



**Office of Addiction
Services and Supports**

**Discretionary Funding
Opportunity**

**Problem Gambling Marketing &
Advertising Partner for Statewide
Awareness Campaigns (Research,
Creative Development, Production)**

OASAS Project No. 23023

Date Issued: 01/02/2024

Proposal Due Date: 02/09/2024

1 Purpose

The New York State Office of Addiction Services and Supports (OASAS) intends to contract with a vendor for marketing and advertising campaigns, pursuant to its discretionary authority under State Finance Law §163(6), permitting discretionary purchases up to \$500,000. These campaigns and initiatives will vary in size and address problem gambling, including gambling addiction, gambling prevention, gambling treatment, and recovery. Some campaigns/initiatives will promote strategies for mitigating the harm that can be caused by gambling.

This solicitation does not include media buys – JUST research, creative development, and production.

This procurement opportunity is limited to New York State businesses certified pursuant to Article 15-A of the New York State Executive Law and Article 3 of the New York State Veterans' Services Law.

Target Audience for campaign: New York State residents. **Primarily** adults and young adults (age 18+). Some areas of focus may call for targeting a specific age range or demographic profile in a specified language.

Anticipated Term: A term not to exceed five years or the exhaustion of funds not exceeding \$500,000, whichever comes first.

2 Discretionary Opportunity Details

2.1 Timeline of Key Events

<u>EVENT</u>	<u>DATE</u>	<u>TIME</u>
Discretionary Funding Opportunity Release Date	01/02/2024	
Deadline for Submission of Written Questions and Requests for Clarification	01/16/2024	5:00 PM EST
Anticipated Release of Answers to Inquires by OASAS	01/24/2024	
Proposal Submission Due Date and Time	02/09/2024	5:00 PM EST
Finalist Presentation via a live WebEx	Two weeks from notification of finalist.	
Anticipated Selection of a Vendor	Two weeks from finalist presentation.	
Anticipated Contract Start Date	06/01/2024	

2.2 Eligibility Criteria

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

1. Operate as a New York State Certified Minority and Women-Owned Business Enterprise OR a New York State Certified Service-Disabled Veteran-Owned Business.
2. The vendor must have a minimum of three (3) years' experience in developing, creating, producing, and implementing advertising campaigns related to problem gambling OR five (5) years' experience in developing, creating, producing and implementing advertising campaigns, preferably related to addiction services or substance use disorder.

2.3 Scope of Work/Deliverables

Problem Statement: Gambling addiction is a serious issue that can have devastating consequences for individuals and their families. It is often referred to as the “hidden addiction” because there are almost no visible signs, and it can be difficult to detect. According to a recent survey, around four percent of the population are currently at risk of becoming problem gamblers.

The designed media campaign(s) will focus on providing information to address concerns related to gambling addiction and its impact on individuals and their families. The campaign(s) may also aim to raise awareness about the prevalence of gambling addiction in New York State and the resources available to those who are affected by it. By providing information about the warning signs of gambling addiction and the resources available for treatment and support, the campaign(s) will help to reduce the stigma associated with gambling addiction and encourage individuals to seek help when needed. The campaigns may target individuals who are at risk of developing a gambling addiction, as well as their families and loved ones.

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

1. Research, develop, produce and implement multi-media public awareness campaigns.
 - o Each campaign would be unique and include one or a collection of deliverables in both English, Spanish, and/or Chinese. These deliverables **could** include but are not limited to:
 - Coordination and execution of topic-specific focus groups prior to campaign development and/or prior to campaign launch.
 - Findings to be presented to OASAS with delivery of summary document.
 - Development and production of video ads (portrait and landscape) of various lengths for tv broadcast and streaming;
 - Development and production of audio ads, of various lengths, for radio broadcast and streaming;
 - Creative elements for website and social media ads and/or geofencing, meeting specific platform specifications (file and image size, safe text zones, etc., as determined and required by social mediums/ platforms);
 - Social influencer marketing
 - Out-of-home placements (including but not limited to traditional and digital billboards, print, airport/ subway/ railway/ ferry/ bus opportunities, sporting venues, posters and flyers, wallscapes, others)

