

**NYS OASAS - Request for Proposals (RFP) - 23022  
Gambling, Health, and Recreational Behaviors Study**

**Expected Timeline for Key Events:**

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
RFP Release Date	11/18/2024	
Deadline for Submission of Written Inquiries	12/11/2024	5:00 PM EST
Anticipated Release of Inquiries & Answers by OASAS	12/20/2024	
Bid Proposal Submission	1/21/2025	4:30 PM EST
Anticipated Contract Start Date	9/1/2025	

**Email All Inquiries To:**

[Procurements@oasas.ny.gov](mailto:Procurements@oasas.ny.gov)

**Subject: RFP 23022 – Gambling, Health, and Recreational Behaviors Study**

**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 - 23022

**Please be aware that any expenses your firm incurs in the preparation and submission of the proposal(s) will not be reimbursed by the State. Your firm's continued interest in providing service to the State of New York is appreciated.**

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# 1 INTRODUCTION

## 1.1 Purpose

The New York State (NYS) Office of Addiction Services and Supports (OASAS) is issuing this Request for Proposals (RFP) to responsive and responsible Bidders that can conduct a NYS Gambling, Health, and Recreational Behaviors study of non-institutionalized adults over a 10-year period. The successful bidder will conduct, analyze, and provide statistically valid estimates along with written documents for a biennially administered survey, in addition to collecting qualitative data to better understand the contextual issues related to gambling behavior among NYS adults. This data will allow OASAS to monitor and develop an understanding of: trends associated with attitudes and behaviors towards gambling; prevalence of problem gambling and gambling disorder including in higher risk populations; community awareness of problem gambling behaviors and availability of services. In addition, study results will assist OASAS in continued planning and implementation of problem gambling services and supports both within communities and statewide.

## 1.2 Information About OASAS

**Mission:** The mission of NYS OASAS is to provide, support, and oversee a data-driven continuum of addiction services delivered with equity, dignity, compassion, and respect.

**Vision:** OASAS envisions that people in New York impacted by addiction will thrive and lead healthy lives.

**Overview:** OASAS oversees one of the nation's largest Substance Use Disorder systems of care with approximately 1,700 prevention, treatment, and recovery programs serving over 730,000 individuals per year. This includes the direct operation of [12 Addiction Treatment Centers](#) where our doctors, nurses, and clinical staff provide inpatient and residential services to approximately 8,000 individuals per year.

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

## 1.3 Funding Available

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

## 1.4 Eligible Bidders

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

Eligible Bidders must have at least five (5) years of experience developing and implementing statewide and regional surveys. In addition, Eligible Bidders must also have experience in qualitative data methodologies (or mixed methods research experience) in gambling, or any other specific addictive health behavior, or relevant population health

topics. Preference will be given to bidders with expertise in developing and implementing surveys assessing for gambling prevalence, attitudes, and behaviors.

### 1.5 Funding Restrictions

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

### 1.6 Contract Period

Unless modified as provided herein, the resulting contract will be effective for a period of ten (10) years, contingent upon continued appropriation of funding.

### 1.7 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](mailto:Procurements@oasas.ny.gov)

The following are permissible contacts by a Bidder:

1. The submission of written proposals in response to this RFP.
2. The submission of written questions via email to [Procurements@oasas.ny.gov](mailto: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.

## 1.8 Definitions for this RFP

**“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.

**“Bidder,” “Applicant,” and “Respondent:” (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.

**“Non-institutionalized adult”:** Refers to a person who is at least 18 years old and is not a member of the institutionalized population that includes persons residing in institutions such as nursing homes, prisons, jails, mental hospitals, and juvenile correctional facilities.

**“Survey years”:** refers to the years in which the biennial survey is administered. These years are identified as years 1, 3, 5, 7, and 9, or otherwise known as the odd number years of the contract.

**“Non-survey years”:** refers to the years in which the biennial survey is not administered; these years are identified as years 2, 4, 6, 8, and 10, or otherwise known as the even years of the contract.

**“Internal-use only data files”:** refers to data files and documentation that arise from this contract and shared by the Successful Bidder and intended to be used within OASAS only and therefore could include restricted files that can otherwise not be shared publicly.

**“Public use data files”:** refers to data files and documentation that can be shared with the public and excludes restricted files that are deemed to have sensitive information and/or contains data that could potentially be used to re-identify survey or qualitative participants. Excluded data or files could also be related to variables that include categories with small cell sizes. Considerations about what could be excluded should be described in disclosure avoidance plan. Final decisions should be discussed and agreed to by both Successful Bidder and OASAS.

## 1.9 Bidder Conference

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

## 1.10 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](mailto:Procurements@oasas.ny.gov) with a subject line of **OASAS Project No.: 23022**. 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](mailto: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**.

