

**NYS OASAS - Request for Proposals (RFP) - 24004
Opioid Treatment Access and Dosage Registry**

Expected Timeline for Key Events:

EVENT	DATE	TIME
RFP Release Date	12/11/2024	
Deadline for Submission of Written Inquiries	1/3/2025	5:00 PM EST
Anticipated Release of Inquiries & Answers by OASAS	1/17/2025	
Bid Proposal Submission	2/4/2025	4:30 PM EST
Anticipated Contract Start Date	10/1/2025	

Email All Inquiries To:

Procurements@oasas.ny.gov

Subject: **RFP 24004 – Opioid Treatment Access and Dosage Registry**

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 - 24004

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.

Table of Contents

1	INTRODUCTION	5
1.1	Purpose	5
1.2	Background	5
1.3	General Overview	5
1.4	Opioid Treatment System Overview	5
1.5	Registry Overview	6
1.6	Disaster Preparedness	7
1.7	Funding Available	8
1.8	Eligible Bidders	8
1.9	Funding Restrictions	8
1.10	Contract Period	8
1.11	Designated Contact for Bidder Communication	8
1.12	Definitions for this RFP	9
1.13	Bidder Conference	9
1.14	Mandatory Notification of Intent to Bid	10
1.15	Written Inquiries	10
1.16	Clarifications or Modifications to the RFP	10
1.17	Bidder's Acceptance of Request for Proposal and Contract Provisions	10
1.18	Additional Information	10
2	SCOPE OF WORK/DELIVERABLES	10
2.1	Confidentiality	10
2.2	Functions	11
3	PERFORMANCE STANDARDS	16
3.1	Registry Performance Standards	16
3.2	Other Requirements	17
3.3	Title and Security of Data	17
3.4	General Performance Standards	18
3.5	Rights to Materials Produced	20
3.6	Software, Data and Implementation	21
3.7	Conversion Requirements	22
3.8	Cost, Billing and Payment for Services	23
3.9	OASAS Responsibilities	24
4	PROPOSAL FORMAT AND CONTENT	24
4.1	Administrative Proposal	25
4.2	Fiscal Proposal	25
4.3	Technical Proposal	26
5	PROPOSAL SUBMISSION	29
5.1	Deadline and Instructions for Proposal Submission	29
5.2	Status of Information	29

6	EVALUATION OF PROPOSALS AND SELECTION	30
6.1	Completeness Review/Non-Responsive Proposals	30
6.2	Negotiations	30
6.3	Evaluation Process	31
6.4	Tie Breaker	31
6.5	Notification of Award	32
6.6	Contract Negotiation Requirement	32
6.7	Debriefing	32
6.8	Protests of Award Decisions	32
6.8.1	Protests Related to the Solicitation Process / Award Outcome	32
6.8.2	Appeal to the Office of the State Comptroller	32
7	ADMINISTRATIVE INFORMATION	33
7.1	Pricing	33
7.2	Method of Payment	33
7.3	Electronic Payment	33
7.4	Invoice Preparation	33
8	GENERAL TERMS AND CONDITIONS	34
8.1	OASAS Reserved Rights	34
8.2	Non-Responsibility Determinations	36
8.3	Proposal Security	36
8.4	Bidder Covenant	36
8.5	Termination	36
9	CONTRACT CLAUSES AND REQUIREMENTS	37
9.1	APPENDIX A - Standard Clauses for New York State Contracts	37
9.2	APPENDIX D – OASAS Standard Contract Provisions	37
9.3	MWBE and EEO Requirements (ATTACHMENT III)	38
9.4	New York State Certified Service-Disabled Veterans	39
9.5	Diversity Practices (ATTACHMENT 6)	40
9.6	NYS Vendor Responsibility Questionnaire	40
9.7	Consultant Disclosure Law (ATTACHMENT VI)	41
9.8	Ethics Compliance	42
9.9	Indemnification	43
9.10	Tax and Finance Clause (ATTACHMENT VII)	43
9.11	Contractor’s Insurance Requirements	44
9.12	Worker’s Compensation and Disability Benefits Certifications	45
9.13	Important Notice Regarding NYS Freedom of Information Law (FOIL)	45
9.14	Confidentiality and Nondisclosure	46
9.15	Non-Collusive Bidding Practices (ATTACHMENT 4)	46
9.16	Procurement Lobbying Law (ATTACHMENT 12)	47
9.17	Regulations and Guidelines	47

9.18	Public Announcements	47
9.19	Acceptance	48
9.20	Subcontracting	48
9.21	Public Officers Law	49
9.22	Conflict of Interest	49
9.23	Executive Order 177	49
9.24	Executive Order 16	50
9.25	State Finance Law, Article 9- §139-I Statement on Sexual Harassment	50
9.26	HIPAA Business Associates Agreement	50
9.27	TECHNOLOGY PROVISIONS	51
9.27.1	Data Location and Related Restrictions.....	51
9.27.2	New York State Enterprise Information Security Policies.....	51
9.27.3	Ownership of all Communications and Data	52
9.27.4	Ownership of Non-Cloud Contract Deliverables.....	52
9.27.5	Data Protection and Transmission of Data	53
9.27.6	Support Services	53
9.27.7	Data Return and/or Destruction	53
9.27.8	Access to Data	54
9.27.9	Federal or State Requirements.....	54
9.28	Nondisclosure & Confidentiality	55
9.29	Press Releases	55
9.30	Off-Shore Restrictions	55
9.31	Criminal Justice Information Services (CJIS)	56
9.32	Legal Requests and Release of State Data to Third Parties Prohibited	56
10	REQUIRED ATTACHMENTS AT BID SUBMITTAL	56
11	APPENDIXES	57
12	REQUIRED ATTACHMENTS BEFORE CONTRACT EXECUTION	57

1 INTRODUCTION

1.1 Purpose

The New York State Office of Addiction Services and Supports (OASAS) intends to enter into a contract with an experienced, responsive, responsible and financially sound organization that is qualified to establish and maintain an Opioid Treatment Access & Dosage Registry via an online web-based portal (known as “Registry”) for opioid treatment programs (OTPs) throughout New York State. **This registry must also consist of a disaster/emergency assistance module and ability to track and report out data for Mobile Medication Units (MMU).** The successful bidder will be expected to acquire its own source of funds through charges to OTP programs to provide the services expected such that this RFP will result in a no-cost contract to the State.

1.2 Background

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. OASAS is responsible for designing, implementing and advocating policies and programs in prevention, early intervention and treatment; and in conjunction with local governments, providers and communities, ensuring that a full range of necessary and cost-effective services are provided for persons with a substance use disorder or at risk.

1.3 General Overview

In addressing this mission, OASAS administers a comprehensive system of prevention and treatment services for New Yorkers experiencing addiction. OASAS works with a network of State, local government and voluntary agencies providing prevention and treatment services. In accordance with Federal and State statutes, the agency certifies and regulates program providers, ensures that fiscal resources are appropriately spent, and assists programs in providing the highest quality of services.

1.4 Opioid Treatment System Overview

Opioid treatment is a holistic medically-directed service designed to treat opioid addiction through an integrated treatment team of medical, clinical, and peer staff. OTPs dispense methadone and other medications for opioid use disorder (MOUD) which is prescribed by a medical practitioner for the treatment of opioid use disorder. OTPs also provide services that support patients in improving overall health.

Opioid treatment programs are certified by the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), Federal Drug Enforcement Agency (DEA) and OASAS and the service is most often approved in outpatient settings. In addition, programs collaborate with jails and prisons to deliver services in a correctional setting. Some OTPs also now provide services by way of MMU. These MMUs are operated by a brick-and-mortar OTP and are able to have identical services aboard the MMU that are available in the brick-and-mortar site. MMUs provide care to residential treatment programs and other congregate care settings (e.g., skilled nursing facilities and carceral settings), as

well as other community-based sites. The sites (stops) that an MMU serves are established by the OTP and approved by OASAS and DEA.

A. Clinical services include primary medical care, individual counseling, groups and support services:

1. Primary medical care is provided on-site or through service agreements with hospitals, medical centers and specialty programs. All OTPs have medical staff with a physician as medical director, who is responsible for the coordination of all medical services.
2. Individual counseling is provided to each patient by an individual counselor who, in conjunction with other clinical staff, is responsible for developing and coordinating a treatment plan which addresses the major needs of the patient. Individual and group counseling is offered in appropriate frequency, duration and intensity.
3. Support services include vocational, educational, legal, mental health, and addiction information. When appropriate, each patient shall be enrolled in an education program, be engaged in a vocational activity or make documented efforts to seek gainful employment.

