average speed to answer within thirty (30) seconds.
 - 3. Call abandonment rate should not exceed ten percent (10%).
 - 4. Minimum customer satisfaction rates should be ninety percent (90%). Customer satisfaction will be measured by asking two customer satisfaction questions at the end of each call.
- d. To avoid a ten percent (10%) reduction, three (3) out of four (4) of the above Call Center Benchmarking Standards should be met every month. However, the customer satisfaction rate of at least ninety percent (90%) shall be met for three (3) consecutive months. If not, the third month will incur a ten percent (10%) withholding.
- e. OASAS has the right to review the qualifications, competency and designation of the professionals noted above.
- f. Provide regular supervision and call monitoring for quality assurance. This must include a minimum of two predetermined quality assurance measures for quality of calls, based on a set of criteria that the HOPEline staff must cover during the call. This must be incorporated into the staff's key job performance metrics, reported to OASAS in the monthly and annual report, and will be part of the measurements of call center benchmarks the Bidder is responsible for meeting.
- g. The Selected Bidder must identify a contact person designated to be the collaborator with OASAS to meet the specific requirements set forth herein.
- h. All staff will complete an approved crisis counselor training, motivational interviewing training, and an overview of OASAS referral services training before answering the HOPEline; and
- i. Coordinate training for all HOPEline staff on topics (by the Bidder or as identified by OASAS) related to SUD and problem gambling that will assist them in providing efficient, effective, educated referrals to services throughout New York State. This training must include motivational interviewing, crisis intervention, addiction, problem gambling and call/text-based interventions.

2.2 Requirements for Operating the HOPEline

- a. The HOPEline must be operational twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year;

- b. The HOPEline will not be closed for any reason except under natural disaster conditions or upon direction of OASAS. A contingency plan in case of inclement weather, emergencies, electrical failures or other situations must be developed and followed so there will be no interruption in service;
- c. Adhere to the Call Center Benchmarking Standards as outlined in the HOPEline Staffing, Administration and Training section of this RFP;
- d. All callers will be assessed for immediate crisis;
- e. Callers will receive motivational interviewing for incoming and follow-up calls by the staff;
- f. Staff will conduct brief screening and collect caller demographics in order to make the most clinically appropriate referral based on information obtained;
- g. Callers looking for treatment services will be referred to the program that is geographically closest, unless special circumstances are identified. Special circumstances apply if the caller: is an adolescent, has no insurance, is currently in crisis, is looking for a specific modality such as an Opioid Treatment Program (OTP), requires services in other than the English language, is looking for a program for the deaf or hearing impaired, is looking for self-help meetings or other specialized services identified by OASAS;
- h. All referrals for problem gambling must be connected to one (1) of seven (7) NYS Regional Problem Gambling Resource Centers, via warm transfer. These Resource Centers will be developed throughout the State of New York;
- i. Callers looking for prevention or educational programs will be referred to the prevention program that is geographically and demographically appropriate;
- j. Callers will be given the most appropriate referral based on the information received and standards set by OASAS;
- k. All callers should be asked to participate in a brief caller satisfaction questionnaire at the end of each call;
- l. All callers should be offered, and permission obtained for, a HOPEline staff member to follow up with them within two business days to check for safety and/or ensure referral and connections were made. During this follow-up call, the following should be provided:
 - 1. If the caller did follow up with referral information, provide any additional support or information to assist with this contact; or
 - 2. If the caller did not follow up with referral information, engage in motivational interviewing techniques and dialogue to encourage the caller to seek support;
- m. If the caller is requesting written material related to problem gambling and/or addiction, they will be referred to the OASAS Communications website and/or Communications mailbox for publications; and

- n. Staff will make every attempt to assist callers who identify they are seeking help for issues other than problem gambling, and/or addiction.

2.3 Develop, Maintain and Implement Policies and Evaluations

The Selected Bidder will be required to:

- a. Develop, implement and maintain a policies and procedures manual for the HOPEline;
- b. Develop scripts for staff to follow during the call, enhanced by motivational interviewing techniques. OASAS must approve all scripts prior to use by bidder's staff;
- c. Respond to the diversity of the communities in New York State, including culture, race, ethnicity, language, gender, sexual orientation, disabilities, age and hearing impaired or hearing impairment (access to TDD - Telecommunication Device for the Deaf);
- d. Pursuant to Executive Order No. 26.1 ("Statewide Language Access Policy"), provide voice and text menu prompts to the HOPEline in the required ten languages, including: Spanish, Chinese, Russian, Yiddish, Bengali, Haitian-Creole, Korean, Italian, Arabic and Polish. Bidders can obtain a copy of Executive Order No. 26.1 at https://www.governor.ny.gov/sites/default/files/atoms/files/EO_26.1.pdf; OASAS issued a Local Services Bulletin (LSB) which can be obtained at <https://oasas.ny.gov/language-access-services-oasas-programs#:~:text=The%20purpose%20of%20this%20LSB,or%20receiving%20addiction%20treatment%20services>.
- e. Enlist translation services for callers that speak alternate languages;
- f. Speak bi-weekly, or more frequently as needed, with OASAS to foster ongoing evaluation and improvements of the HOPEline services, and provide monthly and yearly reports describing performance data and what changes for improvement, if necessary, will be made; and
- g. Conduct evaluation of the effectiveness of the HOPEline including quality improvement (QI) measures, and Secret Shopper calls.
- h. Develop and implement corrective action plans for findings in QI measures or Secret Shopper calls.

2.4 Data Sources for Call Center

- a. OASAS will provide the toll-free telephone number, directly arranged with the telephone service company for this line, and the vanity code for the texting service. OASAS will continue to be the owner of such toll-free number, and the vanity code for the texting service, for the duration of any contract awarded as a result of this RFP, and as such the selected Bidder shall not have any claim to these numbers upon termination of any resulting contract.
- b. All communications, data, reports, correspondence, records and documents (paper or electronic) related to this service are the property of OASAS and will be treated as confidential. All such materials will be delivered to OASAS upon demand at any time,

including but not limited to, upon termination of any resulting contract awarded as a result of this RFP.