## 1.11 Clarifications or Modifications to the RFP

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

## 1.12 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.

## 1.13 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 Program Objectives

The Successful Bidder shall:



- A. Conduct five (5) biennially administered NYS Gambling, Health, and Recreational Behaviors surveys among non-institutionalized adults, with the first administration completed by the first quarter of calendar year 2026, to obtain a prevalence baseline of New York residents.
- B. On non-survey administration years, collect and analyze qualitative data (such as focus groups, key informant and in-depth interviews, photovoice, or other type of qualitative data) from multiple stakeholders to enrich contextual understanding of problem gambling behaviors in NYS, providing written documents and ongoing consulting support to OASAS (including any additional questions or areas of focus that should be included in future surveys).
- C. Throughout the term of the contract, serve as a reliable source of relevant and updated information on the gambling landscape in NYS and nationally by continuously building knowledge base on gambling behaviors and problem gambling, for the entire duration of the contract, as evident in documentation (Executive Summaries, Annual Full reports, Topical Reports) and presentations to OASAS and targeted groups.
- D. Provide subject matter expertise-level support to OASAS for the duration of the contract. During the course of the contract, Successful Bidder will be required to provide OASAS with resume of any new staff hired to work on any of the contract activities.

## **2.2 Preliminary Step – Year 1 Only**

The Successful Bidder shall:

Review previously collected NYS data and related documentation (from last survey conducted in 2020) as a preliminary step to understanding previous gambling data collection efforts in NYS and offer recommendations for improving data collection (including methods, survey tools, data analysis etc.) in the Gambling, Health, and Recreational Behaviors Study.

### Deliverable:

1. Develop a NYS Gambling Data Review Report evaluating the 2020 NYS Gambling survey processes and findings. This report should include recommendations for data collection – methods, survey tools, data analysis etc. based on the review of the previously collected materials.

### Performance Requirement:

1. The Review Report shall be provided to OASAS within the first month of Year one of the contract, as a preliminary step only in Year One.

## **2.3 Survey Years Data Collection**

The Successful Bidder shall:

Develop and issue the survey biennially, for a total of 5 times over the duration of the contract, in coordination with OASAS on each stage of the work.

## Deliverables during the Pre- Data Collection Phase:

1. Develop and submit an Annual Study Proposal *within the first quarter of each survey year* which includes the following components:
  - a. Comprehensive Sampling Method and Design Plan that will yield a statistically valid and representative sample that allows for a statewide, regional (see Appendix B) and when possible, county estimate of individuals with, or at-risk for, a gambling disorder by:
    - i. Gender Identity and Sexual Orientation
    - ii. Age groups
    - iii. Race/ethnicity (for both general population and when necessary for specific groups including but not limited to Asian Americans and those who identify as Black, Indigenous, and People of Color (BIPOC))
    - iv. Rural/urban status (more information provided in Table 1 of Appendix B). For understanding of urban and rural classifications, please refer to [NCHS Urban-Rural Classification Scheme for Counties | National Center for Health Statistics | CDC](#).
    - v. Primary language
    - vi. Others as determined by OASAS

Minimum sample size calculations should be guided by established statistical procedures and experience from other established surveys such as the Behavioral Risk Factor Surveillance System (BRFSS), especially for obtaining sample that is adequate to generate reliable estimates at statewide, regional, and for most (if not all) county level. The sample should enable estimates of key indicators that include but are not limited to past year gambling and problem gambling with 95% confidence and a confidence interval of +/-3 percentage points for general population-based indicators and +/-5 percentage points for indicators for targeted subpopulations within the statewide sample. It is expected that the sample size for each survey administration would be in the range of at least a few thousand respondents.

- b. A Participant Recruitment Strategy Document that demonstrates how survey respondents will be selected in such a way so that the distribution of the sample according to the regions listed (Table 1 of Appendix B) mirrors that of the State's 18 years or older, non-institutionalized adult population. This should include a full description of how successful bidder plans to obtain a probability-based sample and conduct the survey utilizing methods of telephone, online, mail or address-based sampling survey in combination with other methods that will obtain valid and reliable sample size data for the entire state, the ten economic development zones (refer to <https://esd.ny.gov/regions> for grouping), and by county as defined in Table 1 of Appendix B. The successful bidder should also include considerations for response and non-response rates. The methods for calculating response rates should conform to criteria recommended by the American Association for Public Opinion Research (AAPOR). Oversampling and/or purposive sampling of people who have gambled in the past year may be permissible to obtain demographic information for people who may be at risk for or currently have a gambling disorder.
- c. A Survey Weighting Plan that describes methods to be used to create sample weights for deriving New York State population-level estimates.