B. Methadone is initiated and optimized under the guidance of the program's medical practitioner with the goal of treating withdrawal, controlling cravings and reducing substance use with the goal of restoring the individual's health. Individuals continue to attend the program for medication administration, medication management, counseling, and other supportive services over an extended period of time.

1. Methadone and other MOUD may be used long-term at maintenance doses to maintain an individual's clinical stability.
2. Medically supervised withdrawal is a short-term protocol that utilizes methadone to alleviate withdrawal symptoms caused by the use of Opioids.

1.5 Registry Overview

In accordance with federal requirements (42 CFR Part 291) and under the explicit authority of the New York State Mental Hygiene Law, Section 19.16, OASAS is empowered to establish and maintain, either directly or through a contract, a Registry for purposes of preventing multiple enrollments, ensuring accurate dosage delivery and facilitating disaster management in opioid treatment programs. OTPs are required to utilize such registry and pay such fees as are necessary and appropriate.

The authority and responsibility for the Registry, and its operation and functionality, are solely vested with OASAS.

OASAS intends to enter into a contract with a qualified Bidder that is knowledgeable about the operation of an online web-based Opioid Treatment Access and Dosage Registry with a disaster management component and ability to track MMU services and can demonstrate its qualifications and expertise in the management and operation of similar systems for public and private agencies. The Successful Bidder will act under contract as the agent of OASAS.

Approximately, 114 OASAS Certified OTPs with 10 Additional Locations and 13 MMUs (See **APPENDIX B – NYS Opioid Treatment Program Sites** for listing) with a potential treatment capacity of over 42,000 will need to report OTP enrollment and medication dosing information to the registry on an on-going basis. In addition to the above, there is one OTP currently operated by the United States Veterans Administration (not licensed by OASAS), and one jail program that services about 2,500

individuals annually, which will also use the registry. OASAS anticipates that the number of OTPs, MMUs and OTP additional locations (known Federally as Medication Units) will increase over the course of this contract.

Consistent with federal requirements pertaining to OTPs, OASAS currently contracts for a Registry service to assure that patients are receiving opioid treatment services from only one opioid program at a time (including MMUs) to prevent dual enrollment. It requires all OTPs to provide patient-identifying data to this registry prior to admission, and for all transfers and discharges.

Currently the Registry collects admission and discharge information including dosage information on patients via a secured online web-based site that programs have access to at all times. All updates and reports are completed through this site.

Objectives:

The objectives of the online Registry are to:

1. Ensure good care by alerting treating staff that a potential patient is enrolled in another OTP (thus preventing a Dual-Enrollment);
2. Ascertain whether a patient was previously known to the system;
3. Enter new patients into the registry;
4. Collect pertinent patient information and assign unique registry identification numbers;
5. Enter previously discharged patients who are eligible for re-admission;
6. Remove discharged patients from active status;
7. Record and reflect the transfer of a patient between eligible programs;
8. Update and correct previously entered information as allowable.
9. Capture information on patients' current dosing level;
10. Enable OTP and OASAS approved staff to verify patient medication and dosing information during a disaster, emergency or at such other times as OASAS may deem necessary;
11. Employ a medication tracking function that will be used to monitor and record medication dispensed to patients during a disaster or emergency;
12. When notified by an OTP, post alerts within the Registry of facility closures due to impending natural, manmade or other events (forecasted heavy snow accumulations, hurricanes, flooding etc.). Alerts must be transmitted in real time online, and by any other electronically available means (text) and/or by telephone. The system of alerts must include a mechanism by which their receipt is affirmatively acknowledged by the OTPs and OASAS. Until this acknowledgement is confirmed the successful bidder must make a good faith effort to ensure receipt by the OTPs and OASAS. Additionally, agreed upon persons and points of contact must be determined for this alert system;
13. Remain operable and relevant at all times; and
14. Communicate with OTPs and OASAS any reports or discharges that are overdue.

1.6 Disaster Preparedness

OASAS is also requiring that the Registry maintain a disaster preparedness function, so that in the case of an emergency or disaster, medication dosing information may be shared between licensed OTPs and NYS personnel, when permissible pursuant to 42 CFR Part 2. Recent history of disasters and emergencies have highlighted the importance for the Registry to address concerns about patient access

to care and accuracy and efficiency in dosing services during an emergency. This preparedness program must include a function that notifies patients of OTP closings and where they can dose in cases of emergency.

1.7 Funding Available

It is anticipated that all funding for this contract will be paid by the OTPs at an agreed upon rate.

1.8 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:

The bidder must have at least 2 years (in the last 5 years) experience in maintaining an online web-based registry that includes a disaster preparedness function for health services.

Preference may be given to organizations that currently operate a statewide online Opioid Registry System.

1.9 Funding Restrictions

N/A.

1.10 Contract Period

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

1.11 Designated Contact for Bidder Communication

OASAS has assigned a Designated Contact for this RFP pursuant to State Finance Law §139-j and §139-k. The Designated Contact or “designee” shall be the sole point of contact regarding the RFP, commencing with the public advertising and dissemination of this solicitation through the date that the resulting purchase order or contract is approved by the NYS Office of the State Comptroller (OSC). To avoid violating State Finance Law or being deemed non-responsive, a Bidder is restricted from making contact with any personnel of OASAS other than the Designated Contact regarding this RFP. Findings of non-responsibility can result in rejection of a contract award. The Designated Contact for this RFP is:

Nicole Gennarelli, Contract Management Specialist 2
Division of Fiscal Administration – Bureau of Contracts & Procurements
New York State Office of Addiction Services and Supports
E-mail: Procurements@oasas.ny.gov

The following are permissible contacts by a Bidder:

1. The submission of written proposals in response to this RFP.

2. The submission of written questions via email to Procurements@oasas.ny.gov prior to the date and time listed in the Expected Timeline for Key Events.
3. Complaints filed by a Bidder stating the Designated Contact has failed to respond to written inquiries in a timely manner.
4. Negotiations after the proposal due date between the Successful Bidder(s) and OASAS for the purpose of generating a contract or purchase order.
5. Contacts by Bidder after the proposal due date to request the review of a contract award.
6. Contacts by Bidder in protests, appeals, or other review proceedings before OASAS seeking a final administrative determination, or in a subsequent judicial proceeding; or complaints of alleged improper conduct in a procurement to the Attorney General, Inspector General, District Attorney or court of competent jurisdiction; or written protests, appeals or complaints to OSC during the contract approval process, and where such communications and responses thereto are made in writing and shall be entered in the procurement record; or complaints of alleged improper conduct in this procurement conducted by a municipal Agency or local legislative body to OSC; provided, however, that nothing in the subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities or abrogating existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of Article 11 of the State Finance Law or any other provision of law dealing with the governmental procurement process.

1.12 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.

Mobile Medication Unit (MMU): A mobile unit that provides methadone dispensing and other clinical services.

Opioid Treatment Program: An OASAS certified program that dispenses methadone and other forms of MOUD in addition to offering a full range of clinical services.

OTP Additional Location: A facility established as part of, but geographically separate from, an OTP which can provide the same services as an OTP. Also known Federally as Medication Units.

Registry: Also known as The Central Registry which is tasked with preventing multiple enrollment, ensuring accurate dosage delivery and facilitating disaster management in methadone programs.

1.13 Bidder Conference

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

1.14 Mandatory Notification of Intent to Bid.

No mandatory notification is required for this RFP.

1.15 Written Inquiries

There will be an opportunity for submission of written inquiries and requests for clarification regarding the RFP. All inquiries and requests for clarification of this RFP should cite the particular RFP section and paragraph number where applicable and must be submitted via email to Procurements@oasas.ny.gov with a subject line of **OASAS Project No.: 24004**. Written inquiries will be accepted **until the date and time listed in the Expected Timeline for Key Events**.

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

The written inquiries and answers to all written inquiries will become part of this RFP and any resulting contract. With the exception of written inquiries concerning procedural bid formatting or submission instructions, OASAS will not respond to written inquiries on an individual basis.

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

1.16 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.

1.17 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.