OASAS will provide data sources as follows:

- c. Data for certified programs that will be used for referral sources. See Appendix E which contains the file layout and transfer method for data. With the changing nature of information technology, OASAS reserves the right to require a different method for the referral sources in the future.
- d. In order to ensure that the most current data are available for referrals:

OASAS will provide data updates from its Provider Directory System (PDS) for the certified and/or funded providers managed in the PDS system to the selected Bidder at a scheduled time that is agreed upon between the selected Bidder and OASAS.
- e. Updates from PDS will be provided electronically via file transfer protocol, web service or other media/platform which can be accommodated by OASAS and the selected Bidder for data exchange.
- f. OASAS shall be expressly and solely responsible for maintaining: (1) data files provided to the selected Bidder from OASAS' PDS; (2) the OASAS website: www.oasas.ny.gov; and (3) the problem gambling database and contents thereof including, but not limited to the timeliness, accuracy and completeness of said database and its contents.

Selected Bidder's responsibilities:

- g. Provide an automated call center system;
- h. Ensure that only the most current data are used for referrals. Data is to be updated in its system daily, upon receipt from OASAS;
- i. Notify OASAS if data are not received or cannot be loaded successfully on schedule;
- j. Notify OASAS if data are not loaded into the Bidder's database on schedule, and provide a timeline for when the data will be loaded into its system and brought current;
- k. Incorporate any/all changes to their database system to accommodate changes to the OASAS PDS and Program Profile and Services Inventory (PPSI) resulting from required but unforeseeable modifications to the OASAS service delivery system which impact data transmitted and file layout;
- l. Provide updates of the service within the contract at no additional cost and will provide estimated time to complete the updates to OASAS for approval;
- m. Provide referrals from the following sources:
 - 1. the OASAS PDS and PPSI; and
 - 2. any other referral source identified by OASAS.

2.5 Database for Call Center

- a. Successful Bidder shall ensure the system is consistent and compliant with NYS standards and requirements as found at <https://its.ny.gov/tables/technologypolicyindex>
- b. Successful Bidder shall ensure all third-party software supporting the service (e.g., operating system, database, application server, etc.) remain at supported version levels and consistent with NYS standards and requirements.
- c. Successful Bidder shall ensure the reliability, security and availability of the hosting platform for the system. The system should be available 24/7/365 with exceptions for mandatory, planned maintenance outages. Scheduled outages should be at times agreeable to OASAS.
- d. The system shall be backed up daily and, in the event of failure, be able to be restored for use/fully operable within forty-eight (48) hours.
- e. Successful Bidder shall utilize industry standard database systems, such as Oracle or SQL Server, to meet information storage and referral requirements, and to support reporting requirements.

2.6 Reporting Requirements

- a. Successful Bidder shall produce an annual report summarizing the required data from the monthly reports submitted to OASAS within thirty (30) days after the end of each contract year.
- b. Successful Bidder shall provide OASAS with monthly reports by the fifteenth (15th) of each month, which include:
 1. Key Performance Indicators for calls and texts including Call Center Benchmarking Standards outlined in the HOPEline Staffing, Administration and Training section of this RFP.
 2. Gender and age of caller.
 3. Type of call by relationship to caller.
 4. Current alcohol and/or substance use.
 5. Current gambling type.
 6. Current gambling concern.
 7. How the caller heard about the HOPEline.
 8. Type of referral provided.
 9. Call breakdown by county.
 10. Primary language of the caller.
 11. Caller satisfaction results.
 12. Translation services provided.
 13. Number of accepted follow-up calls and outcome of follow-up calls.
 14. Clinical staffing patterns, including quality assurance measurement outcomes for staff.
 15. Trainings completed by staff.
 16. Any other indicator identified by OASAS.

Monthly reports must provide separate breakdowns of demographics, types of calls, types of referrals, county, and caller satisfaction rates for SUD and problem gambling.

- c. Successful Bidder shall provide ad hoc summaries, reports and data as these may be requested by OASAS.
- d. Successful Bidder shall provide monthly and yearly reports describing performance data and what changes for improvement, if necessary, will be made.

2.7 Transition Requirements

Transition Services to Successful Bidder

OASAS currently has a contract with a vendor to provide these services. If the Selected Bidder for the contract resulting from this RFP is not the current vendor, the Selected Bidder must accept from the current vendor the toll-free telephone number and the vanity code for the texting service. The Selected Bidder will also be provided copies of training manuals, the HOPEline scripts, copies of the policies and procedures that are currently in place, the most recent Annual Report, and all other written material to facilitate the successful transition of the operations of the New York State Problem Gambling and Addiction HOPEline.

OASAS anticipates a three-month transition period will be required to successfully transition services. OASAS will coordinate the transition of services with the current vendor and the Selected Bidder to assist in putting together a transition team for the ninety (90) days transition period. It is expected that both the current vendor and Successful Bidder will participate cooperatively and have the appropriate staff assigned during the transition period. OASAS will be involved in all of the transition activities.

Transition Services from Selected Bidder

OASAS may require the Successful Bidder for the contract resulting from this RFP to provide uninterrupted Services after contract termination/expiration ("Transition Services") as OASAS deems reasonable and necessary for OASAS to comply with all the legal requirements for establishing a new contract and transitioning to a replacement Contractor.

Upon reasonable notice, at any time during the final ninety (90) days of the contract that results from this RFP, the Selected Bidder shall provide to any replacement Contractor designated by OASAS, the toll-free telephone number, the vanity code for the texting service, copies of training manuals, the HOPEline scripts, copies of the policies and procedures that are currently in place, the most recent Annual Report, and all other written material to facilitate the successful transition of the operations of the New York State Problem Gambling and Addiction HOPEline.

The Successful Bidder to this RFP shall provide their expert and professional services to assist the replacement Contractor in the prompt and efficient transfer of effective services.