- accommodating various sizes and other specs as necessary;
 - Ads in programs or brochures;
 - Artwork for t-shirts or swag items;
 - Infographics;
 - Rack cards;
 - Pull up or other style banners.
- Campaigns could be a major statewide effort or targeted efforts focusing on specific seasonal sports, specific target populations who are at higher risk for or are currently affected by problem gambling, or other target populations identified through various OASAS data driven projects. Examples of potential targeted topics and gambling opportunities may include but are not limited to:
 - National Problem Gambling Awareness Month
 - Harm reduction strategies for preventing harmful gambling behaviors
 - Specific messaging leading up to and during seasonal sports such as Super Bowl, March Madness, harness racing
 - Specific messaging for those engaged in mobile sports betting,
 - Underage gambling
 - Gambling in specific communities such as Asian American

*OASAS would maintain ownership of all creative and reserve the right to re-use said creative in future years. In some cases, campaign collateral that is re-used may require the **vendor** to merely update information such as dates, locations, etc. – but not generate entirely new creative.*

2. All video creative must include provision for closed captioning.
3. Work with OASAS and their NYS contracted media buyer on placements and modify creative artwork to accommodate various sizes and specifications - specifically needed for out of home placements and social media.
4. Occasional customization of materials, when necessary, to target, reflect and engage different regions of NYS.
5. Assurance and ability to adhere to timelines and meet all deliverable deadlines.
6. Regularly meet with OASAS Public Awareness Campaigns director and other staff to review campaigns in development and provide guidance on keeping project on time and on budget.
7. Regularly meet with OASAS Public Awareness Campaigns director and other staff to propose and develop future campaigns.
8. The total of all invoices submitted must be within the total allocated budget for the entire contract term.
9. Annually, the Selected Vendor will be required to provide one single document that contains all materials produced over the previous 12 months with a review of successes and areas for growth.

2.4 Proposal Requirements

Vendors should submit a proposal in writing containing the elements below. If selected as a finalist, must be prepared to present to an OASAS review team in person or via a live WebEx.

1. Include the name of the vendor, address, website, contact person, email address, and phone number as well as the roles and biographies of the personnel who would be assigned to the OASAS account and work with OASAS on a regular basis.
2. **The vendor must detail how they meet the requirement to have a minimum of three (3) years' experience in developing, creating, producing, and implementing advertising campaigns related to problem gambling OR five (5) years' experience in developing, creating, producing and implementing advertising campaigns, preferably related to addiction services or substance use disorder.**
3. The vendor should detail their basic understanding of the harms that can be associated with gambling.
4. Three (3) references should be provided using **Attachment 1**, preferably for work pertaining to problem gambling. The vendor should verify that the references are reachable **before** providing the contacts to OASAS.
5. The vendor should submit sample(s) of a campaign developed and executed for another client representing a creative approach to address a sensitive, related topic. Preference will be given to sample campaigns that address problem gambling. The vendor should discuss the kind of research they did to generate the ideas and direction for the campaign and how they measured its effectiveness for the client.
6. The vendor should explain their process and experience with pre/post surveys and/or focus groups that assist with campaign development and measuring campaign effectiveness.
7. The vendor should explain their overall development process, specifically their process for creating and developing campaigns addressing target audiences versus the general public.
8. The vendor should explain their experience and expertise working with media channels including but not limited to TV/radio and streaming audio/video, social media, digital, out of home (billboards, mass transit, subway/railway/ferry, bus cards, sporting events), geofencing and other opportunities. Be sure to include experience producing tv and radio ads and securing talent, locations, production teams (sound techs, camera operators, editors) and facilities.
 - a. If available, the vendor should include a link to a video(s) they produced for a client as well as ballpark figures in terms of how long it took to produce and total cost.
9. The vendor should explain their commitment to and experience with being responsive and accessible to clients.
10. The vendor should include experience regarding collaboration with a separate media buyer to maximize opportunities to reach a target audience.
11. The vendor should describe their ability to develop an effective campaign while ensuring maximum return on investment.
12. OASAS anticipates that the first major campaign to be developed by the Selected Vendor will focus on educating the general public that gambling behaviors can potentially cause harm. The vendor should explain their experience with and understanding of harms from problem gambling as well as the challenges and opportunities it presents from a marketing/advertising position.
13. Provide a cost estimate for messaging projects using **Attachment 2 – Budget Forms** based on

all the deliverables outlined therein.