- d. Survey Instrument Development documents. The successful bidder will be required to develop the survey questions, with OASAS final approval of survey instrument prior to data collection. The documentation to be provided to OASAS must include:
  - i. Survey instrument with survey items covering topics pertaining to:
    - a. Recreation and Social Activities: Questions about volunteering or participating in clubs, sports, religious events, or other community activities.
    - b. Gambling Activities: Questions about severity, frequency and duration (such as lifetime, within the past 12 months and past 30 days) type of gambling, location of gambling activity, factors influencing gambling behaviors, and gambling expenditures.
    - c. Gambling Awareness: Questions about age first gambled, friends/family participation in gambling activities; perceptions on gambling, its community impact and the recognition of harms; occupational exposure associated with gambling.
    - d. Demographic Profile: Age, race, ethnicity, gender, sexual orientation, marital status, income, education and employment, housing type, disability status, health insurance status, number of children in household, veteran status, religion, culture, and other related variables.
    - e. Co-occurring behavioral and general health status: Include self-reported chronic disease status. Behavioral health section could include questions on overall well-being, inadequate sleep, mental health conditions (such as anxiety and depression, ADHD), suicidal ideation, and opioid/prescription drug use and other substance use such as tobacco, alcohol, and cannabis. General health questions could include chronic disease status and risk/health behaviors, such as neurocognitive conditions, chronic obstructive pulmonary disease, stroke, coronary heart disease, asthma, cancer, arthritis, kidney disease, diabetes, obesity and overweight, and oral health.
  - ii. Relevant information on validity and reliability of survey items.
  - iii. Language translations of surveys (at the very minimum a Spanish language version must be available. Other languages may also be needed).
  - iv. Online Survey Programming and Testing Plan.
    - a) A Data Quality Assurance Plan outlining the quality assurance and verification procedures for “cleaning” the data (i.e., detecting and resolving inconsistent responses, out of range values, etc).
    - b) Institutional Review Board Approval/Exemption Document
    - c) Provide a timeline for conducting survey activities based on 12 calendar months per issuance of each survey that should include all key milestones and deliverables. An *example* of a timeline format is provided in the Appendix B.

2. Provide *revised* Annual Study Proposals which should include updated components of the above.

#### Deliverables During the Data Collection Phase:

3. Conduct the survey, following approved plan as described in the *revised* Annual Study Proposal document.
4. Status Reports every month, providing current project status including agreed upon data elements (such as number of respondents recruited), challenges, proposed solutions.

#### Deliverables During the Post-Data Collection Phase

5. Provide OASAS with unweighted data sample for preliminary review.
6. Within approximately 4 - 6 months of completion of each survey administration, provide analysis of the survey data in written reports, charts, graphs, executive summaries and other formats as determined with OASAS. In addition, the bidder will formally present the survey and findings at a scheduled virtual meeting with OASAS.
7. Provide OASAS with internal-use only dataset and related documentation (in SAS, STATA, and Excel/CSV versions). The documentation should include at least the following:
  - a. Final Survey Weighting Plan and sampling report
  - b. Data Dictionary
  - c. Final Survey Instrument
  - d. Variable Matrix Report
  - b. Codebook/Frequency Report
8. Disclosure Avoidance Plan Document – Detailing a well thought out plan aimed at preventing potential re-identification of survey respondents, particularly those from population groups and/or locations with fewer numbers across New York State. This will support considerations for any potential sharing of datasets for public use.
9. Provide public use data files and documents (Datasets, Survey Instruments, Codebook, Survey Matrix Documents)

#### Other Activities & Deliverables in Survey Years

10. Provide ongoing consultation and support to OASAS during the term of the contract that may include compiling additional reports, performing evidence scan and developing reports to communicate findings, fact sheets, policy analysis, or information as deemed necessary.
11. Contribute to science through preparation of at least two conference abstracts in joint efforts with OASAS. Relevant OASAS staff can participate but the successful bidder will lead in all

the steps required to complete this task. The abstract could be submitted for either poster and/or oral presentation. Targeted conferences to present abstracts could include the annual American Public Health Association meeting or well-attended gambling specific conferences, as agreed to by vendor and OASAS (within the first quarter of each year). At the minimum, one staff from the successful bidder's team must attend and present at agreed upon conferences when the submitted abstract is accepted for presentation. OASAS reserves the right to physically attend any such conference. Draft poster or PowerPoint slides must be shared with OASAS for approval prior to presentation.

12. Annual Report and Presentation to the OASAS, with elements of the presentation including:
  - a) Gambling Landscape – New science, Policy initiatives, and Emerging trends across New York and the United States.
  - b) Notable findings, conclusions and recommendations based on survey and/or qualitative data collected during each and successive contract years.

## 2.4 Non-Survey Years

The Successful Bidder shall:

Develop and conduct qualitative research biennially, for a total of 5 times over the duration of the contract, in coordination with OASAS on each stage of the work.