Transition Period

It is anticipated that there will be a period of simultaneous parallel operation to prove and adjust the system to be operated by a replacement Contractor. OASAS shall determine the transition period in consultation with the replacement Contractor and shall notify the

Successful Bidder in writing. OASAS reserves the right to amend the transition period subsequently, upon thirty (30) days' advance written notice to the Successful Bidder.

No Interruption in Service

At all times during the transition period, and unless directed otherwise in writing by OASAS, the Successful Bidder shall continue its contractual obligations set forth in the contract until such time as the services provided under the contract have been transitioned to a replacement Contractor, OASAS, or a third party designated by OASAS. The Successful Bidder shall be required to meet its contractual obligations pursuant to this paragraph, notwithstanding the issuance of a termination for cause or convenience by OASAS.

Transition Plan

Within fifteen (15) days of receipt of notice of termination, or three months prior to the end of the term of the contract that results from this RFP, whichever event comes first, OASAS will request a detailed written plan for transition ("Transition Plan") that outlines, at a minimum, the tasks, milestones, and deliverables associated with a smooth transition of services and a corresponding timeline to successfully transition the operations of the New York State Problem Gambling and Addiction HOPEline services.

Transition Services

Transition Services shall include the performance of the Successful Bidder's responsibilities, as outlined in the contract, and the transferring of those responsibilities to a replacement Contractor, OASAS, or a third party designated by OASAS in accordance with the Transition Plan agreed upon by the Parties. The Selected Bidder shall maintain the same level of service during the transition period as is set forth in the contract until specific tasks or services are completely transitioned to or assumed by a replacement Contractor, OASAS, or a third party designated by OASAS.

Cooperation

Successful Bidder shall cooperate with the State and agents working on behalf of OASAS (e.g., consultants) to facilitate a smooth and orderly transition. This shall include participation in periodic project review meetings to be held with replacement Contractor, OASAS, and/or a third party designated by OASAS.

3 PROPOSAL FORMAT AND CONTENT

The guidelines established in the RFP format and content should be followed. Deviation from the guidelines prescribed herein may result in rejection of the proposal. It is in the best interest of each Bidder to become familiar with the format requirements so that the evaluation process can be conducted in an orderly and timely manner.

Ownership of all data, written materials, and documentation originated and prepared for the State pursuant to this RFP shall belong exclusively to the State, shall not be used by the Successful Bidder for any other purposes, and will not be returned.

IT IS HIGHLY RECOMMENDED THAT BIDDERS USE ATTACHMENT 1 - CHECKLIST OF SUBMISSION REQUIREMENTS AND INCLUDE THIS FORM WITH THE ADMINISTRATIVE PROPOSAL.

**OASAS WILL ACCEPT ONLY ONE (1) PROPOSAL FROM EACH BIDDER.
ELECTRONIC AND/OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

3.1 Administrative Proposal

Each Bidder should submit **one (1) original** and **one (1) copy** of a complete Administrative Proposal. The Administrative Proposal should be packaged separately from the Fiscal and Technical Proposals and **must include the items listed below.**

- a. A **cover letter** on company letterhead with an original signature is an integral part of the bid package. The **cover letter** should be signed by the individual who is authorized to contractually bind the Bidder and should include a statement that the Bidder's offer is valid for a minimum of 180 days after submission deadline.

1. **ATTACHMENT 3** – Vendor Assurance of No Conflict of Interest or Detrimental Form
2. **ATTACHMENT 4** – Non-Collusive Bidding Certification
3. **ATTACHMENT 5** – Bidder's Certified Statements
4. **ATTACHMENT 6** – Diversity Practices Questionnaire
5. **ATTACHMENT 7** – Executive Order 177 Certification
6. **ATTACHMENT 8** – Executive Order 16 Certification
7. **ATTACHMENT 9** – §139-I Statement on Sexual Harassment
8. **ATTACHMENT 12** – Procurement Lobbying Law

3.2 Fiscal Proposal

Each Bidder should submit **one (1) original** and **one (1) copy** of a complete Fiscal Proposal. The Fiscal Proposal should be packaged separately from the Administrative and Technical Proposals, and **must include:**

1. A completed **Attachment 2**. (This form should incorporate all of the Bidder's expenses associated with providing and completing all of the Scope of Work outlined in this RFP.)

3.3 Technical Proposal

Each Bidder should submit **one (1) original** and **one (1) copy** of a complete Technical Proposal. No financial information should be included in the Technical Proposal. The Technical Proposal should be packaged separately from the Administrative and Fiscal Proposals.

The purpose of the Technical Proposal is to demonstrate the experience, qualifications, competence, and capacity to perform the services described in the Scope of Work.

The information requested should be provided in the prescribed format and should be typed, double-spaced, single sided on 8 ½ x 11 inch paper. Pages should be paginated, and font should be 12-point Times New Roman, and all margins should be one (1) inch wide. Technical Proposals should be limited to 30 pages.

The following outlines the requested information to be provided (in the following order and in the prescribed format) by Bidders. The proposal, including appendices, should contain enough information for OASAS to assure accuracy, as all responses may be subject to verification. Failure to respond as instructed may result in disqualification. The format is as follows:

1. Title Page

Submit a Title Page providing the OASAS RFP Name and Project Number, the Bidder's name and address, telephone number, and email address of the Bidder's contact person, and the date of the Proposal.

2. Table of Contents

The Table of Contents should clearly identify all material by section and page number.

3. Bidder's Qualifications

The Bidder should clearly demonstrate in their proposal how they meet the qualifications described in the Eligible Bidders section of the RFP.

4. Organization Background, Experience and Capacity

- a. Describe in detail the Bidder's experience in operating a helpline specifically for addiction, problem gambling and/or mental health services. Include years of experience, volume of calls, and a summary of the Bidder's organization's call center benchmarks and a brief explanation of the outcomes.
- b. Describe how the Bidder's infrastructure (e.g., physical setting organizational/managerial staffing, experience of personnel, etc.) will support the implementation of the proposed helpline and explain how operating a helpline fits into the Bidder's mission. Attach an existing or sample organizational chart and mission statement.
- c. Provide a timeline for the development and implementation of the proposed helpline service.

