

**Request for Proposals (RFP)- 23026
Government-Academic Research and Evaluation**

Expected Timeline for Key Events:

EVENT	DATE	TIME
RFP Release Date	01/11/2024 Amended: 2/16/2024	
Deadline for Submission of Written Inquiries	01/26/2024	5:00 PM EST
Anticipated Release of Inquiries & Answers by OASAS	02/08/2024	
Bid Proposal Submission	02/27/2024 03/01/2024	4:30 PM EST
Anticipated Dates for Oral Presentation	Two weeks from notification of finalists	
Anticipated Notice of Award	Two weeks from oral presentation	
Anticipated Contract Start Date	07/01/2024	

Email All Inquiries To:

Procurements@oasas.ny.gov

Subject: **RFP 23026 – Government-Academic Research and Evaluation**

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 – 23026

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.

Contents

1	INTRODUCTION	5
1.1	Purpose	5
1.2	Funding Available	5
1.3	Eligible Bidders	5
1.4	Funding Restrictions	5
1.5	Contract Period	5
1.6	Designated Contact for Bidder Communication	5
1.7	Definitions for this RFP	6
1.8	Written Inquiries	7
1.9	Clarifications or Modifications to the RFP	7
1.10	Bidder’s Acceptance of Request for Proposal and Contract Provisions	7
1.11	Additional Information	7
2	SCOPE OF WORK/DELIVERABLES	8
2.1	Government-Academic Research and Evaluation	8
2.2	Academic Institution Expertise	8
2.3	Scope of Work for the Academic Institution:	8
3	PROPOSAL FORMAT AND CONTENT Amended 2/16/2024	9
3.1	Administrative Proposal	9
3.2	Fiscal Proposal	10
3.3	Technical Proposal Amended 2/16/2024	10
4	PROPOSAL SUBMISSION	12
4.1	Deadline and Instructions for Proposal Submission	12
4.2	Status of Information	13
5	EVALUATION OF PROPOSALS AND SELECTION Amended 2/16/2024	13
5.1	Completeness Review/Non-Responsive Proposals	13
5.2	Negotiations	14
5.3	Evaluation Process Amended 2/16/2024	14
5.4	Tie Breaker	16
5.5	Notification of Award	16
5.6	Debriefing	16
6	ADMINISTRATIVE INFORMATION	16

6.1	Method of Payment	16
6.2	Electronic Payment.....	16
6.3	Invoice Preparation.....	17
7	GENERAL TERMS AND CONDITIONS	17
7.1	OASAS Reserved Rights.....	18
7.2	Non-Responsibility Determinations	19
7.3	Proposal Security	19
7.4	Bidder Covenant.....	19
7.5	Termination	20
8	CONTRACT CLAUSES AND REQUIREMENTS.....	21
8.1	APPENDIX A - Standard Clauses for New York State Contracts	21
8.2	MWBE and EEO Requirements (Attachment III).....	21
8.3	New York State Certified Service-Disabled Veterans (Appendix B)	24
8.4	Diversity Practices (Attachment 6).....	27
8.5	NYS Vendor Responsibility Questionnaire.....	27
8.6	Consultant Disclosure Law (Attachment VI).....	28
8.7	Ethics Compliance.....	29
8.8	Indemnification	30
8.9	Tax and Finance Clause (Attachment VII)	30
8.10	Contractor's Insurance Requirements.....	31
8.11	Worker's Compensation and Disability Benefits Certifications	32
8.12	Important Notice Regarding NYS Freedom of Information Law (FOIL)	32
8.13	Confidentiality and Nondisclosure.....	33
8.14	Non-Collusive Bidding Practices (Attachment 4).....	33
8.15	Procurement Lobbying Law (Attachment 12).....	33
8.16	Regulations and Guidelines.....	34
8.17	Acceptance.....	34
8.18	Subcontracting	34
8.19	Public Officers Law	35
8.20	Conflict of Interest.....	35
8.21	Executive Order 177	36
8.22	Executive Order 16.....	36
8.23	State Finance Law, Article 9- §139-I Statement on Sexual Harassment	36
8.24	HIPAA Business Associates Agreement.....	37
8.25	Technology Provisions.....	37
8.25.1	Data Location and Related Restrictions	37
8.25.2	New York State Enterprise Information Security Policies	37
8.25.3	Ownership of all Communications and Data	38
8.25.4	Ownership of Non-Cloud Contract Deliverables	39
8.25.5	Data Protection and Transmission of Data.....	39
8.25.6	Data Return and/or Destruction	40