1.18 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 Confidentiality

Due to the sensitive nature of the information processed by the Registry, strict security and confidentiality procedures must be enforced. The Registry must develop a system which all contact with OTP's is mutually secure and supports the transfer of confidential information. This secure means of communication must be in place throughout the term of this contract and beyond as State

and Federal law apply. The Successful Bidder is required to comply with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2.

2.2 Functions

A. General.

1. Successful Bidder shall collect information from every OTP pertaining to the OTP name, site address, phone number and fax numbers as well as the name, email address and clinic web address of and title of at least one contact person from each OTP facility. Further the Successful Bidder shall review this information on a monthly and as needed basis in consultation with appropriate OASAS staff to ensure current and accurate information. This requirement is also applicable for any new OTPs or MMUs that may be implemented during this contract period.
2. Successful Bidder shall ensure that at least two approved employees from every OTP will be able to register and will be the point of contact in case of a disaster or emergency.
3. Successful Bidder shall develop and maintain training materials for OTPs and OTP staff on the system features. These materials shall include but are not limited to online tutorials available on demand or downloadable for appropriate OTP and OASAS staff. Trainings should also include live webinars with question-and-answer sessions. Additionally, these materials will be updated as necessary throughout the term of the contract.
4. Successful Bidder shall provide all required maintenance and upgrades to the database and its application. Regression testing will be required throughout the term of the contract to assess system functionality whenever upgrades/changes/improvements are made to ensure all functionality remains and the Registry operates as expected and remains compliant with all federal and state security requirements.
5. Successful Bidder shall develop the Registry User's Manual and update it as system changes are incorporated, either by OASAS request or via normal vendor system maintenance.
6. The Registry shall have the ability to alert and inform OASAS and OTPs of actual OTP closings and/or impending closings due to emergency, extreme weather conditions, disaster, or other unscheduled occurrences.
7. The Successful Bidder will meet with OASAS on, at minimum, a monthly basis to discuss updates and troubleshoot any issues experienced by OTPs or the Registry.
8. The Successful Bidder shall have the ability to track the following data in the Registry specifically for MMU services and have reports available in the system: All MMU stops (locations of service), from which stop a unique patient is receiving services aboard the MMU, the last date the patient received their dose of medication.

B. Admissions. In order to admit a patient, an OTP must be able to sign into the Registry and input key patient identifying information. This key data is used to determine whether the patient is

currently enrolled or has been discharged from an opioid treatment facility. The admission function performs the registration of new patients and readmission of eligible patients.

1. Successful Bidder shall integrate with the current patient identification protocol and assign a permanent, unique random six-digit identification number to each patient upon admission. The system must be able to verify that the identification number is a valid one and is not associated with any other patient, active or inactive, known to the Registry. Bidders should be aware that consecutive identification numbers cannot be assigned to new admissions.

An annual breakdown of current volumes of the Registry is provided in Appendix C – Registry Historical Workload Data.

2. The Successful Bidder must have an online web-based system capable of entry of an admission utilizing the following patient data:

- a. Last Name*
 - b. First Name*
 - c. Middle Initial
 - d. A.K.A. if applicable *
 - e. Gender*
 - f. Birth Date*
 - g. Mother's First Name*
 - h. Program of Admission (Name and/or PRU number)*
 - i. Admission Date*
 - j. Zip Code of Patient's Residence
 - k. Hospital number (if any)
 - l. Medicaid number (if any)
 - m. Social Security Number (**Note: Failure or refusal to disclose SSN is not a cause for denial of service.**)
 - n. Ethnicity (optional)
 - o. Type of Opioid Treatment*
 - p. Frequency of Opioid Treatment* (including dates)
 - q. Current dosing level*
 - r. Phone number (to be contacted in case of an emergency closure)*
- *Indicates required information

3. The Successful Bidder must design, operate and maintain an online web-based database system capable of immediate search results using the key identifiers of the patients:

- a. Last Name
- b. First Name
- c. Birth Date
- d. Mother's First Name
- e. Last four digits of SS#, as available

4. The Successful Bidder must design, operate and maintain a database system capable of producing one of the following three mutually exclusive search results:

- a. No match is found in the Registry database. The patient is considered a **new patient**. A new registry identification number is assigned, and the patient is added to the Registry data base and considered eligible for admission into an OTP.

- b. A conditional match is found. The patient requesting treatment is listed as **active** and assumed to be receiving treatment at another OTP. This situation requires action by Registry staff to determine if the patient listed is in current treatment. Registry staff contacts the current listed program to determine if the patient is still being treated. If the patient is not in treatment the patient needs to be discharged by the OTP and admitted to the new OTP or transferred if the new OTP is under the same administration as the other OTP. If the patient is still in treatment, arrangements must be made to have the patient discharged by that OTP if appropriate or denied admission for treatment at the new OTP.
- c. An unconditional match is found. The patient is in the data base but currently **inactive**. The patient is admitted to the new OTP using an appropriate registry identification number.

C. Dosage Verification.

1. Successful Bidder shall collect and maintain patient name and other identifying information, medication type, and medication dosage information that allows OTP and OASAS staff to verify patient medication and dosage levels in times of emergency and at other times as OASAS may require. This information will be updated by the OTP each time a dosage change occurs with an admitted patient.
2. Successful Bidder shall operate and maintain an online web-based medication dosage database system sufficient to support the following procedures:
 - a. Maintain specific critical fields to capture information on patients' dosing, including but not limited to: Type of medication dispensed, date, time, amount of last dose, take home medication issued, etc.
 - b. Create an automated online system that easily communicates between the Registry and the automated dosage systems of the OTPs.
 - c. Record current dosage information for all admitted patients at system start up.
 - d. Retrieve/upload up-to-date medication dosing information to the Registry daily.
 - e. Record dosage changes/adjustments made annually by New York State OTPs in a way that is useable in everyday as well as emergency situations.
 - f. Provide OTP and OASAS approved staff the ability to verify patient medication and dosing information when requested, including but not limited to disasters or emergencies. This should be done via an online portal.
 - g. Utilize a medication tracking function that will be used to monitor and record medication dispensed to patients from an OTP other than to which the patient is admitted including during a disaster or emergencies and in all other guest dosing events.
 - h. Incorporate into the medication tracking system a mechanism that will monitor and record medication dispensed to patients from an OTP other than to which the patient is admitted for all guest dosing occurrences. The system should provide information regarding the patient's clinic of origin, guest dosing dates, and identify the alternate medication site/s.
 - i. Incorporate a mechanism to track patients utilizing MMU services and which specific stops they are receiving services.

D. Transfers and Terminations. The Successful bidder must demonstrate the ability to design, operate and maintain an online web-based database system sufficient to support the following procedures for patient terminations and transfers:

1. A termination requires the reporting of the following data:

- a. Registry Identification Number
- b. Termination Date (last date of service)
- c. Program Number
- d. Reason for Termination
- e. Dosage at Termination

2. A transfer requires the reporting of the following data:

- a. Registry Identification Number
- b. Old Program Number
- c. New Program Number
- d. Transfer Date (last date of service)
- e. Dosage at Date of Transfer

E. MMU Tracking:

In addition to all information that must be submitted for admissions, The Registry must have the ability to track and report out on individuals utilizing MMU services.

Elements required to be collected from patients and reported to OASAS are:

- TrackID
 - Last Name
 - First Name
 - Birth Date
 - Mother's First Name
 - Last four digits of SS#, as available
- Location patient seen [drop-down of locations provided by OASAS]
- Received methadone dose on-site [yes/no]
 - If yes, Methadone dose in mg
- Take-home bottles given [n/a-27]
- Received buprenorphine on-site [yes/no]
 - If yes, Buprenorphine dose in mg
 - If yes, Buprenorphine formulation [injectable, sublingual]
- Received individual counseling on-site [yes/no]
- Received group counseling on-site [yes/no]
-

F. Operating Requirements. To provide complete service for the function of the Registry for methadone patients throughout New York State the Successful Bidder must:

1. Ensure the primary function of the registry is to maintain accurate and up-to-date records for all OTP patients who have been admitted, transferred or discharged from New York State OTPs in order to ensure that a patient is not receiving opioid treatment services from more than one program at one time. Additionally, as possible the Successful Bidder shall verify that a patient is not receiving opioid treatment services in a state outside of New York.
2. Operate and maintain an online web-based database of accurate and up-to-date medication dosing information. This database shall support daily updating of patient dosing levels.