5. HOPEline Staffing, Administration and Training

- a. Attach a staffing plan and a call flow chart for the Bidder's proposed services. For each key staff position, attach a job description of the qualifications and experience that will be required. Indicate staff that will need to be hired and/or staff that is currently employed.

- b. Describe in detail how the Bidder proposes to meet the Call Center Benchmarking Standards outlined in the HOPEline Staffing, Administration and Training section of this RFP.
- c. Describe the Bidder's proposed training.
- d. Describe in detail how the Bidder will provide regular supervision and call monitoring for quality assurance for each HOPEline staff member and how it will be measured. A minimum of two quality measures must be included, as outlined in the HOPEline Staffing, Administration and Training section of this RFP.
- e. Describe how the outcomes of the supervision and call monitoring for quality assurance will be incorporated into the staff's performance metrics.

6. Requirements for Operating the HOPEline

- a. Describe how the Bidder will ensure the HOPEline is fully operational twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, and the Bidder's contingency plan to ensure there are no interruptions in services.
- b. Provide a brief written summary and a flow chart of the Bidder's proposed operating protocol to ensure that the requirements located in the Requirements for Operating the HOPEline section of this RFP are addressed.

7. Develop, Implement and Maintain Policies and Evaluations

- a. Provide a brief outline of Bidder's proposed policy and procedural manual for operation of the HOPEline.
- b. Describe how the Bidder will respond to ensuring the diversity of calls received will be handled in a culturally sensitive manner and in compliance with the Statewide Language Access Policy (Executive Order 26.1 https://www.governor.ny.gov/sites/default/files/atoms/files/EO_26.1.pdf and OASAS Local Services Bulletin at <https://oasas.ny.gov/language-access-services-oasas-programs#:~:text=The%20purpose%20of%20this%20LSB,or%20receiving%20addiction%20treatment%20services>).
- c. Describe how the Bidder will provide translation services for alternative languages.
- d. Describe how the Bidder will evaluate the effectiveness of the HOPEline operations and plans for quality improvement.

8. Database for Call Center

The Bidder shall submit a summary outlining details of the proposed system, including the operating system platform, hardware, software and versions of each, as well as how the service will be supported, updated and maintained throughout the contract term.

The summary shall include the following:

- Details regarding how the bidder will ensure consistency and compliance with NYS standards and policies;
- Detailed plan for maintenance, and ensuring currency of host system environment including hardware, software, operating system and call center system, referral database platform;
- Detailed plan for ensuring and meeting referral database currency as outlined in the Data Sources for Call Center section of this RFP;
- Detailed plan for ensuring reliability, security and availability of the hosting platform to meet availability objectives supporting a 24/7/365 nature of the system;
- Detailed plan for system backup, restore and/or failover in event of failure of primary system, platform, or technical component rendering system inoperable or inaccessible; and
- Details regarding database system, vendor and version to be utilized for supporting the system and referral database.

9. Reporting Requirements

Describe how the Bidder will ensure that reporting requirements outlined in the Reporting Requirements section of this RFP will be provided in a timely manner.

10. References

The proposal should include three references from entities that can speak to the Bidders qualifications. References should be from current or previous contracts. Provide entity names, addresses, contact names, telephone numbers, and email addresses on **Attachment 10 – References (Similar Engagements)**.

NOTE: Bidder should contact the references in advance to ensure that all contact information for the references provided is current. OASAS will make a reasonable attempt to contact references but will not be responsible for inaccurate information or references who are non-responsive to inquiries.

4 PROPOSAL SUBMISSION

4.1 Deadline and Instructions for Proposal Submission

Proposals should be placed in an envelope/box as indicated on **Attachment 1 - Checklist of Submission Requirements**.

The Administrative, Fiscal, and Technical Proposals should be sealed in envelopes/boxes and delivered to OASAS at the address listed below. Complete proposals must be received by OASAS **by the date and time listed in the Expected Timeline for Key Events**.

Proposals must be submitted by U.S. mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand in a sealed package to the address listed on page one (1) of this RFP.

If using a commercial delivery company, which requires that you use their shipping package or envelope, your proposal should be placed within a sealed envelope, appropriately labeled, and put into the commercial delivery company's envelope or packaging. This will ensure that your proposal is not prematurely opened. OASAS reserves the right not to open proposals that are received later than **the date and time listed in the Expected Timeline for Key Events**.

4.2 Status of Information

- A. OASAS shall not be bound by any oral or written information released 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 inquiries, or in a formal written amendment or addendum to this RFP.
- C. OASAS shall not be liable for any costs incurred by Bidder 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 Bidder 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: Bidders 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 Bidder to be confidential/proprietary shall be easily separable from the non-confidential/non-proprietary sections of the proposal. All pages that are "Confidential/Proprietary" must be marked accordingly in the header, footer, or margin of the pages.

5 EVALUATION OF PROPOSALS AND SELECTION

It is the intent of OASAS to award one (1) contract from this procurement.

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 continue in the evaluation process. Conversely, those submissions deemed incomplete and/or non-responsive shall be removed from further consideration.

In order to pass the completeness review, a proposal must meet the mandatory requirements as follows:

- 1. The proposal was **received by the date and time listed in the Expected Timeline for Key Events**.
- 2. The Bidder **met the eligibility requirements**.

