

Request for Proposal

Statewide Youth Development Survey: Assessing Risk and Protective Factors Among Secondary School Students

Agency Information:

Office of Alcoholism and Substance Abuse Services
1450 Western Avenue
Albany, New York 12203-3526

Proposals must be received by: May 27, 2008, 2:00 PM

Proposals must be submitted to:

Ms. Patricia G. Quivey
New York State Office of Alcoholism and Substance Abuse Services
Financial Management, 4th floor
1450 Western Avenue
Albany, New York 12203-3526

May 5, 2008

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Section 1

1. Introduction

1.1 Purpose of Request for Proposal.

The New York State Office of Alcoholism and Substance Abuse Services (OASAS) plans to conduct a statewide Youth Development Survey (YDS) in the Fall 2008 in order to assess risk and protective factors among students in grades 7 through 12. The YDS survey will be based on the Communities That Care (CTC) Youth Survey. OASAS seeks to make a single contract for: (1) developing and printing the survey questionnaire; (2) completing final components of the sampling design; (3) managing the administration of the survey; (4) managing all data entry or scanning of survey forms; (5) conducting preliminary data analysis; (6) providing standard reports profiling risk and protective factors and substance use for each county and participating school districts; and (7) providing OASAS a documented computer file of all survey data collected. OASAS invites eligible organizations to submit proposals.

1.2 Background.

The use of alcohol, tobacco, and other drug use among youth as well as youthful participation in other problem behaviors (e.g., gambling) continues to concern parents, school administrators, teachers and coordinators of school-based prevention and intervention programs. In the past the New York State Office of Alcoholism and Substance Abuse Services (OASAS) has periodically surveyed this population in order to assess the patterns and magnitude of substance use and other problem behaviors (Rainone and Marel, 2000, 2006). Less information is available on the environmental, attitudinal, personality, or developmental characteristics that may affect the ways in which students respond to opportunities to engage in the use of alcohol and other drugs or other problem behaviors, characteristics which either reduce the likelihood of involvement (i.e. protective factors) or increase it (risk factors). The need for this information is especially evident given the well documented relationship between adolescent problem behaviors and the specific characteristics of students' community, school and family environments (Hawkins, Catalano, and Miller, 1992) as well as the numerous studies indicating that prevalence of adolescent problem behaviors is positively associated with exposure to identified risk factors and negatively associated with exposure to identified protective factors (Bry, McKeon and Pandina, 1982; Newcomb, Maddahian and Skager, 1987; Newcomb and Feliz-Ortiz, 1992; Newcomb, 1995;). In order to address this need, OASAS will conduct a statewide survey of risk and protective factors in the fall of 2008.

1.3 General Overview.

OASAS is the New York State agency principally responsible for the prevention and treatment of substance use and gambling problems. OASAS, New York City and county governments, school districts and prevention service providers develop and implement policies, plans and services to address substance use and gambling problems. New York's strategic approach to prevention is based on decreasing risk and enhancing protective factors in communities. In order to develop policies and services that respond to community needs, information is required at the community level that assesses the levels of risk and protective factors as well as substance use and gambling problems.

New York's Youth Development Survey (YDS) will be based on the Communities That Care (CTC) Youth Survey. The CTC Youth Survey was developed to provide scientifically sound information on the prevalence of risk and protective factors among youth. A limited amount of state-specific content will be added to the CTC survey for use in New York. The Youth Development Survey will obtain needs

assessment information for students attending public and private schools (grades 7-12) in New York State including rates for: various risk and protective factors; substance use including tobacco, alcohol and a variety of drugs; participation in various gambling activities; and involvement in problem behaviors such as truancy, delinquency and gang-related behaviors.

1.4 References.

Arthur, M.W., Hawkins, J.D., Pollard, J.A., Catalano, R.F., and Baglioni, Jr., A.J. "Measuring Risk and Protective Factors for Substance Use, Delinquency, and Other Adolescent Problem Behaviors: The Communities that Care Youth Survey." *Evaluation Review*, 26: 575-601, 2002.