### Deliverables During the Pre-Data Collection Phase

1. Develop an Annual Study Proposal *within the first quarter of each non-survey year* which includes the following components:
  - a. A Concept Plan that clearly identifies a selected group or groups (including, but not limited to, individuals who engage in, or is impacted by gambling, providers who treat problem gambling, community leaders, policy makers/elected officials, career public officials who oversee problem gambling activities including at local, state, and national levels, and other relevant individuals and groups) with a well thought out rationale for selection, a key group to focus on proposed research questions, number of interviews to conduct, among other relevant details.
  - b. A Participant Recruitment Strategy Document that demonstrates how participants will be contacted and recruited. Components of this plan must include data quality assurance, verification procedures, as well as considerations for data saturation.
  - c. Draft instrument guides available in English, and any other relevant language specific to the group/individuals planned to be recruited into the study.
  - d. Considerations for research ethics and ensuring Institutional Review Board approval or exemption.
  - e. Plans for transcribing (and translating when necessary) the data, data storage, data organization including coding and thematic analysis and any other appropriate methods.

- f. Plans for sharing transcripts and other necessary data documentation with OASAS.
  - g. Provide a timeline for conducting non-survey activities based on 12 calendar months per issuance of each survey that should include all key milestones and deliverables. An *example* of a timeline format is provided in the Appendix B.
2. Provide revised Annual Study Proposal that includes updated components of the above, incorporating feedback from OASAS.

#### Deliverables During Data Collection

3. Conduct interviews or any other qualitative data collection, following approved plan as described in the *revised* Annual Study Proposal document.
4. Monthly Status Reports, providing current project status including agreed upon data elements (such as number of individual and/or group interviews conducted), challenges, proposed solutions.

#### Deliverables During Post-Data Collection Phase

5. Provide interview transcripts and other data documentation (including interview logistics, moderator/observer notes, summary of relevant non-verbal communication during the interview sessions) related to the research. In addition, the bidder will formally present findings at a scheduled virtual meeting with OASAS.

#### Other Activities in Non-Survey Years

6. Develop manuscripts in collaboration with OASAS, for a total of 5 manuscripts over the duration of the contract.
  - a. Manuscript drafts must be based on any of the following: data collected through this contract; other publicly available data or other data OASAS have been granted the rights to use for publication purpose; or rigorous review of evidence (such as scoping reviews, systematic reviews and/or meta-analyses). Relevant OASAS staff can participate in this effort at all stages of the work (including planning, analysis, writing, and review), but the Successful Bidder will lead in all the steps required to complete associated tasks.
7. Submit manuscript drafts in collaboration with OASAS to targeted journals for publication, with final approval from OASAS. The Successful Bidder must also respond to suggested revisions from journal and resubmit edited manuscripts.
8. Provide ongoing consultation and support to OASAS during the term of the contract that may include compiling additional reports, performing evidence scan and developing reports to communicate findings, fact sheets, policy analysis, or information as deemed necessary.

9. Contribute to science through preparation of at least two conference abstracts in joint efforts with OASAS. Relevant OASAS staff can participate but the Successful Bidder will lead in all the steps required to complete this task. The abstract could be submitted for either poster and/or oral presentation. Targeted conferences to present abstracts could include the annual American Public Health Association meeting or well-attended gambling specific conferences, as agreed to by vendor and OASAS (within the first quarter of each year). At the minimum, one staff from the Successful Bidder's team must attend and present at agreed upon conferences when the submitted abstract is accepted for presentation. OASAS reserves the right to physically attend any such conference. Draft poster or PowerPoint slides must be shared with OASAS for approval prior to presentation.
10. Annual Report and Presentation to the OASAS and partners invited by OASAS, with elements of the presentation including:
  - a. Gambling Landscape – New science, Policy initiatives, and Emerging trends across New York and the United States.
  - b. Notable findings, conclusions and recommendations based on survey and/or qualitative data collected during each and successive contract years.

### 3 PROPOSAL FORMAT AND CONTENT

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

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

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

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

#### 3.1 Administrative Proposal

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

1. A **cover letter** on company letterhead with an original signature is an integral part of the bid package. The **cover letter** should be signed by the individual who is authorized to

contractually bind the Bidder and should include a statement that the Bidder's offer is valid for a minimum of 180 days after submission deadline.

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 11** – Eligible Bidder Checklist
10. **ATTACHMENT 12** – Procurement Lobbying Law

### 3.2 Fiscal Proposal

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

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

### 3.3 Technical Proposal

#### Part A: Bidder Qualifications

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

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

3. Bidder's Qualifications

The Bidder should clearly demonstrate in their proposal how they meet the qualifications described in the Eligible Bidders section of the RFP. The Bidder's proposal should clearly demonstrate experience implementing a survey or study to estimate gambling behaviors of a statewide population, or at the national level, or survey experience from other population health related fields and/or other potentially addictive risk behaviors. Preferred bidders will have experience developing and implementing surveys assessing for gambling prevalence, attitudes and behaviors.