3. The Bidder included an **Administrative Proposal, which included:**
 - a. **A COVER LETTER**
 - b. **ATTACHMENT 3** – Vendor Assurance of No Conflict of Interest or Detrimental Form
 - c. **ATTACHMENT 4** – Non-Collusive Bidding Certification
 - d. **ATTACHMENT 5** – Bidder’s Certified Statements
 - e. **ATTACHMENT 6** – Diversity Practices Questionnaire
 - f. **ATTACHMENT 7** – Executive Order 177 Certification
 - g. **ATTACHMENT 8** – Executive Order 16 Certification
 - h. **ATTACHMENT 9** – §139-I Statement on Sexual Harassment
 - i. **ATTACHMENT 12** – Procurement Lobbying Law

4. The Bidder included a **Fiscal Proposal, which included:**
Attachment 2 - Budget

5. The Bidder included a **Technical Proposal, which included:**
 - a. **ATTACHMENT 10** – References (Similar Engagements)

5.2 Negotiations

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

5.3 Evaluation Process

All proposals that pass the completeness review and are deemed responsive to the proposal criteria shall be ranked based on a “Best Value” concept. For purposes of this RFP, “Best Value” means that the proposal that best optimizes quality, cost and efficiency among responsive and responsible Bidders shall be selected for award (State Finance Law, Article 11, §163(1)(j)). The method consists of three components: Technical, Fiscal, and Diversity Practices. The Bidder with the highest combined score will be selected.

A. Technical (73 points)

Organization Experience	15 points
Organization Capacity	10 points
Staffing and Administration	15 points
Training	5 points
Operating Requirements	10 points
Develop/Implement/Maintain Policies and Evaluations	10 points
Database for Call Center	5 points
Reporting Requirements	3 points

B. Fiscal (25)

The Fiscal score will be allocated to the responsible proposal with the lowest cost proposed on **Attachment 2**. All other responsive proposals will receive a proportionate score based on the relation of their Financial Proposal to the proposal with the lowest cost.

C. Diversity Practices (2 Points)

As stated in the Diversity Practices section of this RFP, OASAS has determined that it is practical, feasible, and appropriate to assess the applicant's diversity practices. Complete and include as part of your application the OASAS Diversity Practices Questionnaire (**Attachment 6**), with supporting documentation where requested. Diversity Practices will be evaluated based upon the questionnaire.

Final Composite Score = Technical Score + Fiscal Score + Diversity Practices Score

5.4 Tie Breaker

In the event of tied bids, OASAS shall break the tie using the following order of precedence:

1. Bidder with the highest fiscal score;
2. Bidder with highest Organization Experience score;
3. Bidder is a Minority, Women-Owned, Small Business Enterprise, or Service-Disabled Veteran-Owned Business.

5.5 Notification of Award

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

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 15 business days after the date on their notification letter indicating that they did not receive a contract award. The debriefing will be limited to only the evaluation results as they apply to the proposal of the Bidder receiving the debriefing.

6 ADMINISTRATIVE INFORMATION

6.1 Method of Payment

Payments by the State shall be made upon the completion of the services outlined in the Scope of Work to the satisfaction of OASAS. The Successful Bidder must submit invoices, not more often than monthly, to OASAS with required documentation for services performed.

OASAS may reduce payment of invoices submitted by 10% where the Benchmark standards detailed in the HOPEline Staffing, Administration and Training section of this RFP are not met.

On each annual anniversary date of the contract resulting from this RFP, the Successful Bidder may request a price adjusted in accordance with the National Consumer Price Index for all Urban Consumers (CPI-U) for all items as published by the U.S. Dept. of Labor Statistics for the previous twelve month period using an agreed upon base period. In no case will price increases

exceed 3%. In order to be considered, the price increase must be requested in writing ninety (90) days prior to the anniversary date of the contract with a copy of the index and other supporting documentation necessary to support the increase. Failure to submit a request with supporting documentation within three (3) months prior to the applicable anniversary date shall be deemed to be a waiver of any increase in price for that year.

6.2 Electronic Payment

Payment for invoices submitted by the Successful Bidder shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices.

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

Please note that in conjunction with NYS's implementation of the Statewide Financial System (SFS), the OSC requires all vendors doing business with NYS agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go <https://www.osc.state.ny.us/state-vendors> and complete the Substitute W-9 form and submit following the instructions provided.

6.3 Invoice Preparation

The Successful Bidder, to be eligible for payment, shall submit to OASAS appropriate documentation (invoices and timesheets) in a manner acceptable to OASAS. The following information should be included on all invoices. Failure to do so may result in delay of payment and/or non-payment of invoices until such information is received.

1. OASAS as customer agency
2. Invoice number or account number
3. Invoice Date
4. Your organization's SFS Vendor Number
5. OASAS Unit ID of 3670000
6. Contract ID Number (i.e.: OAS01-C00XXXX-3670000) associated with the invoice
7. 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. 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 BSC ACCOUNTS PAYABLE
BUILDING 5, 5TH FLOOR
1220 WASHINGTON AVE
ALBANY NY 12226-1900

7 GENERAL TERMS AND CONDITIONS

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

7.1 OASAS Reserved Rights

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 proposal 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'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 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 proposal and/or to determine a Bidder's compliance with the requirements of the RFP.
- 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. Disqualify the awardee if it is determined that false or inaccurate information has been submitted by a Bidder regarding proposed candidates, and at OASAS' sole discretion,

award the contract to one of the other original Bidders, based on the Bidders' best value scores.

- M. Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the RFP.
- N. 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.
- O. Negotiate with the selected Bidder within the requirements of this procurement to serve the best interests of the State.
- P. Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder.
- Q. Waive any requirement that is not material and/or unable to be accurately assessed.
- R. Waive minor irregularities and/or omissions in bids, if in the best interest of the State.
- S. Utilize any and all ideas submitted in the proposals received, except those that are specifically identified by a Bidder as "trade secrets".
- T. Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
- U. Cancel or modify contracts due to the insufficiency of appropriations.
- V. Accept proposals after the due date for submission for good cause, if in the sole discretion of OASAS good cause has been established.
- W. 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.

7.2 Non-Responsibility Determinations

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

7.3 Proposal Security

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

7.4 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.

In submitting a proposal, the 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.