2.5 Finalist

Finalist(s) will be invited to formally present their proposal in greater detail to a OASAS review team, either in person or via a live WebEx. Finalists will be asked to provide an oral presentation with supporting handouts or attachments. Finalists should be prepared to present, in detail:

A new and original concept for raising public awareness about problem gambling. The campaign presented should serve as the first step in development and incorporate proposed theme, graphic elements, tv and radio concepts and/or storyboards and projected cost. The proposal should demonstrate the Finalist's understanding of the indicators of problem gambling, and their ability to communicate important information about it to the public, specifically, New Yorkers who do not have the frame of reference that gambling behaviors could cause harm and that there is support available. OASAS is looking for campaigns that are engaging and memorable and create a basic understanding of the harms that could be associated with problem gambling and where to go for more information. The Finalist should use this opportunity to convey an understanding of the material, their creativity and ability to partner with OASAS.

2.6 Submission of Written Questions and Requests for Clarification

There will be an opportunity for questions and requests for clarification. All questions and requests for clarification must be submitted in writing via email to Procurements@oasas.ny.gov and include "OASAS Project No. Disc 23023" as the subject line no later than the due date and time listed in the timeline of key events. Answers will be issued on or around the due date and time listed in the timeline of key events and will be returned via email reply to all interested parties.

Vendors who are interested in receiving the Questions and Answers response but did not submit any questions should email Procurements@oasas.ny.gov and request to be included in the Questions and Answers response.

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

2.7 Method of Award

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

If two vendors are determined to be equally effective, OASAS may award a contract to a vendor who does not currently have an OASAS contract. This may be done to increase the pool of vendors available to OASAS.

2.8 Submission Date

To apply for this contracting opportunity, vendors should submit proposals in writing via email to Procurements@oasas.ny.gov no later than the due date and time listed in the timeline for key events and include "OASAS Project No. Disc 23023" as the subject line. All proposals must be received by this date and time.

2.9 OASAS Reserved Rights

OASAS reserves the right to:

- A. Prior to the bid opening, amend or modify the Discretionary Funding Opportunity specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- B. Change any of the scheduled due dates.
- C. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent Discretionary Funding Opportunity amendments.
- D. Withdraw the Discretionary Funding Opportunity at any time, at OASAS' sole discretion.
- E. Make an award under the Discretionary Funding Opportunity in whole or in part.
- F. Eliminate any mandatory, non-material specifications that cannot be complied with by all the prospective Bidders.
- G. Seek clarifications and revisions of bid proposals.
- H. Reject any and all bid proposals received in response to this procurement.
- I. Make inquiries, at OASAS's discretion and by any means it may choose, into a Bidder's background or statements made in the bid to determine the truth and accuracy of statements made by a Bidder.
- J. Require correction of simple arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation.
- K. Request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.
- L. Waive minor irregularities and/or omissions in bids, if in the best interest of the State.
- M. In its sole discretion, reject illegible, incomplete, or vague bids.
- N. Re-solicit offers from the vendor community by republishing and re-advertising this Discretionary Funding Opportunity.
- O. Have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented, or furnished by the Bidder under any agreement resulting from this Discretionary Funding Opportunity.
- P. Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the Discretionary Funding Opportunity.
- Q. Disqualify a Bidder from receiving the award if such Bidder, or anyone in the Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- R. Negotiate with the selected Bidder within the requirements of this procurement to serve the best interest of the State.
- S. Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder.
- T. Waive any requirement that is not material.
- U. Utilize any and all ideas submitted in the proposals received, except those that are specifically identified by a Bidder as "trade secrets."
- V. Use proposal information obtained through site visits, management interviews and the

State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the Discretionary Funding Opportunity.

- W. Cancel or modify contracts due to the insufficiency of appropriations.
- X. Accept proposals after the due date for submission for good cause, if in the sole discretion of OASAS good cause has been established.