## **Part B: Organizational Structure**

1. Organization Background, Experience and Capacity
  - a. Describe how the Bidder's infrastructure (e.g., physical setting organizational/managerial staffing, experience of personnel, etc.) will support the implementation of the proposed scope of work and explain how this work fits into the Bidder's mission.
  
2. Staffing, Administration and Project Management
  - a. Provide a functional organizational chart representing how the project will be managed.
  - b. Describe the qualifications of key staff, retained consultants, and subcontractors and the role they will play in this contract. Identify the manager responsible for the overall project. Provide most current resumes or biographical sketches for all key staff and consultants and can be included as an attachment to your technical proposal submission.
  
  - c. Identify the lead project manager and liaison to OASAS.

## **Part C: Project Planning**

### 1. Overview

Provide a brief overview of the project demonstrating:

- a. An understanding of OASAS' purpose in conducting the Gambling, Health, and Recreational Behaviors Study.
- b. Prior experience in complex survey design methods, instrument development, survey programming, participant recruitment approaches, data collection, statistical analysis of large survey data, preparing data files and documentation. In addition, the proposal should clearly demonstrate experience in the conceptualization and use of the qualitative inquiry approach, and technical report writing. Also, clearly identify experience developing and conducting qualitative studies, involving use of methods such as focus groups, key informant, and in-depth interviews, photovoice, or other type of qualitative data, conducting policy analysis, performing evidence scans and literature reviews. In addition, any experience with geospatial data analysis can be included.
- c. Ability to work with public or private entities in conducting studies requiring large-scale data collection (that included a sample of at least 2,000 respondents in a single survey).
- d. Understanding of the scope of work required including sampling, survey administration, data management and analysis, qualitative research process, and report writing.
- e. Experience with keeping up to date with the landscape of problem gambling field (or any other suitable population health topic). This experience should include all of science/research, epidemiology, policy, and intervention at the state and national levels.
- f. Experience preparing topical reports, policy briefs, conference abstracts, manuscripts, and any other suitable documents should be fully described.

## 2. Survey Instrument Development

- a. Describe how the survey items will be developed, formatted, and programmed. Please refer to Section 2.3 for topics that could be covered. The survey instrument is expected to cover among others the topic areas listed in the scope of work.
- b. Describe how the survey instrument(s) will be tested; and including considerations for validity and reliability.

## 3. Sample Design

- a. Describe plan to conduct the biennial survey as described in the Scope of Work, to include detail of the following:
  - i. Methods of recruitment to reach the desired sample size of New York residents in each region.
  - ii. Estimate response rates for all data collection modes used to administer the biennial survey utilizing standard methods provided by the AAPOR.
  - iii. Strategies to maximize response rates (using AAPOR guidelines), including but not limited to provision of incentives and other scientifically valid approaches, that are consistent with best ethical practice, and that can be approved by an Institutional Review Board (IRB).
  - iv. Describe how the recruited sample will be representative of NYS adult (18 years and older) non-institutionalized population. Include plans for weighting; the use of approaches used in standard national surveys, especially the Behavioral Risk Factor Surveillance System (BRFSS) (also conducted at state level) is highly encouraged (other examples that utilize complex survey design methods could include the National Health and Nutrition Examination Survey (NHANES), and the National Survey on Drug Use and Health (NSDUH)).
- b. Provide a detailed timeline with milestones for activities and deliverables required under the Scope of Work – Section of the RFP for the full length of the contract.

## **Part D: Survey Administration**

1. Describe the method of data collection (i.e., phone, mail, online survey, etc.) to be used, with details of measures to ensure only individuals currently residing in NYS are invited to participate in each survey. Also include description of the proposed percentage allocation for survey respondents to each method when multiple methods (i.e., phone, mail, online survey, address-based sampling etc.) are proposed to be used.
2. Identify the anticipated duration of the data collection period.
3. Describe how staff will be hired and trained.
4. Describe how staff will be monitored and supervised.
5. Describe how respondents will be selected and contacted, including any follow-up activities.

## **Part E: Data Analysis**

1. Describe weighting procedures to show how the sample will represent the adult population distribution of New York State, counties, and specified regions (Southern Tier, Central, Mid-Hudson, Western, Finger Lakes, Mohawk Valley, Capital Region, North Country, Long Island and New York City). Please refer to Table 1 in Appendix B. Visit <https://esd.ny.gov/regions> for more on region groupings and the counties represented in each region.