Briney, J.S., Arthur, M.W., Brooke-Weiss, B.L. and Hawkins, J.D. Measuring Community Risk and Protection using the Communities That Care Youth Survey (Unpublished Manuscript).

Bry, B.H., McKeon, P. and Pandina, R.J. "Extent of drug use as a function of number of risk factors." *Journal of Abnormal Psychology*, 91: 273-279, 1982.

Glaser, R.F., Van Horn, M.L., Arthur, M.W., Hawkins, J.D., and Catalano, R.F. "Measurement Properties of the Communities that Care Youth Survey Across Demographic Groups." *Journal of Quantitative Criminology*, 21: 73-102, 2005.

Hawkins, J.D., Catalano, R.F. and Miller, J.Y. "Risk and protective factors for alcohol and other drug problems in adolescence and early adulthood: Implications for substance abuse prevention." *Psychological Bulletin*, 112: 64-105, 1992.

Newcomb, M. "Identifying high risk youth: Prevalence and patterns of adolescent drug abuse." In E. Rahdert and D. Czechowicz (Eds.) *Adolescent drug abuse: Clinical assessment and therapeutic interventions* NIDA Research Monograph 156, 1995.

Newcomb, M. and Felix-Ortiz, M. "Multiple protective and risk factors for drug use and abuse: Cross-sectional and prospective findings." *Journal of Personality and Social Psychology*, 51: 564-577, 1992.

Newcomb, M., Maddahian, E. and Skager, R. "Substance use and psychosocial risk factors among teenagers: Associations with sex, age, ethnicity, and type of school." *American Journal of Drug and Alcohol Abuse*, 13: 413-433, 1987

Rainone, G. and Marel, R. The OASAS School Survey: Alcohol and Other Drug Use Among 5th through 12th Grade Students 1998, Statewide Findings. Albany, New York: New York State Office of Alcoholism and Substance Abuse Services, 2000.

Rainone, G. and Marel, R. The OASAS School Survey: Alcohol and Other Substance Use Among 5th through 12th Grade Students, 2002. Albany, New York: New York State Office of Alcoholism and Substance Abuse Services, 2006.

Section 2

2. Scope of Project

2.1 Overview

The 2008 Youth Development Survey is a statewide survey of students in grades 7 through 12 regarding substance use, other problem behaviors, and associated risk and protective factors. As many as 225,000 students enrolled in 735 randomly selected public, diocesan and other non-public schools are expected to participate in the survey. The sample will consist of as many as 560 public schools operated by 225 school districts, 145 schools operated by 8 diocesan school systems and 30 other non-public schools. The sampling methodology is designed to provide county-level prevalence estimates for grade pairs (7-8, 9-10 and 11-12). Bidders will be required to provide different prices based on a minimum and maximum number of students and schools participating. Minimum and maximums are provided in Table 2-1 below.

Data will be collected through the use of a self-administered paper and pencil questionnaire administered to classes of students. Survey administration will be proctored by school personnel under supervision of a district or school liaison who will have been trained and provided consultation and assistance by the contractor.

After collecting, processing and analyzing the data, the contractor will provide reports to OASAS, counties, participating public school districts, and non-public schools. These reports will provide a profile of risk and protective factors, substance use and other problem behaviors for the specific county, school district or non-public school with a comparison to the state or other normative group. In addition, the contractor will provide a computer file of all data collected to OASAS along with appropriate documentation.

2.2 Instrument Development and Printing of Survey Forms

OASAS will specify the required content for the survey. The content of the Youth Development Survey (YDS) will be based principally on the public domain Communities That Care (CTC) Youth Survey, but approximately 15 percent of the content will be modified. OASAS will delete some content and add other content (such as a gambling prevalence scale). OASAS will fully specify the content of the YDS and make it available to bidders by May 31, 2008.