3. Maintain systems to support and complete approximately 3,000 plus admission/transfer/termination/correction transactions to be reported each month.
4. Provide a system that is accessible by all OTP programs for reporting Registry transactions.
5. Provide customer service Monday through Friday from 8:30 a.m. to 5:00 p.m. Eastern Time and have an online portal where OTPs can access the Registry at all times. During the term of the contract, circumstances (e.g. emergencies) may require a change to include emergency customer service hours to a seven day per week basis at the discretion of OASAS.
6. During an emergency, Successful Bidder must have customer service available; any closure outside of the federal legal holiday schedule must be approved by OASAS. The online web-based Registry must be operable at all times.
7. Maintain systems capable of handling approximately 5,300 jail admission and discharge updates annually
8. Design, operate and maintain a database system sufficient to support the following procedures for data changes:
 - a. Corrections/Update. The OTP needs to change or update certain information already provided to the registry.
 - b. Data Entry Errors. An error was made when entering admission, termination, transfer or dosage information. OASAS or providers **WILL NOT** assume any costs resulting from contractor error.
9. Design, operate and maintain a registry which includes the following features:
 - a. Transaction Log. An electronic record of every transaction made to the system is maintained. This file provides an audit trail of daily activities and a statistical record.
 - b. Data Audit. The Password Access Code (PAC) of the OTP staff who entered the transaction(s), log time and patient record is maintained in a data file.
 - c. Online Security. For those providers that input directly into the registry, a software control must be provided to restrict data authorization to subsets of the database appropriate to that provider. All online transactions must comply with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2.
 - d. Dosage Verification. Successful Bidder must maintain a system with current dosage information for all OTP patients that can be used in cases of emergency, patient displacement (i.e. when patients do not have the access to their home clinic) and such other times as OASAS may require.
10. Maintain sufficient staff, software and equipment to provide:
 - a. Data Base. The ability to successfully enter all data for a transaction(s) into the online data base.
 - b. Electronic Transfer. The ability to electronically upload dosage and other related

information from an OTP to the Successful Bidder via the dispensing software system. Most OTPs in New York have automated dispensing systems and many OTPs have electronic health / medical records from where electronic information can be accessed. Aside from a number of OTP's using proprietary software for dispensing, many New York OTPs report using the following dispensing software:

- (1) Netsmart Addiction Management System (AMS)
- (2) Netsmart Patient Workbench M4
- (3) Netsmart Avatar
- (4) Computalogic MethodOne
- (5) AccuVert
- (6) SMART
- (7) SMART 2K

11. Outputs are generated from the registry system which require specific cycles and tight delivery deadlines. Listed below are examples of requested outputs. The Successful Bidder will ensure the capacity for OASAS to receive the following reports from the Registry system:

- a. A Weekly Transaction List, by Program;
- b. A Quarterly Roster of Patients;
- c. Monthly Program Billings for Registry Services;
- d. Monthly Corrections/ Revisions Report;
- e. Monthly Patient Movement Report;
- f. Monthly Summary, Census by County of Residence, Patient Age and Gender;
- g. Weekly Utilization Report;
- h. Weekly, Monthly and Quarterly Dosing Reports; and
- i. Guest Dosing Occurrence Reports

12. Disaster Preparedness - Successful Bidder is required to perform all services outlined in this section remaining operational and available during events foreseen and/or unforeseen including acts of god, man, or nature. Additionally, the Successful Bidder must provide/maintain some form of live communication during such an event.

13. Track services delivered by a program on a MMU by developing a protocol for program reporting that allows for the identification of each unique visit delivered to a specific patient for each date of service, including the specific location of the vehicle.

14. Provide a monthly report to OASAS of all visits that occur on a MMU. The report shall include all data points as required by OASAS.

3 PERFORMANCE STANDARDS

3.1 Registry Performance Standards.

Significant system failures could adversely impact program functions. The Successful Bidder agrees to the following requirements designed to maintain an acceptable level of performance.

A. The registry must be fully operational within ninety (90) days of the contract start date (this includes data conversion, risk assessment, staff training, registry configuration, OTP connectivity, testing and user acceptance testing, and all other necessary components).

- B. The registry system must be available to all programs 24/7.
- C. At the request of any program, the Successful Bidder will supply, within five (5) working days after the end of any standard period, specified data elements for that program(s) specified by that program. This service may be initiated by any program with 30 days written notification.
- D. The data in the system must be available using the OASAS reporting unit coding structure. The OASAS Program Reporting Unit (PRU) is defined as a single environment within a particular modality at a specified location. OASAS will provide the Successful Bidder with a cross-reference list equating current program codes with OASAS PRU codes.
- E. The registry system must ensure historical continuity of case numbers by continuing to use current Vendor's procedures for assignment of case numbers.
- F. Must provide disaster recovery plans for automated and manual systems which will be implemented in the event of system failures that will allow the registry to function without interruption.
- G. Must provide telephone access for all programs in New York State for the reporting of all Registry-related business. See **APPENDIX B – NYS Opioid Treatment Program Sites**.
- H. Must provide to OASAS on a monthly basis a copy of primary registry data files and a summary of registry activity, in an electronic format to be specified by OASAS.

3.2 Other Requirements.

At OASAS' request, the Successful Bidder shall participate in a variety of professional activities related to the operation of the registry. These include (but are not limited to):

- A. The Successful Bidder shall be available to meet with the identified Opioid Trade Association in New York State.
- B. The Successful Bidder shall conduct training and technical workshops for registry participants at no additional charge.
- C. The Successful Bidder shall attend meetings with OASAS either in person (NYC or Albany) or through videoconference.
- D. The Successful Bidder shall provide OASAS with the name of a specific contact person. OASAS, in its discretion, reserves the right to request or require the reassignment of the contact person.
- E. The successful bidder shall provide to OASAS monthly reports of any late monthly reports.
- F. The successful bidder shall provide to OASAS reports of dual enrollment and late discharges

3.3 Title and Security of Data.

- A. Successful Bidder agrees that all data collected, and related documentation are the property of OASAS and shall be provided to OASAS or its designee within ten days of the request.
- B. Successful Bidder agrees that any use of data collected for any purposes outside of those specified in this Request for Proposal is strictly forbidden unless with the express written consent of OASAS.

- C. All client information is confidential in accordance with applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2. The Successful Bidder shall institute measures to provide for security and confidentiality of data. The Bidders shall discuss, in their proposal, specific measures that will be instituted to provide for security and confidentiality of data. These measures must include implementation of the personal, access, and technical controls dictated by the data classification of this repository. The classification, at a minimum, would be rated as medium to high confidentiality, high integrity and high availability.
- D. Successful Bidder shall ensure hosting environment policies, procedures and activities related to maintenance of the system and data are consistent with the data classification for the information stored in the registry per NYS information Security and Information Classification Standard Policies. These and other policies can be found at <https://its.ny.gov/ciso/policies/security>.
- E. The Successful Bidder and or employees may be subject to termination for any unauthorized release of registry information, or violation of applicable State and Federal confidentiality requirements including HIPAA, HIPAA Omnibus and 42 CFR Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records," as OASAS, in its sole discretion, may determine appropriate and necessary.

3.4 General Performance Standards.

A. Reporting Requirements. Two distinct sets of reporting requirements are anticipated:

1. During the implementation phase, the Successful Bidder, must, at a minimum, submit written progress reports twice each month. OASAS may require either written or oral reports more frequently and the Successful Bidder must comply with each such request. Progress reports will contain, but not be limited to:
 - a. Progress during the past reporting period, including significant accomplishments and/or milestones reached.
 - b. Problems encountered and solutions arrived at or recommended.
 - c. Anticipated progress for the next reporting period.
 - d. Anticipated problems and proposed solutions.
 - e. Any actions requested to be taken by OASAS.
 - f. An updated project schedule reflecting progress to date.
2. During the ongoing operation phase, the Successful Bidder will be required, at a minimum, to submit monthly written progress reports. These reports shall include, at a minimum, the number of patients who are guest dosed, number of new admissions, number of discharges/terminations based on either voluntary and involuntary decisions, and medication dose increases are examples that would be included in a monthly report. OASAS may require reports, written or oral, more frequently and the Successful Bidder must comply with each such request. Monthly reports must contain, but not be limited to, problems encountered during the reporting period and anticipated solution.