## **Part F: Qualitative Data Collection Activities**

1. Describe the method to be used for focus groups, in-depth interviews, key informant interviews, and/or photovoice data collections. Include details on how to ensure only individuals currently residing and/or practicing (in case of providers) in NYS are invited to participate in each session. Also include description of the proposed number of individuals per group (in case of focus groups), or target number for individual interviews, proposed duration for each interview session.
2. Identify the anticipated duration of the data collection period.
3. Describe how staff will be hired and trained.
4. Describe how staff will be monitored and supervised.
5. Describe how respondents will be selected and contacted (including any follow-up activities).
6. Describe the process for conducting the interview/group session including setting logistics for the sessions, location (in-person or virtual), moderating the sessions (including setting ground rules), recording, transcribing, and translation (when needed).
7. Describe the process for developing and testing guides for qualitative data collection. Also provide detailed explanation related to data saturation considerations.
8. Describe the process for organizing and presenting the data, proposed use of relevant software or tool, method for ensuring inter-coder reliability and other relevant detail.

## **Part G: Return of Data/Production and Acceptance of OASAS Data File**

1. Describe the data files and documentation that will be provided to OASAS. At the minimum, data files and codebooks should be available in multiple formats including at least the following extensions (csv, xlsx, dta, and sas). For qualitative data, describe the process for sharing transcripts and other relevant documentation (including translation into English when languages other than English is used for primary data collection).
2. Include a sample of documentation (not to exceed 12 pages) provided to previous client (if available); and
3. Include a sample of a final report provided to previous clients.

## **Part H: – References**

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

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

## **4 PROPOSAL SUBMISSION**

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

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

The Administrative, Fiscal, and Technical Proposals should be sealed in envelopes/boxes and delivered to OASAS at the address listed on page one (1) of this RFP. Complete proposals must be received by OASAS **by the date and time listed in the Expected Timeline for Key Events**.

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

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

### **4.2 Status of Information**

- A. OASAS shall not be bound by any oral or written information released prior to the issuance of this RFP.
- B. OASAS shall not be bound by any oral or written representations, statements, or explanations other than those made in this RFP, in OASAS written responses to inquiries, or in a formal written amendment or addendum to this RFP.
- C. OASAS shall not be liable for any costs incurred by Bidder in the preparation and production of a bid or for any work performed prior to the execution of a formal contract.
- D. Modified Proposals

1. A Bidder may submit a modified proposal up until the proposal due date and time.
  2. Only the last timely version of the proposal will be considered.
- E. Confidential/Proprietary Information: Bidders shall specifically identify those portions of their proposal deemed to be confidential, proprietary information, or trade secrets and provide any justifications why such material, upon request should not be disclosed by OASAS. Such information deemed by the Bidder to be confidential/proprietary shall be easily separable from the non-confidential/non-proprietary sections of the proposal. All pages that are "Confidential/Proprietary" must be marked accordingly in the header, footer, or margin of the pages.

## 5 EVALUATION OF PROPOSALS AND SELECTION

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

### 5.1 Completeness Review/Non-Responsive Proposals

Proposals submitted in response to this RFP shall first undergo a completeness review. Those determined to be responsive and complete shall continue in the evaluation process. Conversely, those submissions deemed incomplete and/or non-responsive shall be removed from further consideration.

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

1. The proposal was **received by the date and time listed in the Expected Timeline for Key Events.**
2. The Bidder **met the eligibility requirements and must complete and submit ATTACHMENT 11 – Eligible Bidder Checklist.**
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**
4. The Bidder included a **Fiscal Proposal, which included: ATTACHMENT 2 - Budget**
5. The Bidder included a **Technical Proposal, which included:**
  - a. **ATTACHMENT 10 – References (Similar Engagements)**

## 5.2 Negotiations

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

## 5.3 Evaluation Process

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

Preference will be given to bidders who have specific experience in developing and implementing specific statewide and/or regional surveys focusing on gambling, problem gambling, gambling disorder or other addictions, and also demonstrated expertise in qualitative data methodologies (or mixed methods research experience) in gambling or any other specific addictive health behavior.

### A. Technical (78 points)

Bidders will be scored on their proposed ability to conduct, analyze, provide written documents and ongoing consulting support to OASAS in accordance with the scope of work identified in Section 3.3. Points will be allocated based on the following categories:

Part A – Bidder Qualifications	15 points
Part B – Organizational Structure	6 Total Points
Organization Background, Experience and Capacity	3 points
Staffing, Administration and Project Management	3 Points
Part C – Project Planning	20 Total Points
Overview	5 Points
Survey Instrument Development	7 Points
Sample Design	8 Points
Part D – Survey Administration	10 Points
Part E – Data Analysis	10 Points
Part F – Qualitative Data Collection Activities	13 Points
Part G – Return of Data	1 Point
Part H – References	3 Points

**B. Fiscal (20 points)**

The Fiscal score will be allocated to the responsible proposal with the lowest cost proposed on **ATTACHMENT 2 in the total 10-year amount box**. All other responsive proposals will receive a proportionate score based on the relation of their Financial Proposal to the proposal with the lowest cost.