The contractor will develop a Spanish language version of the survey instrument. Based on OASAS school survey experience, as many as 1.0% of students may use the Spanish version. However, sufficient copies must be made available to school districts and schools to accommodate students who prefer to complete the survey using the Spanish language version.

The contractor will print and supply copies of the survey instrument, both the English and the Spanish versions. Table 2-1 indicates the currently estimated minimum and maximum number of forms that will be required. OASAS will develop and make available to bidders the final estimate of the number of forms needed by July 8, 2008.

OASAS will require one week to review and approve both the English and Spanish versions of the survey prior to printing.

2.3 Sample Design and Recruitment

OASAS will provide the sample design which will permit reliable estimates at the following levels: statewide, regional, and county for pairs of grades (7-8, 9-10 and 11-12). The sample design will not typically provide reliable estimates for individual school districts (unless required by the school district).

(a) Selection of School Districts

Based on a probability sample of school districts, OASAS will contact superintendents to secure participation in the YDS. OASAS will provide a list of school districts which have agreed to participate in the survey, including the liaison designated by each school district and contact information. (The list will constitute a probability sample of all public school districts and non-public schools.) OASAS will complete this list and make it available by July 8, 2008. OASAS will continue its efforts to secure participation of school districts. On September 15, 2008, OASAS will provide a final list to the contractor. Additional school districts on the final list will constitute no more than 25 percent of the total participating school districts.

Beginning in August 2008, the contractor will contact school districts to confirm their participation and make additional arrangements.

(b) Selection of Schools within School Districts

OASAS will provide the protocol for selecting schools within school districts. OASAS will develop this protocol and make it available by July 1, 2008.

As part of its effort to secure school district participation, OASAS will apply the school selection protocol and, in consultation with school districts, select individual schools for the survey to the extent possible at that time. The lists of school districts that OASAS will provide on July 8 and September 15 (see above) will include the individual schools selected to the extent they have been determined.

As part of the process of confirming school district participation and making survey arrangements, the contractor, in consultation with school district liaisons, will use the school selection protocol to confirm and complete selection of schools within districts as necessary.

(c) Selection of Classes within Grade

Within each grade within each school, either a portion of classes will be randomly selected or all classes will be selected to be surveyed, based on the number of students enrolled in the grade. Specifically, for school grades with 120 or fewer enrollees, all classes in the grade will be surveyed. Based on recent enrollment data, it is expected that random sampling of classes will be employed in about 60 percent of all schools.

The contractor will assign numeric codes identifying each school within each school district. With the assistance of the school-level liaison, the contractor will enumerate each class within each school and estimate the number of students enrolled in the class. Classes may be enumerated within a grade based on a common subject or time period during which the survey may be administered without duplication (such as, home room, English, physical education etc.).

The contractor will maintain a list of school districts, schools (with identification codes) and classes within grades, indicating class size and whether the class is included in the sample. The contractor will include on the list the school district liaison or school-level liaison. (The contractor will provide this list to OASAS at the end of survey data collection.)

2.4 Survey Administration

The contractor will submit a final Survey Administration Plan for OASAS approval by September 1. The Plan will include the protocol and procedures to be used by schools in administering the survey. These protocols will assure the confidentiality, validity and security of the data obtained. OASAS will review the plan within one week and the contractor will have one week to finalize the plan.

The contractor will implement and document a “form control system” to be used in monitoring the flow of forms and ensuring data integrity. The system must track specific forms from the contractor to the classroom and back to the contractor. The form number must be included in the data files to be produced. The system must also be able to determine how many students in each class received a form regardless of whether all the forms were completed.