B. Documentation Requirements.

1. The Successful Bidder is required to document all major functional areas including, but not limited to, input methods, system requirements, system narratives, operation procedures, quality assurance and control procedures, workflow description, samples of inputs and outputs, data dictionaries or record and file descriptions for primary files, database entity relationship diagram and system architecture diagram. This documentation must be provided

to OASAS upon acceptance of the system. Thereafter, updates of the documentation will be required upon implementation of all system changes. Additionally, an annual meeting/conference call between OASAS and the Successful Bidder will be scheduled to review Registry performance. This meeting will be scheduled on/or about the anniversary date of the awarding of the contract every year for the duration of the contract.

2. The Successful Bidder agrees that all manuals developed for the system must include the following components:
 - a. Overview and purpose of the procedure that provides an overall narrative description of the procedure, including the functional steps involved, purpose and objectives of the procedures.
 - b. Procedure descriptions with detailed descriptions of each step in the procedure, including flowcharts, staffing, time-sequencing and staff responsibilities.
 - c. Identification and descriptions of supporting materials such as control logs, error reports, etc. Examples of completed forms with explanations of all items should be included.
 - d. The following manuals should be developed:
 - 1) A Master Procedure Manual which should include:
 - a) Overview of the complete systems flow.
 - b) Itemization of how and where the individual procedures documentation fits into the overall process.
 - 2) A User's Manual, which must provide all information and explanation necessary to operate the system and understand the logic of the system operation. Step by step explanations, detailed descriptions and exhibits of required input data and output reports should be included.
 - 3) A System/Programmer's manual, which must include an introduction to the system and describe the system objectives, hardware configuration, system program and overall system structure.
 - 4) System Programs, including a narrative description, functional flowchart, detailed logic flowchart, program listings, input requirements and outputs produced.
 - 5) System File Structure documenting the system files, including the ancillary and key files used. Record layouts should be presented and described.

C. Acceptance Testing.

1. As soon as practical, but not later than twenty-four weeks after the bid is awarded, the Successful Bidder must demonstrate performance of systems that have been developed to operate the registry. OASAS will begin acceptance testing on the system six weeks after the bid is awarded. **However, two of the basic functions of the registry, namely multiple enrollment prevention and disaster/ emergency notification, is expected to be functional immediately.**
2. A period of parallel operation is required, and the Successful Bidder must demonstrate that all requirements of the system are operational during that time. A benchmark procedure must be employed. During Acceptance Testing, the data in the system, reports generated and the system performance must be demonstrated to be acceptable to OASAS staff in accord with the following. These reports shall contain data listed by registry number, PRU number, program name, program capacity, program utilization, patient demographics and admission data, program census, individual patient dosage, etc. The grouping and formatting of the gathered data will determined by OASAS.

3. Acceptance Testing must demonstrate the following:
 - a. To demonstrate that the registry adequately prevents multiple enrollment, a sample of known patients selected by OASAS will be pulled from the current system, together with a control group. The system must successfully identify all patients as "no match," "unconditional match," or "conditional match".
 - b. Admission, termination, transfer and correction capabilities must also be demonstrated. A test program will be set up and fictitious patients entered to test this capability. In addition, the reports required as part of the registry (Weekly transaction List, Quarterly Roster, and Program Billings) must be produced for this test program.
 - c. Demonstrate system load capacity to ensure an expected volume of transactions and concurrent users can be processed cleanly/handled without the deterioration (system freezes/failures/crashes) of performance.
 - d. The Successful Bidder must also present complete documentation (as specified in *Section 3 - Performance Standards, 3.4 - General Performance Standards, B. - Documentation Requirements*).
 - e. The Successful Bidder will also be required to demonstrate the capabilities to provide any other requirements contained in this RFP as well as to demonstrate all security precautions which have been employed to protect confidentiality of data.
 - f. Once all the above is demonstrated to OASAS' satisfaction, a one month period of parallel operation of current registry services must be undertaken. OASAS will choose programs to participate. Each program will report all registry activity to both the old Contractor and the Successful Bidder. Following a two week test, the results will be compared for accuracy and completeness.
 - g. The Successful Bidder must demonstrate the ability to load information from electronic media from the old Contractor.

4. The Successful Bidder will also be required to demonstrate that the systems it has developed can successfully process all transactions submitted through online transmission.

3.5 Rights to Materials Produced.

- A.** Successful Bidder agrees that all communications, training materials, data, reports, correspondence, records, and documents (paper or electronic) developed pursuant to this contract, shall be and remain the sole property of OASAS, which shall have the exclusive right of copyright thereto. The Successful Bidder must secure written permission from OASAS to use any such materials for purposes other than those specified in the *Scope of Work* section of this RFP, and at no time shall the Successful Bidder access, use, or disclose any confidential information (including personal, financial, or health record information or other sensitive information for any purpose).
- B.** 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 OASAS.
- C.** Successful Bidder agrees that all documents, reports, and other data prepared for OASAS in the performance of services under this contract shall include the following statement: Produced under contract with and remains the property of OASAS. All information contained herein is strictly

confidential and must be maintained in conformance with the restrictions of applicable State and Federal confidentiality requirements including 42 CFR Part 2.

- D. Successful Bidder is prohibited from data mining, cross tabulating, monitoring authorized users' data usage and/or access, or performing any other data analytics for its own purposes or purposes outside the requirements presented in this Scope of Work. At no time shall any data or processes (workflow, applications, etc.) be copied, disclosed, or retained by the Successful Bidder or any party related to the Successful Bidder. Successful Bidder is permitted to perform industry-standard, encrypted back-ups of data. Documentation of back-up must be provided to OASAS upon request.
- E. Successful Bidder agrees that OASAS shall have the exclusive right to publish, duplicate, use and disclose all such data in any manner and, for any purpose whatsoever.

3.6 Software, Data and Implementation.

- A. Any necessary software application(s) will be the responsibility/property of the Successful Bidder. The data entered into the software application is owned by OASAS.
- B. The application data will be made available to the Successful Bidder within the first ninety (90) days of the contract that results from this RFP. (See Section 3.7 – Conversion Requirements). The legacy application data must be delivered, received and presented securely per New York State security requirements. The transmission, repository and system must also pass New York State scanning requirements. OASAS will not pay for any planning, new development or implementation costs. Any replacement application software must be developed using products approved by OASAS.

OASAS MAKES NO EXPRESS OR IMPLIED WARRANTIES NOT SPECIFIED HEREIN WITH REGARD TO THE SOFTWARE OR DOCUMENTATION TO BE PROVIDED BY THE CURRENT CONTRACTOR.

Within the first 90 days of the start of the contract, the Successful Vendor, should implement the registry and convert all data from the current vendor. Tasks that should be implemented in the first 90 days include, but are not limited to the following:

Project Phase	Deliverable
Project Initiation and Planning	<ul style="list-style-type: none"> • Deliverable Expectation Document • Project Management Plan • Project Implementation Plan • Weekly Status Report Template • Application Support and Maintenance Plan • Project Schedule (updated weekly)
Analysis	<ul style="list-style-type: none"> • Requirements Traceability Matrix • Business Requirements Document • Gap Analysis
Design and Development	<ul style="list-style-type: none"> • Design Specification

	<ul style="list-style-type: none"> • Technical Specification (shall include a detailed integration plan and disaster recovery module specification) • Site and System Security Plan • Information Security Plan • Backup and Disaster Recovery Plan
Data Management	<ul style="list-style-type: none"> • Data Mapping (if applicable) • Data Dictionary (Required) • Data Migration Plan (if applicable) • Data Migration Exception Reports (if applicable)
System Testing	<ul style="list-style-type: none"> • Test Plan • Test Cases • Test Scripts (for automated testing) • Remediation Plan • Test Results Report (Final round prior to UAT)
Training (for UAT)	<ul style="list-style-type: none"> • Conduct Virtual Training for UAT Team
User Acceptance Testing	<ul style="list-style-type: none"> • UAT Plan • UAT Test Cases
Training and Support	<ul style="list-style-type: none"> • Support and Help Desk Plan • Training Plan and Schedule • Training Materials (User Guides and 'How to' videos)
Implementation Go Live	<ul style="list-style-type: none"> • Go Live Plan & Schedule • Final Data Migration and Verification • Release Management Plan • CISO Demand: Production Go Live

3.7 Conversion Requirements.

A. Start of Contract Conversion Requirements.

OASAS currently has a contract to provide the services required by this RFP. The current Vendor is contractually liable for making applicable data available as needed to the Successful Bidder. The current vendor must provide to the Successful Bidder, all data and procedural materials (manuals, bulletins and other written materials) to which OASAS has a right. Any expert and professional services required from the current Vendor will be paid by the Successful Bidder, at the current Vendor's prevailing rates.