7.5 Termination

- A. An Agreement resulting from this RFP shall be subject to the following termination provisions. The State shall have the right to terminate the Contract early for:
 - 1. unavailability of funds;
 - 2. cause; or
 - 3. convenience.
- B. Termination (for Non-responsibility)
 - 1. Upon written notice to the Successful Bidder, 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 Successful Bidder's expense where the Bidder 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 Successful Bidder to comply with the terms and conditions of the Agreement, including the attachments hereto, provided that OASAS shall give the Bidder 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 Successful 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 Successful Bidder no 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 Bidder's receipt for notice in the case of hand delivery. The Bidder, 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 Successful Bidder's 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 Bidder provided, however, that the Bidder 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 Successful Bidder in accordance with 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 Successful Bidder. Such termination shall be immediate and complete, without termination costs or further obligations by OASAS to the Bidder.
- I. In the event of termination for any reason, the Successful Bidder shall not incur new obligations for the terminated portion and the Bidder shall cancel as many outstanding obligations as possible. The Bidder shall take all reasonable measures to mitigate any damages for which OASAS may be liable.

8 CONTRACT CLAUSES AND REQUIREMENTS

8.1 APPENDIX A - Standard Clauses for New York State Contracts

APPENDIX A, Standard Clauses For New York State Contracts, dated June 2023, attached hereto, is hereby expressly made a part of this Request for Proposal as fully as if set forth at length herein. **Please retain this document for future reference.**

8.2 APPENDIX D – OASAS Standard Contract Provisions

APPENDIX D, OASAS Standard Contract Provisions is hereby expressly made a part of this Agreement as fully as if set forth at length herein. Please retain this document for future reference.

8.3 MWBE and EEO Requirements (Attachment III)

Business Participation Opportunities for NYS Certified Minority-and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women Requirements and Procedures

NEW YORK STATE EXECUTIVE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the New York State Office of Addiction Services and Supports (OASAS) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OASAS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OASAS hereby establishes an overall goal of 0% for MWBE participation, 0% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 0% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that OASAS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how OASAS will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of [Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women (<https://ogs.ny.gov/system/files/documents/2023/06/appendix-a-june-2023.pdf>) OR Authority equivalent to Appendix A]. The respondent 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 respondent, 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.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, (Attachment III – Form #6) to OASAS with their bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award.

The respondent is required to submit an Equal Opportunity Staffing Plan, Form #4 (Attachment III) with their bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award, identifying the anticipated work force to be utilized in the Contract.

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, Form #5

(Attachment III), in such format as shall be required by OASAS on a quarterly basis during the term of the contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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 applicant 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.

See Attachment III for further requirements and applicable forms.

8.4 New York State Certified Service-Disabled Veterans (Appendix B)

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 3 of the New York State Veterans’ Services 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, Bidders/Contractors are 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 procurement, OASAS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor 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/>

Bidder/Contractor 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 to discuss methods of maximizing participation by SDVOBs on the Contract.

8.5 Diversity Practices (Attachment 6)

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

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

OASAS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Offerors to this RFP is practical, feasible, and appropriate. Accordingly, Offerors shall be required to complete and include as part of their proposal, the OASAS Diversity Practices Questionnaire (**Attachment 6**).

Diversity Practices will be evaluated based upon the questionnaire. Some questions request supporting documentation to support certain answers. Scoring Information for Diversity Practices can be found in the **Evaluation Process** section of this RFP.

8.6 NYS Vendor Responsibility Questionnaire

The 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 will involve a review of the following four major categories: legal authority, integrity, financial and organizational capacity, and previous contract performance.

OASAS recommends that Contractors file the required Vendor Responsibility Questionnaire online via the NYS VendRep System. To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?0>.

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.

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 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 Successful 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 Successful Bidder as a result of such termination.

8.7 Consultant Disclosure Law (Attachment VI)

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 Successful Bidder agrees to complete:

- A. **Form A - Contractor's Planned Employment Form.** The State agency using the consultant services is required to submit Form A to the OSC.
- B. **Form B - Contractor's Annual Employment Report.** Form B must be submitted each year the agreement is in effect, to capture the Successful Bidder'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 Successful Bidder agrees to report the following information to OASAS. For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year the Successful Bidder reports the total number of employees employed to provide the consultant services for each employment category.
 - 1. Total number of hours worked by such employees for each employment category.
 - 2. 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.

The Successful Bidder agrees to simultaneously report such information to the Department of Civil Service, the Office of the State Comptroller, and OASAS as designated below:

<p>Department of Civil Services Alfred E. Smith Office Building Albany, NY 12239 Attn: Counsel’s Office</p>	<p>Office of the State Comptroller Bureau of Contracts 110 State Street, 11th Floor Albany, NY 12236 Attn: Consulting Reporting</p>	<p>OASAS 1450 Western Avenue Albany, NY 12203 Attn: Contract Unit</p>
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The Successful Bidder 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](https://www.osc.state.ny.us/state-agencies/gfo/chapter-xi/xi18c-consultant-disclosure), Subsection C. Consultant Disclosure Legislation found at <https://www.osc.state.ny.us/state-agencies/gfo/chapter-xi/xi18c-consultant-disclosure>.

8.8 Ethics Compliance

The Successful Bidder and its Subcontractor(s) 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 Bidder 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.

The Successful Bidder and its Subcontractor(s) 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 Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the “Ethics Requirements”). The Successful Bidder certifies that all of its

employees and those of its subcontractor(s) 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 of the Contract, no person who is employed by the Successful Bidder or its subcontractor(s) and who is disqualified from providing services under the Contract pursuant to any Ethics Requirements may share in any net revenues of the Successful Bidder or its Subcontractor(s) derived from the Contract.

The Successful Bidder shall identify and provide the State with notice of those employees of the Successful Bidder and its subcontractor(s) who are former employees of the State that will be assigned to perform services under the Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Successful Bidder 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 Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government. 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 the Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

8.9 Indemnification

The Successful Bidder 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 Successful Bidder, its officers, agents, or employees, or the failure by the Successful Bidder, 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.