**C. Diversity Practices (2 Points)**

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

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

**5.4 Tie Breaker**

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

1. Bidder with the highest fiscal score;
2. Bidder with the greatest number of years of relevant experience;
3. Bidder is a Minority, Women-Owned, Small Business Enterprise, or Service-Disabled Veteran-Owned Business.

**5.5 Notification of Award**

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

**5.6 Debriefing**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Debriefings may be requested by any Unsuccessful Bidder, within 15 business days after the date on their notification letter indicating that they did not receive a contract award. The debriefing will be limited to only the evaluation results as they apply to the proposal of the Bidder receiving the debriefing.

**5.7 Protests of Award Decisions**

**5.7.1 Protests Related to the Solicitation Process/ Award Outcome**

Protests of an award decision must be filed within ten (10) business days after the notice of non-award or five (5) business days from the date of the debriefing. The Commissioner or their designee will review the matter and issue a written decision within twenty (20) business days of receipt of protest. All protests must be in writing and must clearly and fully state the legal and factual grounds for the protest and include all relevant documentation. The written

documentation should clearly state reference to the solicitation title and due date. Such protests must be submitted to:

NYS Office of Addiction Services and Supports (NYS OASAS)  
Bureau of Contract Management  
1450 Western Avenue  
Albany, NY 12203

### **5.7.2 Appeal to the Office of the State Comptroller**

If the protesting party is still unsatisfied with the result of its protest after conclusion of the formal protest described above, the protesting party may file a written appeal with the OSC within 10 business days of the date the protesting party received OASAS' protest determination. An appeal to the OSC's Bureau of Contracts must be in writing and must contain the specific factual and/or legal allegations setting forth the basis upon which the protesting party challenges the contract award by OASAS. Such appeal must be filed with the Director of the Bureau of Contracts at the NYS Office of the State Comptroller (OSC), 110 State Street, 11th Floor, Albany, NY 12236.

## **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](mailto: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> and complete the Substitute W-9 form and submit following the instructions provided.

### **6.3 Invoice Preparation**

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

1. OASAS as customer agency
2. Invoice number or account number
3. Invoice Date
4. Your organization's SFS Vendor Number
5. OASAS Unit ID of 3670000
6. Contract ID Number (i.e.: OAS01-C00XXXX-3670000) associated with the invoice
7. Line item details that match the corresponding PO line item

When possible, a PDF version of invoices should be emailed to [accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov). The subject line should include the Invoice Number and OASAS 3670000. If sent electronically, do not send a paper copy of the invoice as this can cause duplication which may slow down the payment process.

If submitting a paper copy of an invoice, send it to:

OASAS  
c/o NYS OGS BSC ACCOUNTS PAYABLE  
BUILDING 5, 5TH FLOOR  
1220 WASHINGTON AVE  
ALBANY NY 12226-1900

## **7 GENERAL TERMS AND CONDITIONS**

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

### **7.1 OASAS Reserved Rights**

OASAS reserves the right to:

- A. Prior to the bid opening, amend or modify the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- B. Change any of the scheduled dates.
- C. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments.

- D. Withdraw the RFP at any time, at OASAS' sole discretion.
- E. Make an award under the RFP in whole or in part.
- F. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders.
- G. Seek clarifications and revisions of bid proposals.
- H. Reject any and all bid proposals received in response to this procurement.
- I. Make inquiries, at OASAS's discretion and by any means it may choose, into a Bidder's background or statements made in the bid to determine the truth and accuracy of statements made by a Bidder.
- J. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the RFP.
- K. Request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.
- L. Disqualify the awardee if it is determined that false or inaccurate information has been submitted by a Bidder regarding proposed candidates, and at OASAS' sole discretion, award the contract to one of the other original Bidders, based on the Bidders' best value scores.
- M. Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the RFP.
- N. Disqualify a Bidder from receiving the award if such Bidder, or anyone in the Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- O. Negotiate with the selected Bidder within the requirements of this procurement to serve the best interests of the State.
- P. Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder.
- Q. Waive any requirement that is not material and/or unable to be accurately assessed.
- R. Waive minor irregularities and/or omissions in bids, if in the best interest of the State.
- S. Utilize any and all ideas submitted in the proposals received, except those that are specifically identified by a Bidder as "trade secrets".

- T. Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
- U. Cancel or modify contracts due to the insufficiency of appropriations.
- V. Accept proposals after the due date for submission for good cause, if in the sole discretion of OASAS good cause has been established.
- W. Have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented, or furnished by the Bidder under any agreement resulting from this RFP.
- X. Make additional award in excess of the posted amount if additional funding is made available.
- Y. Make awards based on geographical or regional consideration to best serve the interests of the State.
- Z. Make multiple awards within a geographic area.
- AA. Make awards based on the needs of underserved populations as determined necessary and appropriate in the sole discretion of OASAS to best serve the interests of the State.