8.25.7	Access to Data.....	40
8.25.8	Federal or State Requirements	40
8.26	Nondisclosure & Confidentiality	41
8.27	Public Announcements/Press Releases	41
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	42
9	REQUIRED ATTACHMENTS AT BID SUBMITTAL.....	43
10	APPENDIXES.....	44
11	REQUIRED ATTACHMENTS BEFORE CONTRACT EXECUTION	45

1 INTRODUCTION

1.1 Purpose

The New York State Office of Addiction Services and Supports (OASAS) is issuing this Request for Proposals (RFP) to identify an academic institution with which OASAS will partner to expand and enhance the monitoring and evaluation of the substance use and addiction service and treatment programs and initiatives supported by Opioid Settlement Funds (OSF) made available through OASAS.

The academic institution with which OASAS seeks to partner should have extensive experience and expertise in the substance use disorder (SUD) treatment system for opioid use disorder. Further, extensive experience in the monitoring and evaluating of research initiatives that examine healthcare delivery systems and services for substance use and SUD, and other addictive disorders. The academic institution is expected to have a strong track record of productive collaborations with government entities particularly in government data stewardship in the context of collaborative projects that aim to evaluate both program and patient outcomes, and to inform improvements in SUD care delivery overall.

1.2 Funding Available

OASAS seeks to make one award for up to \$300,000 per year for 3 years.

All provisions of this RFP and the resulting contract award are contingent upon the availability of New York State funds.

1.3 Eligible Bidders

Eligible Bidders are Accredited Institutions of Postgraduate Education recognized by the United States Department of Education that:

- are Public/State Controlled Institutions or Private Not-for-Profit Institutions and
- have a homebase campus in New York State and
- are accredited to award doctoral degrees, including MDs, in public health, medicine, nursing, or a related discipline.

1.4 Funding Restrictions

Funds received can only be used to support activities directly related to the Scope of Work.

1.5 Contract Period

Unless modified as provided herein, the resulting contract will be effective for a period of three years, contingent upon continued appropriation.

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

“Bidder”, “Applicant”, “Respondent”, and “Academic Institution”: (also referred to as an offeror or proposer) Any individual, business, vendor or other legal entity, or any employee, agent, consultant or person acting on behalf thereof, that submits a bid in response to a solicitation.

“Bid”, “Application”, “Solicitation Response”, and “Proposal”: A bid, quotation, offer or response to a solicitation to provide commodities, services, or technology at a stated price for the stated contract term.

“Private Not-for-Profit Institution”: Under Section 103 of the Higher Education Act, nonprofit as applied to an institution means an “institution owned and operated by one or more nonprofit corporations or associations, no part of the net earnings of which inures, or may lawfully inure, to the benefit of any private shareholder or individual.” Current regulations expand on this by defining a nonprofit institution as one that (1) meets the above criterion, (2) is determined by the Internal Revenue Service (IRS) to be a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (IRC), and (3) is legally authorized to operate as a nonprofit organization by each state in which it is physically located.

“Public Institution”: Public institutions can be described as those whose educational programs are operated by states or other government entities and are primarily supported by public funds.

“In-Kind”: In-kind is the value of any salary, fringe rate, real property, equipment, goods, or services contributed by the Academic Institution that would have been eligible costs under this RFP but will not be charged to any resulting contract.

1.8 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 **RFP- 23026 – Government-Academic Research and Evaluation**. 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.

Written responses to all inquiries received timely will be answered and posted to the OASAS website at <https://www.oasas.ny.gov/procurement> on or about **the date listed in the Expected Timeline for Key Events**.

1.9 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>.

Responsibility for staying abreast of any changes is the sole responsibility of the Bidder.