Upon reasonable notice, at any time during the final ninety (90) days of the current Vendor's contract, the current Vendor will promptly deliver to the Successful Bidder, through a secure and confidential method as shall be mutually satisfactory, the entire current data base as of the date of delivery of the data. There could be multiple data requests to facilitate a prompt and efficient transfer of effective service. It is anticipated that there will be a period of simultaneous parallel operation to prove and adjust the system to be operated by the new selected entity.

B. End of Contract Conversion Requirements.

Upon expiration or termination of a contract that results from this RFP, the Successful Bidder shall provide to any subsequent vendor designated by OASAS, in a mutually agreeable secure method, all data to which OASAS has a right, together with copies of all system documentation, bulletins and other written materials facilitating the operation of the opioid registry system hereunder. The Successful Bidder also shall provide, at the Successful Bidder's prevailing rates to be paid by the subsequent vendor, expert and professional services of the Successful Bidder's staff to assist the subsequent vendor in prompt and efficient transfer of effective service.

Upon reasonable notice, at any time during the final ninety (90) days of a contract that results from this RFP, the Successful Bidder will deliver to any subsequent vendor, within ten business days, on in a mutually agreeable and confidential method, the entire data base as of the date of delivery of the data. There will be multiple data requests to facilitate a prompt and efficient transfer of effective service. The cutover process will consist of a plan to manage any gaps in service that will occur and provide data capture to facilitate an accurate cutover to the successful bidder.

The Successful Bidder will be required to provide any expert and professional services, including assignment of case number methodology to any subsequent vendor at the Successful Bidder's prevailing rates.

3.8 Cost, Billing and Payment for Services.

Successful Bidder shall:

1. Develop a process for the billing, receipt and tracking of payments due from programs. Such payments can be transactional or at specified frequency (e.g. monthly/quarterly/yearly). Payments are to be utilized by the Successful Bidder to support the Successful Bidder's costs of operating the Registry. No additional fees can be charged without the approval of OASAS.
2. Generate and e-mail one copy of an invoice, not more frequently than monthly, to each OTP itemized by Program Reporting Unit (PRU). A PRU is defined as a single environment within a particular modality at a specified location. In addition, an individual PRU can also deploy one or more MMUs that is dispatched from the specified location of the PRU. Invoices shall indicate when a PRU with an associated MMU is being billed. Payment instructions are to direct programs to make payment to the Successful Bidder.
3. If, after providing reasonable opportunity and notification, the Successful Bidder is unable to collect payment from a provider; the Successful Bidder:
 - a. May take any action against the provider which is permissible under law to facilitate the collection of payments due including, assessing appropriate fees and expenses incurred in connection with such collection activities.
 - b. Shall provide written notification to OASAS that it has made reasonable efforts to collect payment, that such efforts have not resulted in payment and that a provider remains in a delinquent payment status. Successful Bidder shall also provide the balance of outstanding payments and term of said payments, together with a copy of any invoices relating thereto.

- c. If the Successful Bidder cannot collect a delinquent payment within 120 days after making reasonable efforts including exhausting every action permissible under law, OASAS shall issue a letter to the Provider advising that the provider is in violation of state and federal laws requiring participation in the Registry system. Any providers that receive OASAS funding will also be advised that their funding may be offset or delayed until all outstanding payments are made to the Successful Bidder. Additionally, providers that fail to comply are subject to admission restrictions until payments are made current. OASAS will notify the Successful Bidder if this action is to be taken.
4. Should an OTP wish to pre-pay the year license, the Successful Bidder may offer a discount for the entire year payable in advance. The annual rate will be determined during contract negotiations.

3.9 OASAS Responsibilities.

- A. OASAS shall work in conjunction with the Successful Bidder when necessary to provide technical assistance to OTPs to ensure efficient service.
- B. OASAS shall facilitate the conversation contacts between the Successful bidder and current Contractor and shall ensure the current Contractor complies with all existing obligations related to conversion.
- C. OASAS retains ownership of all materials developed and/or obtained during the contractual period. This material will be considered the sole property of OASAS.
- D. OASAS shall provide OTP contact information necessary for the Successful Bidder to initiate its contractual responsibility.

4 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.

4.1 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. The following information **should** be included in the cover letter:
 - a. A statement that the Bidder meets the requirements of *Section 1.9 – Eligible Bidders*.
 - b. A statement that the proposal shall be a firm and irrevocable offer for 180 days after the submission deadline.
 - c. Name, title and telephone numbers of Bidder's management staff to be assigned as the prime contact for the project.
 - d. **Conflict of Interest.** Bidder should list and describe responsibilities of any of its or subcontractors' employees or consultants whom Bidder may use in performing work related to this project who has ever been an employee of or performed contractual services for OASAS or its predecessor agencies in the past ten years. If the Bidder is aware of any current employees of OASAS who have been employees of the Bidder or affected subcontractors, please list.
 - e. A statement expressing that, if awarded the contract, the Bidder will comply with all the requirements set forth in this RFP, including the contract terms and conditions contained in this RFP. Any questions or anticipated difficulty with any such contract provision must be explicitly set forth in the cover letter. OASAS reserves the right to reject any or all issues raised by a Successful Bidder and require full acceptance of the terms of this RFP.
 - f. A statement expressing whether the system being proposed is proprietary, open source, or to be developed.
2. **ATTACHMENT 3** – Vendor Assurance of No Conflict of Interest or Detrimental Effect Form
3. **ATTACHMENT 4** – Non-Collusive Bidding Certification
4. **ATTACHMENT 5** – Bidder's Certified Statements
5. **ATTACHMENT 6** – Diversity Practices Questionnaire
6. **ATTACHMENT 7** – Executive Order 177 Certification
7. **ATTACHMENT 8** – Executive Order 16 Certification
8. **ATTACHMENT 9** – §139-I Statement on Sexual Harassment
9. **ATTACHMENT 12** – Procurement Lobbying Law

4.2 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, including all discharges, admissions, transfers, dose changes or any other date adjustments, access to the registry, dosing records and disaster preparedness features, and support fees.)
2. When completing **ATTACHMENT 2**, Bidder's shall take into account the following: The current billing mechanism of the existing Registry is \$160 per month which is billed on a quarterly basis or \$1,824 if pre-paid for the upcoming year. Any PRU with an associated MMU is billed an additional \$50.00 per month.

4.3 Technical Proposal

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

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

The information requested should be provided in the prescribed format and should be typed, double-spaced, single sided on 8 ½ x 11 inch paper. Pages should be numbered, and font should be 12-point Times New Roman, and all margins should be one (1) inch wide. Technical Proposals should be limited to ten (10) pages not including any requested attachments.

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

1. Title Page

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

2. Table of Contents Technical Narrative

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

3. Bidder's Qualifications

a. Bidders must include:

- 1) A detailed listing of all relevant work experience undertaken by the organization in the last five (5) years.
- 2) A completed **ATTACHMENT 10 - References** which details the Bidder's previous experience in similar or related areas which qualifies the Bidder to undertake completion of the project, together with names, addresses, email addresses and telephone numbers of persons who may be contacted for reference. OASAS reserves

the right to contact references as it deems necessary (See Project Management below).

- 3) An organizational chart depicting the overall structure of the Bidder's company, identifying each organizational unit that will support this project.
- 4) Three specific work references (other than OASAS staff and representatives of the bidding organization) whom OASAS may contact to assist in judging past Bidder performance. Each reference should include the name, email address, business address and current telephone number of an individual who is qualified to judge the Bidder's past or current work. OASAS reserves the right to contact references.

b. Physical Plant Computer Facilities and Resources Requirements.

- 1) The Bidder must provide a description of facilities, database and resources to be used in the completion of the contract as well as a description of the online database and any hardware and associated software to be utilized. This shall include, but not be limited to, a description of the operating system, programming languages to be used, communication software, data management system, report generators, etc. (*See Section 3 - Performance Standards, 3.6- Software and Data.*)
- 2) The Bidder must provide a description of the backup system and computing facilities and resources to be used in the performance of the contract service functions. If this is accomplished by way of an agreement with another company or institution, the exact nature of that agreement must be specified and a copy provided.
- 3) The Bidder must provide a description of other data processing and input facilities to be used in the completion of the contract.
- 4) The Bidder must provide a detailed narrative description of the data security measures, techniques and procedures to be employed to ensure the confidentiality and security of data files at all times. A detailed description of the security of the proposed online database and any in-person facilities must be provided. Bidder must include detailed information responding to requirements in Section 3.3.