In preparation for survey administration, the contractor will be responsible for ensuring that:

- (a) district and school liaisons are notified of the classes selected within each grade in their respective districts and schools;
- (b) district and school liaisons are notified of the numeric codes (i.e. school code) assigned to their schools;
- (c) survey materials (i.e. questionnaires, parental consent forms, etc.) are packaged according to school and selected classes, and are sent to the selected schools;
- (d) parental consent forms are distributed to parents for all students enrolled in the selected classes at least a week prior to the date of survey administration. The letter and form may be combined and may be sent home with the students. (OASAS will provide the template for the parental permission letter and form; however, the letter must be sent on school letterhead.)

At the time the survey is administered, contractor is responsible for working with district liaisons to identify and implement proctoring procedures that ensure that:

- (a) students understand that their participation in the survey is voluntary;
- (b) students understand that their individual responses will not be shared with parents or school personnel and that they are not to share their answers with other students;
- (c) students understand that they are not to provide any personal identifiers or any other identifying information in the course of completing the questionnaire.

After the survey is administered, contractor is responsible for ensuring that district/school liaisons are aware that:

- (a) the contractor must be notified of the survey’s completion so that arrangements can be made for retrieval of the data;
- (b) school codes must be attached to the receptacles (i.e. envelopes, ballot boxes) within which the completed questionnaire are contained;
- (c) the receptacles must be sealed and their integrity maintained until they are retrieved by the contractor or agents acting on its behalf;
- (d) the receptacles must be stored in a secure area on school grounds until they are retrieved by the contractor or agents acting on its behalf.
- (e) The contractor will pay for shipping of forms from the school to the contractor.

The contractor will provide OASAS a list of school districts, schools (with identification codes) and classes within grades, indicating class size and whether the class is included in the sample. The contractor will include on the list the school district liaison or school-level liaison.

2.5 Data Entry or Scanning

The contractor will scan or otherwise enter the survey forms. The contractor must provide to OASAS documentation of the technology employed and the procedures used in interpreting marks on the survey forms, including handling of multiple responses to single response items.

2.6 Data Analysis

The contractor will:

- (a) Implement and document quality assurance and verification procedures. Identify and implement procedures for “cleaning” the data (i.e. detecting and resolving inconsistent responses, out of range values, etc.). Data cleaning and recoding procedures (i.e., detecting and resolving inconsistent responses, out of range values, etc.) must be documented.
- (b) Provide to OASAS proposed algorithms for constructing risk and protective factor and problem behavior scales as well as specifications for cut-points used in computing percentages of students at high risk.
- (c) Calculate response rates at the state, county and school district levels.
- (d) Provide to OASAS proposed procedures for post-weighting of the data to produce unbiased county-level estimates for county reports, including criteria for determining whether each county’s sample is adequate for producing reliable county-level estimates and reports, by January 31, 2009. OASAS will review the proposed procedures and provide comments within 2 weeks. The contractor will make required changes within 2 weeks.
- (e) Provide to OASAS proposed procedures for post-weighting of the data to produce unbiased district-level estimates for school district reports by February 14, 2009. OASAS will review the proposed procedures and provide comments within 2 weeks. The contractor will make required changes within 2 weeks.
- (f) Calculate and provide confidence intervals for principal scales and indicators (including risk and protective factor scales and indicators) at the state, county and school district levels.
- (g) Develop or otherwise provide the norms to be used in making formatted county-level and school district-level reports. The contractor will provide the proposed norms and methods by March 14, 2009. OASAS will review the proposed procedures and provide comments within 10 days. The contractor will make required changes within 10 days.
- (h) Analyze and provide results for principal scales and indicators (including risk and protective factors) using demographic characteristics including school district size.
- (i) Calculate and provide results for reliability estimates for principal scales and indicators (including risk and protective factors) by demographic characteristics at the state, county and school district levels.

2.7 Production of State, County and School Reports

Contractor will:

- (a) Provide to OASAS draft templates for state and county-level reports and for school-district and school-level reports profiling risk and protective factors, substance use and related problems against comparative norms. Reports should include:
 1. “plain English” explanations of methods to aid customer interpretation;

2. description of the sample and the size of the sample;
3. tabular and graphic depictions of all descriptive results;
4. computation of the percentage of students above risk and protective factor cut-points;
5. comparison to county, state and national norms;
6. item response frequencies in appendices.