1.10 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.

1.11 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 Government-Academic Research and Evaluation

OASAS and the academic institution will work together with the broad aim of enhancing and expanding the evaluation of the impact of OSF funded initiatives to effect the system of care for people with substance use disorders in New York State. The joint work will focus on monitoring, evaluation and research initiatives that aim to enhance and expand high-quality, evidence-based addiction-related services and treatments within the OASAS system of care. Data sources will include OASAS program and provider data, population-level and administrative datasets (e.g., Medicaid, Medicare, Statewide Planning and Research Cooperative System (SPARCS), and other relevant datasets.

2.2 Academic Institution Expertise

The academic institution team will have broad expertise in research and consultation in the field of substance use disorders, including the following areas:

- Evaluation of SUD care delivery in NYS
- Quality improvement of SUD care system in NYS
- Implementation, process, and evaluation metrics
- Pharmacotherapy for the treatment of substance use disorder (e.g., methadone for opioid use disorder)
- Strategies to ensure continuity of care across settings for people who use drugs and people with use disorders
- Organizational analyses and system-level interventions

2.3 Scope of Work for the Academic Institution:

The academic research and evaluation funded and supported by the RFP is broadly aimed at enhancing and expanding the effectiveness of the OASAS system of care through the development of new research and evaluation activities. A key component of the research and evaluation activities of the funded academic effort is to evaluate initiatives related to OSF spending in New York State (NYS). OASAS is the lead state agency responsible for the monitoring and oversight of the NYS OSF.

Specific new research and evaluation activities related to OSF spending could include but are not limited to:

- How opioid settlement funds allocated to the OSF priority area *Investments Across the Service Continuum* have impacted the workforce of addiction and substance use service professionals (e.g., Addiction Professionals Scholarship Program)
- Degree to which linkages between levels or types of care, utilizing engagement strategies, and removing barriers to access increased connections to needed health and social services (e.g., Connections to Care RFA)
- Examination of naloxone distribution activities as part of OSF initiatives, including process and outcome evaluations
- Examine the impact of OSF supported services on individuals served and, in particular, for historically disadvantaged populations
- Evaluation of organizations' implementation of OSF-funded activities.

The academic institution will propose a minimum of two research and/or evaluation activities in the first year of funding provided by this RFP.

The academic institution will provide a clear plan describing the methods, theoretic framework, measures, and data analysis proposed for research and/or evaluation activities. Further, research and/or evaluation plans must describe data sources, anticipated outcomes, and roles and responsibilities of involved academic institution personnel.

OASAS research personnel will review proposed research and/or evaluation activities, and the academic institution and OASAS will collaboratively finalize the proposed research and/or evaluation activities.

The academic institution will be expected to obtain the relevant non-OASAS data needed to conduct research and evaluation activities, and both the academic institution and OASAS will be named on data use agreements.

3 PROPOSAL FORMAT AND CONTENT Amended 2/16/2024

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 APPENDIX C 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.**

1. A **cover letter** on institution 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.
2. **ATTACHMENT 3** – Vendor Assurance of No Conflict of Interest or Detrimental Effect Form
3. **ATTACHMENT 4** – Non-Collusive Bidding Certification
4. **ATTACHMENT 5** – Bidder's Certified Statements
5. **ATTACHMENT 6** – Diversity Practices Questionnaire
6. **ATTACHMENT 7** – Executive Order 177 Certification

7. **ATTACHMENT 8** – Executive Order 16 Certification
8. **ATTACHMENT 9** – §139-I Statement on Sexual Harassment
9. **ATTACHMENT 12** – Procurement Lobbying Law
10. **Letter of Commitment** – Must provide a Letter of Commitment that should be from an individual at the Academic Institute who has the authority to attest to resources committed in the proposal such as the Academic Dean and/or President of the Academic Institution that, at a minimum, should:
 - Be signed by the individual at the Academic Institute who has the authority to attest to resources committed in the proposal
 - Show support for application from the academic institution attesting to the resources to be committed and the scope of work
11. **Proof of Eligibility** – Prove eligibility by providing documentation of all the following:
 - The entity is an Accredited Institution of Postgraduate Education recognized by the US Department of Education
 - The entity is a Public/State Controlled Institution or Private Not-for-Profit Institution
 - The entity has a homebase campus in New York State
 - The entity is accredited to award doctoral degrees, including MDs, in public health, medicine, nursing, or a related discipline