3 Discretionary Opportunity and Contracting Requirements

3.1 Appendix A

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

3.2 Article 15-A and Executive Order No. 162

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

3.3 Article 3 of the NYS Veterans' Services Law

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, the Selected Vendor is strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

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

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

3.4 NYS Vendor Responsibility Questionnaire

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

New York State Agencies are required to undertake an affirmative review of the responsibility of any Contractor to whom they propose to make a contract award. Such review is designed to provide reasonable assurances that the proposed Contractor is responsible. A responsibility determination can and should involve a review of the following four major categories:

- A. legal authority,
- B. integrity,
- C. financial and organizational capacity, and
- D. previous contract performance.

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

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact OSC's Help Desk at (866) 370-4672 or (518) 408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at <https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms> or via contacting OASAS or OSC's Help Desk for a copy of the paper form.

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

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

3.5 Ethics Compliance

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

3.6 Non-Collusive Bidding Practices

The Selected Vendor shall be required to certify that, to the best of their knowledge and belief:

1. The prices in the discretionary funding opportunity bid response have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in the discretionary funding opportunity bid response have not been knowingly disclosed by the Bidders and shall not knowingly be disclosed by the Bidders, directly or indirectly, to any other Bidders or to any competitor prior to completion of the selection process.
3. No attempt has been made or shall be made by the Bidders to induce any other person, Partnership or Corporation to submit or not to submit a discretionary funding opportunity bid response for the purpose of restricting competition.

3.7 Procurement Lobbying Law

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

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

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

3.8 Executive Order (EO) 177

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

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

3.9 Executive Order (EO) 16 Requirements

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

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

3.10 Ethics Requirements

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

The Selected Vendor shall be required to identify and provide the State with notice of those employees of the Selected Vendor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Selected Vendor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State 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 this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

3.11 Conflict of Interest

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

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

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

3.12 Indemnification

The Selected Vendor shall assume all risks of liability for its performance, or that of any of its officers, employees, or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this contract and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Selected Vendor, its officers, agents, or employees, or the failure by the Selected Vendor, its officers, agents, or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation.

3.13 Tax and Finance Clause

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

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

Contractor certification forms and instructions for completing the forms can be found at:
https://www.tax.ny.gov/forms/other_sales_tax_forms.htm.

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

3.14 Workers Compensation and Disability Certifications

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

3.15 Public Officers Law

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

3.16 Article 9-§139-I Statement of Sexual Harassment

In accordance with New York Consolidated Laws, State Finance Law, Article 9-§139-I Statement on Sexual Harassment, Selected Vendor shall certify that it has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of § 201 of the New York Labor Law.

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

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

3.17 Subcontracting

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

If the Selected Vendor decides to subcontract a portion of the services required in the scope of services, the subcontractor(s) must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this discretionary funding opportunity must be fully explained by the Vendor to 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 Selected Vendor prior to execution of a contract.

A true, complete and current copy of each subcontract, if any, entered into by the Selected Vendor

shall be in writing and must be maintained by the Selected Vendor and made available for review and inspection by OASAS upon request.

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

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 Selected Vendor 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 Selected Vendor's duties and/or ability to deliver services under the contract. Any subcontract shall not relieve the Selected Vendor in any way of any responsibility, duty and/or obligation of the contract and the Selected Vendor shall take full responsibility for the acts and omissions of its subcontractors.

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

4 Attachments

4.1 References

OASAS Project No. Disc 23023

Attachment 1 – References

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

Reference #1:

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

Reference #2:

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

Attachment 1 – References (continued)

Reference #3:

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

4.2 Attachment 2 - Budget Form

Provide individual costs for the following campaign items (please provide additional information/explanations as necessary):

Focus group coordination and execution: \$ _____

Campaign Development and Planning (conceptualization, planning, messaging, meetings, etc.): \$ _____

Video Ad (portrait and landscape) for broadcast, streaming and social (different or additional costs for different styles such as animation, stock video or live actors should be noted): \$ _____

Audio Ad for broadcast and streaming: \$ _____

Creative elements for digital (web, social (including copy), geofencing): \$ _____

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

Ads for programs or brochures: \$ _____

Artwork for t-shirts or swag items: \$ _____

Infographic, rack cards, brochures: \$ _____

Social media influencer planning/coordination/execution: \$ _____

Pull up or other style banners: \$ _____

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

Total Costs: \$ _____

**Total and individual costs will be considered in scoring.*

Additional elements you can/may provide not listed above: *(these will **not** be added to the total cost above)*

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____