## **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, Form #1 (ATTACHMENT III) and/or Request for Waiver, Form #2 (ATTACHMENT III), 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](mailto: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- Form #2 ATTACHMENT III) 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, Form #3 (ATTACHMENT III) 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](mailto: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, Form #6 (ATTACHMENT III) to OASAS with their bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award.

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

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, Form #5 (ATTACHMENT III), in such format as shall be required by OASAS on a quarterly basis during the term of the contract.

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

See ATTACHMENT III for further requirements and applicable forms.

### **8.3 New York State Certified Service-Disabled Veterans (ATTACHMENT VIII)**

#### **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](mailto: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 Contact 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 [OpportunityPrograms@oasas.ny.gov](mailto:OpportunityPrograms@oasas.ny.gov).

#### **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](mailto: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](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](mailto:ciohelpdesk@osc.state.ny.us).

Contractors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact OASAS or OSC’s Help Desk for a copy of the paper form.

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

The 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 1<sup>st</sup> through March 31<sup>st</sup> fiscal year or for the period of time such contract was in effect during such prior State fiscal year 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:

<b>Department of Civil Services</b> Alfred E. Smith Office Building Albany, NY 12239 Attn: Counsel's Office	<b>Office of the State Comptroller</b> Bureau of Contracts 110 State Street, 11 <sup>th</sup> Floor Albany, NY 12236 Attn: Consulting Reporting	<b>OASAS</b> 1450 Western Avenue Albany, NY 12203 Attn: Contracts Unit
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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 of amounts of required insurance are:

- A. The Successful Bidder shall maintain Professional Liability or Errors and Omissions insurance with a limit of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Such insurance shall apply to professional acts or omissions arising out of the scope of services covered by this AGREEMENT.
- B. Policies and Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified each with limits of liability of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting 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 OASAS policies and procedures to comply with State and Federal security requirements including but not limited to controls identified in NIST 800-53B and FISMA Moderate dependent on classification and confidentiality requirements of the 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.
- e) disclosed with permission from OASAS in order to fulfill the requirements of Sections 2.3(11), 2.4(6), 2.4(7), or 2.4(9) of this RFP.

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 Public Announcements**

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

## **8.18 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.

## **8.19 Subcontracting**

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

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

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

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

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

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

If at any time during performance under the contract, total compensation to a subcontractor providing services outlined in the scope of this Agreement exceeds or is expected to exceed

\$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

## 8.20 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/> .

## 8.21 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.

## 8.22 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.

### **8.23 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**.

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

In accordance with New York Consolidated Laws, State Finance Law, Article 9- §139-I Statement on Sexual Harassment, Bidder shall certify that it has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section §201-g of the labor law. Such certification shall be made utilizing **ATTACHMENT 9**.

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

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

### **8.25 HIPAA Business Associates Agreement**

OASAS is required to ensure that all its business partners protect confidential health information of the patients at its facilities as required by the Federal Health Insurance Portability and Accountability Act (HIPAA). **ATTACHMENT V – HIPAA Business Associate Agreement** must be completed at the time an award is made to the Successful Bidder to comply with regulations

for services involving the use or disclosure of Protected Health Information (PHI). If the Successful Bidder refuses to participate in a Business Associate Agreement, OASAS is prohibited by law from contracting with the Successful Bidder (45 CFR § 164.504)

## **8.26 TECHNOLOGY PROVISIONS**

### **8.26.1 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). 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 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 any 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.

### **8.26.2 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).

### **8.26.3 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.

### **8.26.4 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 effect the general business purpose(s) as stated in the RFP and corresponding Contract fully.

#### **8.26.5 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.

#### **8.26.6 Data Return and/or Destruction**

At the expiration or termination of a Contract resulting from this RFP, 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.

#### **8.26.7 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.

#### **8.26.8 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.

## **8.27 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.

## **8.28 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.

### **8.29 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.

### **8.30 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>

### **8.31 Legal Requests and Release of State Data to Third Parties Prohibited**

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

## 9 REQUIRED ATTACHMENTS AT BID SUBMITTAL

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

Attachment	Attachment Title
1	Checklist of Submission Requirements
2	Budget
3	Vendor Assurance of No Conflict of Interest or Detrimental Effect
4	Non-Collusive Bidding Certification
5	Bidder's Certified Statements
6	Diversity Practices Questionnaire
7	Executive Order 177 Certification
8	Executive Order 16 Certification
9	Statement on Sexual Harassment Certification
10	References (Similar Engagements)
11	Eligible Bidder Checklist
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	New York State Regions and Sample Timeline
C	Reserved
D	Reserved

## 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
VIII	Service-Disabled Veteran-Owned Business Participation