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 or equivalent budget form**. (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 **Amended 2/16/2024**

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 numbered and font should be 12-point Times New Roman, and all margins should be one (1) inch wide. Technical Proposals should be limited to **18 pages**. *The biosketches and the organizational chart will not count towards this page limit.*

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 Technical Narrative Amended 2/16/2024

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

2a. Descriptions of Expertise and Resources of Academic Team and Academic Institution

- 2a.1. Describe the academic team's experience with data stewardship on behalf of government partners. List and describe any funded awards or grant partnerships (e.g., National Institutes of Health (NIH), Centers for Disease Control and Surveillance (CDC), and delineate peer-reviewed or other publications related to the funded awards and/or partnerships which involved data stewardship on behalf of government partners. Specify experience working with multiple stakeholders at substance use disorder treatment programs, such as in the OASAS system of care, specifically describing having conducted work with: **leadership**, program administrators, billers, counselors, and providers, Medicaid and other health insurance payors, and patients.
- 2a.2. List and describe the academic team's experience using data from SUD health systems and other administrative data, for evaluation and research, such as SPARCS data, US Census data, as demonstrated by funded awards or grant partnerships (e.g., NIH, CDC) and peer-reviewed or other publications. The suggested research will focus on quality assurance and organizational change. Please emphasize any past collaborations that may have focused on these two areas.
- 2a.3. Describe academic team's monitoring, evaluation, and research experience with respect to requirements and the intent of the RFP, include any relevant experience working with OASAS on prior initiatives (e.g., NIH-funded projects). Please clearly list all relevant peer-reviewed publications and grants (including grant numbers) that relate to experience described in this section.
- 2a.4. Describe in detail technical and analytic data expertise and available resources proposed to be used as part of initiatives for projects such as active data use agreements, datasets already housed within the institution, or datasets that are already linked and cleaned for analytic purposes. Please clearly list all relevant peer-reviewed publications and grants (including grant numbers) that relate to experience described in this section. Describe which OASAS client forms will be used as part of initiatives for this project specifying how client data will be used to answer proposed project questions and which program type(s) will contribute to proposed project questions. Please see attached link:
https://apps.oasas.ny.gov/portal/page/portal/OASAS_APPS.

2b. Documentation Related to Expertise and Resources in Section 2a

- 2b.1. Organizational Chart and/or Staffing Plan-Provide an organizational chart with a description of the structure of oversight/supervision of institution staff working on RFP-related initiatives and administrative support, brief descriptions of existing and proposed new positions that may be generated, and timeline and milestones for establishing and initiating the activities at academic institution. Plan can also include description of a steering committee or joint leadership team with

responsibilities and activities delineated. An Organizational Chart will not count towards the 18-page limit.

2b.2. Provide NIH biosketches for the academic team named on the application. NIH Biosketches will not count towards the 18-page limit.

2c. Proposed Projects

2c.1. Proposal including 2 potential projects, please include one proposed project that has a hypothesis-driven research focus and a program evaluation with or without a hypothesis-driven research focus. Both proposed projects must involve available OASAS data and at least one other data source. **Link proposed projects to evaluating the impact of Opioid Settlement Fund (OSF) initiatives on SUD care delivery in the OASAS system of care. See 2023 OSF initiatives: <https://oasas.ny.gov/opioid-settlement-funding-initiatives>. Specifically describing:**

- Proposed evaluation plans
- How findings will be used to inform enhancements or revisions to initiatives being evaluated
- How findings will be used to inform new OSF initiatives

3. Finalist Oral Presentation

OASAS will invite the top finalists to provide oral presentations. After completion of the technical narrative, financial, and diversity proposal evaluations, a composite score will be assigned to each Bidder, with the technical narrative proposal worth up to 58 points, the weighted financial proposal worth up to 20 points, and the diversity questionnaire worth up to 2 points. The vendor who has the highest composite score or is within ten points of the highest composite score will be a top finalist.