The draft report templates will be provided by November 30, 2008. OASAS will review the draft templates within 3 weeks. The contractor will make required changes within 3 weeks.

- (b) Provide OASAS a state-level report and county-level reports for those counties with adequate sample data to produce valid county profiles. For each report, the contractor will provide an original paper copy and a copy in MS Word of “pdf” format. Reports will be provided by April 15, 2009.
- (c) Provide school district and school reports directly to the school districts and schools. For each report, the contractor will provide an original paper copy and a copy in MS Word of “pdf” format. Unless the school district declines, each school district will be provided a district-level report representing their students in grades 7-12 as well as for grade pairs: 7-8, 9-10 and 11-12. Unless the diocesan school system declines, each diocesan school system will be provided a district-level report representing their students in grades 7-12 as well as for grade pairs: 7-8, 9-10 and 11-12. Large diocesan school systems may request reports for groupings of counties provided no grouping has fewer than 5 schools. Unless declined, each “other” non-public school participating in the survey will be provided a report for its school. The contractor will not provide OASAS copies of school or school district reports. Reports will be provided to school districts and schools by April 30, 2009.

2.8 Production and Acceptance of OASAS Data File

The contractor will:

- (a) Provide OASAS a preliminary “cleaned” data file in ASCII or SPSS format based on at least the first 5,000 survey forms processed as well as preliminary documentation including a codebook and procedures used in cleaning the data, January 10, 2009. (English and Spanish versions of the survey will be included in one file.) OASAS will do a preliminary review of the data and advise the contractor of any issues regarding the data or documentation within 3 weeks of receipt of the file.
- (b) Provide OASAS tabulations of “marginals” on all data items for all survey data and final draft of all documentation by February 28, 2009. OASAS will review the tabulations and advise the contractor of any issues regarding the data or documentation within 3 weeks of receipt of the marginals.
- (c) Provide OASAS two copies of the final data file in ASCII or SPSS format including all survey data. The data file will include a number linking each record (i.e., case) to its survey form as well as the case weights used for producing statewide, county and school district estimates. Each record will include a county code and a code indicating school district size category (as defined by OASAS). English and Spanish versions of the survey will be included in the one file and a code will be included on each record indicating whether the English or Spanish version was used. Each record will include a code indicating whether the school or school district has agreed to provide access to its data. If the school or school district has agreed, identifiers will be entered into the school and district data items; otherwise these items will remain null. Final documentation will be provided with the file. The file and documentation will be provided by April 30, 2009. OASAS will review the data and advise the contractor of any issues regarding the data or documentation within 3 weeks of receipt of the file.
- (d) Provide to OASAS documentation of data standardization protocols, scale constructions and “cut-points,” including source code used in calculating scales and making cuts as part of the documentation for the data file

2.9 Maintenance and Use of Data and Paper Survey Forms

The contractor will:

- (a) Maintain the completed paper survey forms for 6 months after OASAS acceptance of data files. Survey forms will not be destroyed without the expressed permission of OASAS.
- (b) Maintain survey data for a minimum of 3 years. The contractor may not release the data to anyone without prior approval of OASAS and subject to conditions OASAS specifies. The contractor may use the data to establish state, county and/or school norms for the contractor's purposes. The contractor may use the data to respond to requests for additional analyses or additional surveys from OASAS or from the school districts or schools participating in the survey.