8.10 Tax and Finance Clause (Attachment VII)

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 subcontractor(s) 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 in Attachment VII of this RFP. Form ST-220TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be completed by the Successful Bidder 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.

Bidders may call DTF at (518) 485-2889 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/>.

8.11 Contractor's Insurance Requirements

The Successful Bidder 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 amounts 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 Bidder shall provide certificates of insurance that name the State of New York, its officers and employees as additional insured, in a form satisfactory to said Agency, showing that it has complied with the requirements of this section, and the certificates shall state that the policies shall not be changed or canceled until thirty (30) days written notice has been given to State. The kinds of amounts of required insurance are:

- A. The Successful Bidder shall maintain Professional Liability or Errors and Omissions insurance with a limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Such insurance shall apply to professional acts or omissions arising out of the scope of services covered by this AGREEMENT.
- B. Policies and Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified each with limits of liability of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting there from sustained by one person in any one occurrence and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury,

including death at any time resulting there from sustained by two or more persons on any one accident, and not less than \$500,000 for all damages arising out of damage to or destruction of property during any single occurrence and not less than \$2,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period:

1. The Successful Bidder's Liability Insurance issued to and covering the liability of the Successful Bidder with respect to all work performed by it under this proposal and the contract.
2. 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 Bidder or by its subcontractors, including omissions and supervisory acts of the State.
3. Professional Liability or Errors and Omissions 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.

8.12 Worker's Compensation and Disability Benefits 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, Successful Bidder 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. The forms to be used to show compliance with the WCL are listed below. The Successful Bidder must submit the following documentation before a contract may take effect.

ONE (1) of the following forms as Workers Compensation documentation:

A. Proof of Workers' Compensation Coverage:

- **C-105.2 – Certificate of Workers' Compensation Insurance;** contractors insured through the New York State Insurance Fund should send form **U-26.3;**
- **SI-12 – Certificate of Workers Compensation Self-Insurance;** or
- **GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance;** or
- **CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities.**

ONE (1) of the following forms as Disability Insurance documentation:

B. Proof of Disability Insurance Coverage:

- **DB-120.1 – Certificate of Disability Benefits Insurance;**
- **DB-120.2 – Certificate of Participation in Disability Benefits Group Self Insurance;** or
- **DB-155 – Certificate of Disability Benefits Self Insurance;**
- **CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities;**

8.13 Important Notice Regarding NYS Freedom of Information Law (FOIL)

The New York State Office of Addiction Services and Supports 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 Bidder believe that certain portions of its proposal qualify for trade secret status, the Bidder must submit in writing, accompanying its proposal, explicit justification and cite the specific portions of the proposal for which an exemption is being requested. Bidders 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 Bidder.

8.14 Confidentiality and Nondisclosure

The Successful Bidder agrees to abide by all applicable provisions of the New York State Cyber Security Policy (<https://its.ny.gov/policies>) and OASAS policies and procedures to comply with State and Federal security requirements and confidentiality of information.

The Successful Bidder 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 Successful Bidder 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 Successful Bidder;
- b) generally available to the public;
- c) subsequently disclosed to Successful Bidder by a third party who is not under an obligation of confidentiality with the Issuing Entity; or
- d) independently developed by Successful Bidder.

The Successful Bidder shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees.

The Successful Bidder 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.

8.15 Non-Collusive Bidding Practices (Attachment 4)

- A. The Bidder 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 Bidder's 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 Bidder and shall not knowingly be disclosed by the Bidder, directly or indirectly, to any other Bidder or to any competitor prior to completion of the selection process.
3. No attempt has been made or shall 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.

8.16 Procurement Lobbying Law (Attachment 12)

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/Bidder during the procurement process. A 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 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 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 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's 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.

8.17 Regulations and Guidelines

The Successful Bidder 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 Bidder's inability to comply with all applicable guidelines will result in automatic disqualification from consideration.

The Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder.

8.18 Public Announcements

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

8.19 Acceptance

The proposals shall be submitted with the understanding that only the acceptance in writing by the Associate Commissioner, Division of Financial 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 Successful Bidder and the State of New York.

8.20 Subcontracting

The Successful Bidder agrees not to subcontract any of its services specified in the scope of this RFP, unless as indicated in its proposal, without the prior written approval of OASAS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Successful Bidder may arrange for a portion(s) of its services specified in the scope of this RFP to be subcontracted to qualified, responsible subcontractors, subject to approval of OASAS. If the Successful Bidder 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 RFP must be fully explained by the Successful Bidder to OASAS. As part of this explanation, the subcontractor must submit to OASAS a completed Vendor Assurances of No Conflict of Interest or Detrimental Effect form as required by the Successful Bidder prior to execution of a contract.

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

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

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 OASAS or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against OASAS. Nothing in the subcontract shall impair the right of OASAS under the contract.

The Successful Bidder shall give 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 Successful Bidder's duties and/or ability to deliver services under the contract. Any subcontract shall not relieve the Successful Bidder in any way of any responsibility, duty and/or obligation of the contract and the Successful Bidder 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 of this Agreement exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

8.21 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. Any questions about the appropriateness of employing or utilizing a former State Agency or Authority employee should be resolved by obtaining an advisory opinion from the Advisory Council on Procurement Lobbying which can be contacted at <https://ogs.ny.gov/ACPL/> .

8.22 Conflict of Interest

A. The Bidder must 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 RFP. 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.

B. The Bidder must 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.

C. The Bidder is required to submit, as part of the bid, a completed **Vendor Assurance of No Conflict of Interest or Detrimental Effect Form (Attachment 3)** signed by an authorized representative providing an attestation that its performance of the services outlined in this RFP does not and will not create a conflict of interest with nor position the Bidder to breach any other contract currently in force with the State of New York. Furthermore, the Bidder shall attest that it will not act in any manner that is determinantal to any State project on which the Bidder is rendering services.

8.23 Executive Order 177

In accordance with Executive Order (EO) No. 177, the Bidder shall 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. Such certification shall be made utilizing **Attachment 7**.