Finalists will present one (1) proposed potential project from section 2c.1 to OASAS research and evaluation staff.

- Be prepared to present for forty-five (45) minutes with an additional fifteen (15) minute question and answer period.
- Presentations will be virtual.
- Emphasize how outcomes will inform organizational reform and quality assurance.
- Discuss outcomes, forms, groups of people in play, timeline and dissemination plan - including description of how findings will be presented to the community and program.

The technical evaluators will score each oral presentation independently, awarding a maximum of 20 points.

4 PROPOSAL SUBMISSION

4.1 Deadline and Instructions for Proposal Submission

Proposals should be placed in an envelope/box as indicated on **Appendix C - 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 Amended 2/16/2024

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 Effect 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
 - j. **Letter of Commitment** - from the individual at the Academic Institute who has the authority to attest to resources committed in the proposal.
 - k. **Proof of Eligibility which included:**
 - o The entity is an Accredited Institution of Postgraduate Education recognized by the US Department of Education
 - o The entity is a Public/State Controlled Institution or Private Not-for-Profit Institution
 - o The entity has a homebase campus in New York State
 - o The entity is accredited to award doctoral degrees, including MDs, in public health, medicine, nursing, or a related discipline

- 4. The Bidder included a **Fiscal Proposal**, which included a completed **ATTACHMENT 2** or **equivalent budget form**

- 5. The Bidder included a **Technical Proposal, which included:**
 - a. A technical Narrative
 - b. NIH bio sketches of staff at academic institution named in the application

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 Amended 2/16/2024

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 Narrative, Fiscal, Diversity Practices and Finalist Oral Presentation (if applicable). The Bidder with the highest combined score will be selected.

A. Technical (78 points)

<u>Section of Technical Narrative (see Section 3.3 – Sub Section 2) (58 points)</u>	<u>Points</u>
2.a.1 Academic team experience data stewardship/government partnerships	15
2.a.2 Evaluation and Research Health Systems Data	15
2.a.3 Evaluation and Monitoring	10
2.a.4 Diversity and availability of data sources	8

2.b.1 Org chart and Biosketches	5
2.c.1 Innovation and relevancy of proposed projects	5

<u>Section of Technical Narrative (see Section 3.3 – Sub Section 2) (58 points)</u>	<u>Points</u>
2.a.1 Demonstrates extensive experience working with multiple stakeholders at substance use disorder treatment programs in the OASAS system of care	15
2.a.2 Demonstrates past OASAS collaborations with OASAS leadership in developing and implementing evaluation and research projects	15
2.a.3 Demonstrates extensive expertise of the OASAS system of care	10
2.a.4 Clearly links proposed projects to evaluating the impact of opioid settlement fund (OSF) initiatives on SUD care delivery in the OASAS system of care	8
2.b.1 Clearly describes how the proposed projects will be implemented	5
2.c.1 Demonstration of additional key competencies	5

<u>Section of Finalist Oral Presentation (20 points)</u>	<u>Points</u>
Clarity of the research methodology of the presenters	3
Clarity of linking outcomes to organizational reform and quality assurance	8
Clear discussion of OASAS data to be used	3
Timeline and Dissemination plan-including description of how findings will be presented to the community and program	3
Responses to questions proposed by OASAS	3

B. Fiscal (20 points)

The Fiscal score will be determined by:

- Review of **Attachment 2** Budget or equivalent for mathematical accuracies (2 pts)
 - Review limited to budget form only, notes associated with the budget will not be evaluated.
 - Minor discrepancies attributed to rounding will not be evaluated as inaccurate.
 - 0 errors=2 points, 1-2 errors=1 point, 3+ errors=0 points
- Grant funds requested (4pts)
 - (Lowest grant requested amount / applicant requested amount) x 4
- Match in-kind funds contributed (4Pts)
 - (Applicant match in-kind contributed / highest match in-kind contributed) x 4
- Review that the **Attachment 2** Budget or equivalent total is within the maximum allowable “OASAS Funded Amount” (10 pts)
 - 3 pts for each year total within \$300,000
 - 1 additional point if all 3 year totals are within \$300,000

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. If the above scores are tied, the proposal(s) with the highest score in 2.a.1 of the Technical Narrative will be ranked highest.
3. If the above scores are tied, the proposal(s) with the highest score in 2.a.2 of the Technical Narrative will be ranked highest.