4. Organizational Summary

- a. Provide a brief description of the Bidder, including name, address and email addresses.
- b. List the name, title and responsibilities of all officers, identifying individuals who are authorized to negotiate a contract with OASAS and who shall have the ultimate responsibility and accountability for this contract.
- c. Provide the full name and address of any organization with which the Bidder will subcontract for any services under the project and mechanisms for assuring effective and efficient operations. List responsible officers for each subcontractor, including those individuals authorized to negotiate for the subcontractors. Evidence of potential subcontractor's willingness to participate or enter into subcontracted arrangements must be included.

The Bidder submitting the successful proposal pursuant to the RFP must assume full responsibility for the performance under the resultant contract. OASAS retains the right and privilege to approve the use of the subcontractors under the agreement resulting from this RFP. In any event, the prime contractor (the Successful Bidder) shall be responsible for all contract performance whether or not subcontractors are employed.

- d. Describe the current status of all litigation in which the Bidder is presently involved and how such litigation may possibly impair the Bidder's ability to perform under the proposed contract.

5. Project Overview

- a. A project overview demonstrating a clear understanding of the *Scope of Work/Deliverables* section of this RFP, an appreciation of the crucial nature and complexity of maintaining the registry system, a capacity to preserve confidentiality and security of all records, and a commitment to working with OASAS to uphold the integrity of the registry.

6. Proposed Workplan

Each proposal must contain a detailed management work plan, which outlines the Bidder's proposed plans for carrying out the work associated with this RFP. Such as, a work plan must include a narrative description, which reasonably identifies the key tasks, activities and time frames necessary to fulfill the proposal's requirements. This plan should also encompass the chart in Section 3.6.

a. Narrative Work Plan.

- 1) A description of each of the registry functions in *Section 2 - Scope of Project, 2.2 - Functions A through E*, including the processes, tasks, and other activities proposed which will be required to support the registry system. This should include a description of the processes and methods to be used to meet the identified design features, including documented requirements, system business rules and method for implementation of same.
- 2) A description of each of the operating functions in *Section 2 - Scope of Project, 2.2 - Function F*, including the processes, tasks, and other activities proposed which will be required to support the registry system. This should include a description of the processes and methods to be used to meet the identified design features, including documented requirements, system business rules and method for implementation of same.
- 3) A description of the quality assurance plan for all processes.
- 4) A description of the data processing support to be provided, including the system requirements, a data communications plan, a system failure/disaster recovery plan and documented Service Level Agreement which ensures business continuity, and a system security plan.

- b. Detailed Work Plan. A detailed project work plan for each function in *Section 2 - Scope of Project, 2.2 - Functions*, including deliverables and requirements met, test plans, system load testing plan, user Acceptance Testing and timelines for each project phase. Plan also must include tasks, milestones, staff proposed and projected hours of each staff member.

c. Availability of Features Plan

List required system features as defined in *Sections 2.2.F.9 and 3.8.1*. For each feature identify a date when the feature will be made available according to the proposed work plan. If the feature is inherent in an existing system being offered, enter the Bid Proposal Submission date listed in the Expected Timeline for Key Events as the date of availability for that feature.

7. Project Management

- a. The Bidder must exhibit their qualifications for successfully completing all requirements outlined in this RFP with regard to professional and clerical staff, financial resources and stability, physical plant, online database, and resources.

- 1) Resumes that include detailed descriptions of the applicable background of the project manager and all other key supervisory personnel that will be assigned to the development and/or operational phase and percentage of time to be spent on the project, indicating degree of involvement.
- 2) Resumes that include a detailed description of the applicable background of all other project support personnel, including those who would be used as backup in the event of an unexpected personnel problem. Included in this should be personnel such as data entry, clerical, computer operations, etc.
- 3) A description of qualifications of all employees in the regular employment of the Bidder who will be assigned to the software development phase of the contract as well as those who will be retained in the continued regular employment of the Bidder throughout the duration of the contract to perform modifications and maintenance to the system.

5 PROPOSAL SUBMISSION

5.1 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**.

5.2 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.

6 EVALUATION OF PROPOSALS AND SELECTION

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

6.1 Completeness Review/Non-Responsive Proposals

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

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

1. The proposal was **received by the date and time listed in the Expected Timeline for Key Events.**
2. The Bidder **met the eligibility requirements.**
3. The Bidder included an **Administrative Proposal, which included:**
 - a. **A COVER LETTER**
 - b. **ATTACHMENT 3** – Vendor Assurance of No Conflict of Interest or Detrimental Effect Form
 - c. **ATTACHMENT 4** – Non-Collusive Bidding Certification
 - d. **ATTACHMENT 5** – Bidder’s Certified Statements
 - e. **ATTACHMENT 6** – Diversity Practices Questionnaire
 - f. **ATTACHMENT 7** – Executive Order 177 Certification
 - g. **ATTACHMENT 8** – Executive Order 16 Certification
 - h. **ATTACHMENT 9** – §139-I Statement on Sexual Harassment
 - i. **ATTACHMENT 12** – Procurement Lobbying Law
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**

6.2 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.

6.3 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.

A. Technical (78 points)

Bidder's Qualifications	13 points
Organizational Summary	5 points
Project Overview	10 points
Proposed Workplan	20 points
Availability of required features of the system software at time of proposal	20 points
Project Management	10 points

B. Fiscal (20 points)

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

As noted on the Cost Proposal Form (ATTACHMENT 2) the “Total 5-Year Cost” amount only will be used for cost proposal scoring purposes.

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

6.4 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.

6.5 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.

6.6 Contract Negotiation Requirement

The Successful Bidder selected must complete contract negotiations within 30 days of its initiation by OASAS. Should negotiations not be completed within that time frame, OASAS reserves the right to terminate contract negotiations and select another Bidder.

6.7 Debriefing

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

6.8 Protests of Award Decisions

6.8.1 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

6.8.2 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.

7 ADMINISTRATIVE INFORMATION

7.1 Pricing

For purposes of this RFP, the billing structure for registry services shall be at the rate provided by the Successful Bidder on **ATTACHMENT 2 – Budget**.

The Successful Bidder may annually, effective with each anniversary date of the resulting contract, request OASAS adjustments to the fees charged to OTP providers. Request must be accompanied by detailed documentation supporting the fee increase. The fees charged to providers may not be adjusted without prior OASAS approval.

7.2 Method of Payment

Under the contract to be awarded, the Successful Bidder will bill the OTPs for registry service fees and will also collect those fees for reimbursement of contract expenses.

7.3 Electronic Payment

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

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

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

7.4 Invoice Preparation

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

1. OASAS as customer agency
2. Invoice number or account number
3. Invoice Date
4. Your organization's SFS Vendor Number

5. OASAS Unit ID of 3670000
6. Contract ID Number (i.e.: OAS01-C00XXXX-3670000) associated with the invoice
7. Line-item details that match the corresponding PO line item

When possible, a PDF version of invoices should be emailed to accountspayable@ogs.ny.gov. The subject line should include the Invoice Number and OASAS 3670000. If sent electronically, do not send a paper copy of the invoice as this can cause duplication 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

8 GENERAL TERMS AND CONDITIONS

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

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

9 CONTRACT CLAUSES AND REQUIREMENTS

9.1 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.**

9.2 APPENDIX D – OASAS Standard Contract Provisions

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

9.3 MWBE and EEO Requirements (ATTACHMENT III)

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

NEW YORK STATE EXECUTIVE LAW

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

Business Participation Opportunities for MWBEs

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

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of [APPENDIX A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women (<https://ogs.ny.gov/system/files/documents/2023/06/appendix-a-june-2023.pdf>) OR Authority equivalent to APPENDIX A]. The respondent is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, 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 sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

See ATTACHMENT III for further requirements and applicable forms.

9.4 New York State Certified Service-Disabled Veterans

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

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OASAS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OASAS contracts.

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

For purposes of this procurement, OASAS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the

Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

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

9.5 Diversity Practices (ATTACHMENT 6)

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

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

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

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

9.6 NYS Vendor Responsibility Questionnaire

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

NYS Agencies are required to undertake an affirmative review of the responsibility of any Contractor to whom they propose to make a contract award. Such review is designed to provide reasonable assurances that the proposed Contractor is responsible. A responsibility determination will involve a review of the following four major categories: legal authority, integrity, financial and organizational capacity, and previous contract performance.