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.

8.24 State Finance Law, Article 9- §139-I Statement on Sexual Harassment

In accordance with New York Consolidated Laws, State Finance Law, Article 9- §139-I Statement on Sexual Harassment, Bidder 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 §201-g of the labor law. Such certification shall be made utilizing **Attachment 9**.

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with subdivision one of §139-I; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons.

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.

8.25 HIPAA Business Associates Agreement

OASAS is required to ensure that all its business partners protect confidential health information of the patients at its facilities as required by the Federal Health Insurance Portability and Accountability Act (HIPAA). **Attachment V – HIPAA Business Associate Agreement** must be completed at the time an award is made to the Successful Bidder to comply with regulations for services involving the use or disclosure of Protected Health Information (PHI). If the Successful Bidder refuse to participate in a Business Associate Agreement, OASAS is prohibited by law from contracting with the Successful Bidder (45 CFR § 164.504).

8.26 Nondisclosure & Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Successful Bidder, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any Confidential Information to which the

Successful Bidder, its officers, agents, employees, and subcontractors, if any, have access. This requirement shall survive termination of the Contract. For purposes of the Contract, all State information of which the Successful Bidder, its officers, agents, employees, and subcontractors, if any, become aware of during the performance of services for the State, shall be deemed to be confidential information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- Information that is previously rightfully known to the receiving party without restriction on disclosure
- Information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain
- Information that is developed independently by the Successful Bidder without use of Confidential Information of the State.

The Successful Bidder shall comply with all provisions of The Family Educational Rights and Privacy Act of 1974 and The Protection of Pupil Rights Amendment to the extent applicable.

The Successful Bidder shall indemnify and hold the State harmless from any loss or damage to the State resulting from the disclosure by the Successful Bidder, its officers, agents, employees, and subcontractors of such confidential information.

The Successful Bidder's employees and subcontractors shall be required to sign Confidentiality and Non-Disclosure Agreements, either before or upon arrival at the work site, or prior to providing services under the Contract.

8.27 Press Releases

The Successful Bidder agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval of OASAS, which written approval shall not be unreasonably withheld or delayed provided, however, that the Successful Bidder shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

8.28 Off Shore Restrictions

Confidential Information accessed by or provided to the Successful Bidder during the course of performing services for the State must not be stored or accessed outside of the continental United States.

8.29 Criminal Justice Information Services (CJIS)

If the Successful Bidder, its employees, agents, or subcontractors shall have access to criminal justice/forensic information (including criminal history record information or other sensitive criminal justice information), as defined by the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy (accessed through the link below), on NYS systems or media, the Successful Bidder, its employees, agents, or subcontractors must comply with the requirements of the CJIS Security Policy available at:

8.30 Legal Requests and Release of State Data to Third Parties Prohibited

Except as otherwise required by law, the Successful Bidder shall not disclose State data to a third party. Except where expressly prohibited by law, the Successful Bidder shall notify the State promptly of any subpoena, warrant, judicial, administrative, or arbitral order of an executive or administrative Agency or other governmental authority of competent jurisdiction (a “Demand”) that it receives, and which relates to or requires production of the information or data the Successful Bidder is processing or storing on OASAS’ behalf. If the Successful Bidder is required to produce information or data in response to a Demand, Successful Bidder will provide the State with the information or data in its possession that it plans to produce in response to the Demand prior to production of such information or data. Except as otherwise required by law, the Successful Bidder shall provide the State reasonable time to assert its rights with respect to the withholding of such information or data from production. If the State is required to produce information or data in response to a Demand, the Successful Bidder will, at the State’s request and unless expressly prohibited by law, produce to the State any information or data in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the State to respond to the Demand in a timely manner. The State acknowledges that the Successful Bidder has no responsibility to interact directly with the entity making the Demand. The parties agree that the State’s execution of this agreement does not constitute consent to the release or production of State data or information.

9 REQUIRED ATTACHMENTS AT BID SUBMITTAL

All attachments in this section, with the exception of Attachment 1, will be required to be completed and submitted with all bid proposals. All attachments in this section will have a fillable version of these forms available on the OASAS website under this opportunity.

Attachment	Attachment Title
1	Checklist of Submission Requirements (optional, but highly recommended)
2	Budget
3	Vendor Assurance of No Conflict of Interest or Detrimental Effect
4	Non-Collusive Bidding Certification
5	Bidder’s Certified Statements
6	Diversity Practices Questionnaire
7	Executive Order 177 Certification
8	Executive Order 16 Certification
9	Statement on Sexual Harassment Certification
10	References (Similar Engagements)
11	Reserved

Attachment	Attachment Title
12	Procurement Lobbying Law - Affirmation pursuant to SFL State Finance Law §139-j-k

10 APPENDIXES

All Appendixes are informational and do not have to be completed by the applicant.

Letter	Appendix Title
A	Standard Clauses for New York State Contracts
B	Service Disabled Veteran-Owned Business Participation
C	HOPEline Contacts Per Year
D	OASAS Standard Contract Provisions
E	File Layout

11 REQUIRED ATTACHMENTS BEFORE CONTRACT EXECUTION

All Attachments in this section will be required to be completed by successful applicants only. They may be included as part of the application submission or applicants may choose to submit them only after receiving an award and before contract execution.

Attachment	Attachment Title
I	Reserved for RFP
II	Reserved for Proposal Submission
III	Minority and Women-Owned Business Enterprises
III – Form 1	M/WBE Utilization Plan
III – Form 2	Request for Waiver Form
III – Form 3	M/WBE Quarterly Report
III – Form 4	Equal Employment Opportunity Staffing Plan
III – Form 5	Workforce Utilization Form (EEO-1)
III – Form 6	M/WBE Equal Employment Opportunity Policy Statement
IV	Encouraging Use of NYS Business in Contract Performance
V	Qualified Service Organization/Business Associate Agreement
VI	Consultant Disclosure
VII	ST220-TD & ST220-CA