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.

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.ny.gov/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 here: <https://www.osc.state.ny.us/state-vendors> to 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 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 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 30% for MWBE participation, 10% for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 20% 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.

The Successful Bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. **[FOR CONSTRUCTION CONTRACTS** – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. **[FOR ALL OTHER CONTRACTS** - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract]

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

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

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OASAS, the Contractor shall pay such liquidated damages to OASAS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR §142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting OASAS Designated Contact identified in this RFP.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan (**Attachment III-Form #1**) and/or Request for Waiver (**Attachment III-Form #2**), with their bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OASAS for review and approval.

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

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to OASAS Opportunity Programs Unit at: OpportunityPrograms@oasas.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OASAS to be inadequate, OASAS shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

- a) If a respondent fails to submit an MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If OASAS determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver (Request for Waiver- MWBE **Attachment III- Form #2**) of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OASAS but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report (**Attachment III-Form #3**) to OASAS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

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

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

Questions regarding OASAS M/WBE program or requests for technical assistance should be addressed to the Opportunity Programs Unit at OpportunityPrograms@oasas.ny.gov.

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 sub-contractors 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.

8.3 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.

I. Contract Goals

- A. OASAS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OASAS Designated Contact. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OASAS.

- C. OASAS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OASAS acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OASAS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OASAS to be inadequate, OASAS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OASAS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OASAS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OASAS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OASAS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OASAS for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OASAS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OASAS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OASAS but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OASAS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OASAS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.
- E. Waiver requests should be sent to OASAS.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any response thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OASAS with certified SDVOBs whom OASAS determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OASAS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the OASAS website and should be completed by the Contractor and submitted to OASAS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OpportunityPrograms@oasas.ny.gov.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/>

8.4 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.

8.5 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.

8.6 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](#), Subsection C. Consultant Disclosure Legislation found at <https://www.osc.state.ny.us/state-agencies/gfo/chapter-xi/xi18c-consultant-disclosure>.

8.7 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, and 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.

8.8 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.

8.9 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/>.

8.10 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 and 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 therefrom 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 therefrom 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.

8.11 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;**

8.12 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.

8.13 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 filtering for Cybersecurity) 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.

8.14 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.

8.15 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.

8.16 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.

8.17 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.

8.18 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 rights 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.

8.19 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/>.

8.20 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 you 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.

8.21 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.

8.22 Executive Order 16

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. In order to comply with Executive Order No. 16, State Entities must obtain a certification from applicants as part of a solicitation for a new contract or extension of an existing contract. Such Applicant certification shall be made utilizing **Attachment 8**.

8.23 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.

8.24 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).

8.25 Technology Provisions

8.25.1 Data Location and Related Restrictions

All data shall remain in the Continental United States. Any data stored, or acted upon, must be located solely in facilities or Data Centers, if applicable, in the Continental United States. Services that access data, directly or indirectly, may only be performed from locations within the Continental United States. All data at rest or in process must be protected in accordance with FIPS-140-2 cryptographic modules (level 1 or higher). Data in transit must employ cryptographic protocol TLS2 (or successor).

To the extent this data resides in an existing electronic health record system, the Successful Bidder must ensure all data and backup media are kept in the continental United States. Any breach of this requirement will result in the termination of the Successful Bidder's contract.

The Successful Bidder will ensure ongoing compliance of any applicable electronic health record solution and services utilized prospectively over the course of the contract in support of the fulfillment of the duties of this solicitation. In addition, as applicable, the Successful Bidder will ensure all future enhancements to the solution including but not limited to application code, database, reporting and system integrations comply with NYS Security standards and Federal laws, rules, regulations, and requirements. OASAS reserves the right to request third-party assessment of the solution and prospective enhancements, modifications or additions in order to assess and certify compliance at the Successful Bidder's expense.