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

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

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

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

The Successful Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OASAS may terminate the Contract. In no case, shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Successful Bidder as a result of such termination.

9.7 Consultant Disclosure Law (ATTACHMENT VI)

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), and the Department of Civil Service (CS). These amendments became effective June 19, 2006. To meet these requirements, the Successful Bidder agrees to complete:

- A. **Form A - Contractor's Planned Employment Form.** The State agency using the consultant services is required to submit Form A to the OSC.
- B. **Form B - Contractor's Annual Employment Report.** Form B must be submitted each year the agreement is in effect, to capture the Successful Bidder's historical information detailing actual employment information for the most recently concluded State Fiscal Year (April 1 through March 31) and every year thereafter. For each year of the contract, by May 15, the Successful Bidder agrees to report the following information to OASAS. For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year the Successful Bidder reports the total number of employees employed to provide the consultant services for each employment category.
 - 1. Total number of hours worked by such employees for each employment category.
 - 2. Total compensation paid to all employees that performed consultant services under such Contract for each employment category.*

***NOTE:** *The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information*

shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.

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

Department of Civil Services Alfred E. Smith Office Building Albany, NY 12239 Attn: Counsel's Office	Office of the State Comptroller Bureau of Contracts 110 State Street, 11 th Floor Albany, NY 12236 Attn: Consulting Reporting	OASAS 1450 Western Avenue Albany, NY 12203 Attn: Contracts Unit
---	---	---

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>.

9.8 Ethics Compliance

The Successful Bidder and its Subcontractor(s) and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, 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.

9.9 Indemnification

The Successful Bidder shall assume all risks of liability for its performance, or that of any of its officers, employees, or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this contract and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Successful Bidder, its officers, agents, or employees, or the failure by the Successful Bidder, its officers, agents, or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

9.10 Tax and Finance Clause (ATTACHMENT VII)

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

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

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

Form ST-220-CA must be completed by the Successful Bidder and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Bidders may call DTF at (518) 485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site <https://www.tax.ny.gov/>.

9.11 Contractor's Insurance Requirements

The Successful Bidder agrees that, without expense to the State, it will procure and will maintain, until final acceptance by the Agency's designee of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and the contract. Before commencing the work, the Successful Bidder shall provide certificates of insurance that name the State of New York, its officers and employees as additional insured, in a form satisfactory to said Agency, showing that it has complied with the requirements of this section, and the certificates shall state that the policies shall not be changed or canceled until thirty (30) days written notice has been given to State. The kinds of amounts of required insurance are:

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

9.12 Worker's Compensation and Disability Benefits Certifications

Section 57 and 220 of the New York State Workers Compensation Law (WCL) provide that OASAS shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with OASAS, Successful Bidder will be required to verify for OASAS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. The Successful Bidder must submit the following documentation before a contract may take effect.

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

A. Proof of Workers' Compensation Coverage:

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

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

B. Proof of Disability Insurance Coverage:

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

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

The New York State Office of Addiction Services and Supports is required to provide public access to certain documents it maintains. The Freedom of Information Law, however, Section 87.2 (d) of the Public Officers Law, allows exception for trade secret information which, if disclosed, could cause substantial injury to the competitive position of the Contractor's enterprise. Should a Bidder believe that certain portions of its proposal qualify for trade secret status, the Bidder must submit in writing, accompanying its proposal, explicit justification and cite the specific portions of the proposal

for which an exemption is being requested. Bidders requesting an exemption for trade secret status will be notified in writing of the Agency's determination of their request.

Requests for exemptions for entire proposals are not permitted and may be grounds for considering the submission to be non-responsive to this solicitation and for disqualification of the Bidder.

9.14 Confidentiality and Nondisclosure

The Successful Bidder agrees to abide by all applicable provisions of the New York State Cyber Security Policy (<https://its.ny.gov/policies>) and OASAS policies and procedures to comply with State and Federal security requirements including but not limited to controls identified in NIST 800-53B and FISMA Moderate dependent on classification and confidentiality requirements of the information. The NYS Secure Systems Development Lifecycle (SSDLC) process requires only live data in production and ensures environments (Dev, Test, QA, Prod) are in alignment with NYS and Federal requirements.

The Successful Bidder acknowledges that all information and documentation pertaining to OASAS and when applicable, its claimants or its constituents, is confidential to the extent provided by law.

The Successful Bidder shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is:

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

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

The Successful Bidder firm or subcontractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project.

9.15 Non-Collusive Bidding Practices (ATTACHMENT 4)

- A. The Bidder shall submit, as part of the bid, a completed copy of the Certificate of Bidding Practices. This will certify that, to the best of the Bidder's knowledge and belief:
 1. The prices in the bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other Bidder or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder, directly or indirectly, to any other Bidder or to any competitor prior to completion of the selection process.

3. No attempt has been made or shall be made by the Bidder to induce any other person, Partnership or Corporation to submit or not to submit a bid for the purpose of restricting competition.

9.16 Procurement Lobbying Law (ATTACHMENT 12)

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between a Governmental Entity and an Offeror/Bidder during the procurement process. A Bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in this solicitation. OASAS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the following web address: <https://ogs.ny.gov/ACPL/>

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

9.17 Regulations and Guidelines

The Successful Bidder must meet all applicable regulations and guidelines (i.e., federal, state, county, city, Commission on Accreditation of Rehabilitation Facilities), relative to the service provided, if applicable.

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

The Successful Bidder understands and agrees that the contracted service under its control will be operated in compliance with all applicable codes pertaining to the contracted service, and will immediately take corrective action, at its own expense, which is required by New York State or any other applicable federal, county or local codes pertaining to the contracted service.

The Successful Bidder shall enter into a written agreement with OASAS ensuring the confidentiality of patient records and information in accordance with 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records. Failure on the part of the Successful Bidder to comply with Federal rules and regulations on the confidentiality of patient records would be grounds for the State to terminate the contract with the Successful Bidder.

9.18 Public Announcements

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

9.19 Acceptance

The proposals shall be submitted with the understanding that only the acceptance in writing by the Associate Commissioner, Division of Financial Administration or a designated duly authorized representative with the approval of the Attorney General, the Office of the State Comptroller and, when appropriate, the Division of the Budget, shall constitute a contract between the Successful Bidder and the State of New York.

9.20 Subcontracting

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

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

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

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

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

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

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

9.21 Public Officers Law

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority. Any questions about the appropriateness of employing or utilizing a former State Agency or Authority employee should be resolved by obtaining an advisory opinion from the Advisory Council on Procurement Lobbying which can be contacted at <https://ogs.ny.gov/ACPL/> .

9.22 Conflict of Interest

A. The Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how 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.

9.23 Executive Order 177

In accordance with Executive Order (EO) No. 177, the Bidder shall certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Such certification shall be made utilizing **ATTACHMENT 7**.

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

9.24 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**.

9.25 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.

9.26 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).

9.27 TECHNOLOGY PROVISIONS

9.27.1 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.

9.27.2 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).

9.27.3 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.

9.27.4 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.

9.27.5 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.

9.27.6 Support Services

All help desk, online, and administrative support services that access any data must be performed from within the Continental United States. At no time will any support be allowed to access data directly or indirectly, from outside the Continental United States.

9.27.7 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.

9.27.8 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

9.27.9 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.

9.28 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.

9.29 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.

9.30 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.

9.31 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>

9.32 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.

10 REQUIRED ATTACHMENTS AT BID SUBMITTAL

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

Attachment	Attachment Title
1	Checklist of Submission Requirements (optional, but highly recommended)
2	Budget
3	Vendor Assurance of No Conflict of Interest or Detrimental Effect
4	Non-Collusive Bidding Certification
5	Bidder's Certified Statements
6	Diversity Practices Questionnaire
7	Executive Order 177 Certification
8	Executive Order 16 Certification

Attachment	Attachment Title
9	Statement on Sexual Harassment Certification
10	References (Similar Engagements)
11	Reserved
12	Procurement Lobbying Law - Affirmation pursuant to SFL State Finance Law §139-j-k

11 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	NYS Opioid Treatment Program Sites
C	Registry Historical Workload Data
D	Reserved

12 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

END OF RFP