To the extent this information is stored electronically, whether in an electronic health record, on a file server, or other electronic media, means, or service, the Successful Bidder must ensure the data is encrypted at rest, on file storage, database storage, or on back-up media, and in transit in accordance with State and Federal laws, rules, regulations, and requirements.

8.25.2 New York State Enterprise Information Security Policies

The Successful Bidder must comply with the applicable NYS Enterprise Information Security Policies provided at <https://its.ny.gov/policies> including but not limited to:

NYS-S14-013 Account Management / Access Control Standard

NYS-S10-001 CPE Requirements for ISOs/Designated Security Representatives Standard

NYS-S13-004 Identity Assurance Standard

NYS-P13-001 Information Security Exception Policy
NYS-S14-010 Remote Access Standard
NYS-S14-007 Encryption Standard
NYS-S15-001 Patch Management Standard
NYS-S15-002 Vulnerability Scanning Standard
NYS-S13-005 Cyber Incident Response Standard
NYS-S14-001 Information Security Risk Management Standard
NYS-S14-002 Information Classification Standard
NYS-S14-003 Information Security Controls Standard
NYS-P03-002 Information Security Policy
NYS-S13-002 Secure Coding Standard
NYS-S13-001 Secure System Development Life Cycle (SSDLC) Standard
NYS-P14-001 Acceptable Use of Information Technology (IT) Resources Policy
NYS-S14-005 Security Logging Standard
NYS-P10-006 Identity Assurance Policy
NYS-S15-003 802.11 Wireless Network Security
NYS-S14-006 Authentication Tokens
NYS-S14-009 Mobile Device Security
NYS-S14-008 Secure Configuration Standard
NYS-G10-001 Secure Use of Social Media Guideline
NYS-S13-003 Sanitization/Secure Disposal Standard
or their successor(s).

8.25.3 Ownership of all Communications and Data

All communications, data, reports, correspondence, records and documents (paper or electronic) related to the services provided under the scope of work are the property of OASAS and will be treated as confidential.

All State data is owned by the State exclusively and will remain the property of the State. The Successful Bidder is permitted to use data solely for the purposes set forth in the RFP and the Contract, and for no other purpose. At no time shall the Successful Bidder access, use, or disclose any confidential information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Successful Bidder is strictly prohibited from releasing or using data or information for any purposes other than those specifically authorized by the State. The Successful Bidder agrees that State data shall not be distributed, used, repurposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Successful Bidder, or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by the State.

8.25.4 Ownership of Non-Cloud Contract Deliverables

The Successful Bidder acknowledges that it is commissioned by the State to perform the services detailed in the RFP, which may include the development of intellectual property by Successful Bidder, its subcontractors, partners, employees, or agents for the State ("Custom Products"). Unless otherwise specified in writing in the RFP, upon the creation of such Custom Products, Successful Bidder hereby conveys, assigns, and transfers to the State the sole and exclusive rights, title, and interest in the Custom Products, whether preliminary, final, or otherwise, including all trademarks and copyrights. Successful Bidder hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Successful Bidder, its agents, employees, or subcontractors. Nothing herein shall preclude the Successful Bidder from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed in performing services under the Contract in the course of the Successful Bidder's business. The State may, by providing written notice thereof to the Successful Bidder, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of taking exclusive ownership and title to such Products. In such case, the State shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt, and distribute Custom Product as necessary to affect the general business purpose(s) as stated in the RFP and corresponding Contract fully.

8.25.5 Data Protection and Transmission of Data

The Successful Bidder shall use appropriate means to preserve and protect State data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. Successful Bidder must, in accordance with applicable law, regulations, or established requirements and the instructions of the State, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate and necessary data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of the Successful Bidder, or any non-compliance with the obligations of the Successful Bidder, then Successful Bidder shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Successful Bidder shall reimburse the State for any costs incurred by the State in correcting, recreating, restoring, or reprocessing such data or in providing assistance therewith.

The Successful Bidder agrees that any and all State data will be stored, processed, and maintained solely on designated target devices and that no State data will, at any time, be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the contract/agreement and/or any amendment or addendum thereof, or the Successful Bidder's designated backup and recovery processes, and is encrypted in accordance with all current federal and State statutes, regulations, and requirements, to include requirements for data defined as confidential, financial information, personal private and sensitive information (PPSI), personally identifying information (PII) or protected health information (PHI) by statute or regulations. The Bidder shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit in accordance with State and federal law, rules, regulations, and requirements. The solution shall provide the ability to encrypt data in motion and at rest in compliance with State or federal law. The Bidder shall use secure means (HTTPS) for all electronic transmission or exchange of system, user, and application data with the State. The Bidder must support FIPS 140-2 cryptographic modules and cannot have management of or hold the encryption keys.

8.25.6 Data Return and/or Destruction

At the expiration or termination of the Contract, at the State's option, the Successful Bidder must provide ITS/OASAS with a copy of all State data, including metadata and attachments, in a mutually agreed upon, commercially standard format and give the State continued access to State data for no less than 90 days beyond the expiration or termination of the Contract.

Thereafter, except for data required to be maintained by law or this Contract, the Successful Bidder shall destroy State data from its systems and wipe all its data storage devices to eliminate any and all State data from Bidder's systems. The sanitization process must be in compliance with NYS Security Policy NYS-S13-003, <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard> and, where required, CJIS sanitization and disposal standards. If immediate purging of all data storage components is not possible, the Bidder will certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. The Bidder must then certify to ITS/OASAS, in writing, that it has complied with the provisions of this paragraph. The State may withhold payment to Bidder if State data is not released to ITS/OASAS in accordance with the preceding sections.

8.25.7 Access to Data

The Successful Bidder shall not copy or transfer data unless authorized by OASAS. In such an event, the data shall be copied and/or transferred in accordance with the provisions of this Section and as directed by OASAS. The Successful Bidder shall not access any data for any purpose other than fulfilling the service. Successful Bidder is prohibited from data mining, cross tabulating, monitoring authorized user's data usage and/or access, or performing any other data analytics, other than those required within the Contract. At no time shall any data or processes (workflow, applications, etc.) be copied, disclosed, or retained by the Bidder or any party related to the Bidder. Bidder is permitted to perform industry standard back-ups of data. Documentation of back-up must be provided to the Authorized User upon request. Bidder must comply with all security requirements within the Contract.

For purposes of this section, **authorized user** is defined as someone who is granted access to a computer system, network, or database by the owner or administrator of that system

8.25.8 Federal or State Requirements

The Successful Bidder will comply with Federal and State law and regulations regarding personal, private, and sensitive data. In the event it becomes necessary for the Successful Bidder to receive Confidential Information that Federal or State statute or regulation prohibits from disclosure, the Successful Bidder hereby agrees to return or destroy all such Confidential Information that has been received from the State when the purpose that necessitated its receipt by the Successful Bidder has been completed. In addition, the Successful Bidder agrees not to retain after termination of the Contract any Confidential Information that federal or State statute or regulation prohibits from disclosure.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, the Successful Bidder agrees to extend the protections of the Contract for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If the Successful Bidder elects to destroy Confidential Information,

it shall use reasonable efforts to achieve the same and notify the State accordingly. The Successful Bidder agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information that federal or State statute or regulation prohibits from disclosure.

The Successful Bidder agrees that it shall immediately report to the State the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information of any New York State Agency information directly to that New York State Agency. The State may terminate the Contract if it determines that Contractor has violated a material term of this section. The terms of this section shall apply equally to the Bidder, its agents, and its subcontractors, if any. The Successful Bidder agrees that all subcontractors, if any, and agents shall be made aware of and shall agree to the terms of this section.

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 Public Announcements/Press Releases

The Successful Bidder agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding this proposal or Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding this proposal or 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:

<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

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 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	Reserved
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
9	Statement on Sexual Harassment Certification
10	Reserved
11	Reserved
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	Checklist of Submission Requirements
D	Reserved
E	Sample Attachment 2 – Budget

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