2.10 Timeframe for Conduct of the Survey

Tasks	2008									2009					
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Develop & Print Questionnaire	O	O	O	X	X	X									
Implement Sample Design & Recruitment of School Districts	O	O	O		X	X									
Administer Survey						X	X	X	X						
Retrieve and Data Enter Surveys								X	X	X					
Analyze Data										X	X	X			
Produce County and School Reports and OASAS Data File													X		
Maintenance of Data and Paper Survey Forms											X	X	X	X	>

O = OASAS preparatory effort

2.11 Minimum and Maximum Survey Participation and Sample Size

Some of the expected costs of conducting the YDS will vary depending on the size of the survey. Specifically costs are likely to vary based on:

- The number of survey forms to be printed,
- The number of school districts or individual schools participating in the survey, and
- The number of reports to be produced for counties and school districts.

Other costs can be expected to be relatively fixed, for instance form design, protocol development, report design, data analysis, and production of data files.

OASAS is in the process of contacting school district superintendants to secure participation of school districts based on its sample design. It is not possible at this time to precisely estimate the size of the survey. However, OASAS has determined minimum and maximum survey size estimates to enable

potential bidders to develop proposals. (See Table 2-1.) Bidders must propose a price for the minimum survey size and another price for the maximum survey size. The negotiated contract will guarantee a minimum award amount based on the minimum survey size expected regardless of the actual realized survey size. Proposals will be evaluated based on the average of the price for the minimum survey size and the price for the maximum survey size.

**Table 2-1
Minimum and Maximum Size of the Youth Development Survey**

Estimated Number of ...	Minimum	Maximum
Survey Forms Needed		
Students participating	75,000	225,000
Questionnaires required (English)	100,000	300,000
Questionnaires required (Spanish)	3,000	9,000
School Districts and Schools Participating		
Public school districts participating	100	225
Public schools participating	250	560
Diocesan school districts participating	4	8
Diocesan schools participating	70	145
Other non-public schools participating	15	30
Profile Reports to be produced		
County-level reports	30	60
Public school district reports	100	225
Diocesan school districts reports	4	16
Other non-public school reports	15	30

2.12 Participation by School Districts and Schools Not Sampled by OASAS

If, by October 31, 2008, the contractor is contacted by additional customers (located in New York State) who were not selected in the sample for the OASAS statewide survey but wish to participate in the survey, the contractor will offer said potential survey customers the same price per unit quoted for the OASAS statewide survey up until December 31, 2008. (The unit price offered would be based on the OASAS price for the “minimum” survey size as negotiated in the contract.) Any custom analyses or custom reporting required by potential additional customers to be performed by the contractor is not included in the contractor’s survey price per unit offer and may involve additional costs to non-sampled customers.

Section 3

3. Qualifications of Vendors

The contractor shall meet the following qualifications:

3.1 Experience.

The contractor shall have at least five (5) year's experience in conducting school surveys, including all aspects of the scope of the project described in Section 2. Experience must include large scale statewide surveys involving numerous school districts. The contractor must have sustained the organizational capacity for performing the work described in Section 2 for at least the past five years, including questionnaire development, sample design, analysis of risk and protective factors and problem behaviors, statistical analysis of large samples and technical report writing.

3.2 Performance.

The contractor must have demonstrated success in performing the work described in Section 2 over the past 5 years. (References must be provided.)

3.3 Quality Control.

The contractor must have established adequate quality control procedures to monitor the progress of projects and to identify and address issues and problems as they arise.

3.4 Qualifications of Personnel.

The contractor must have staff or retained consultants capable of conducting all aspects of the scope of the project described in Section 2.

3.5 Additional Information

OASAS retains the right to request any additional information pertaining to the Vendor's ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.

Section 4

4. Proposal Requirements

Each Vendor must submit a complete and comprehensive proposal consisting of three parts:

- a Cover Letter with attachments,
- a Technical Proposal and
- a Business Proposal.

Proposals shall be prepared in the format described in the following sections. Failure to comply with the specified format may lead to a Vendor's proposal being deemed non-responsive to the RFP. The format of the proposal must follow, in sequence, each of the sections outlined. Appendices must be similarly sequential. Proposals, which do not contain all requirements of this RFP, shall be deemed non-responsive and removed from consideration.

To be eligible, Vendors are required to submit a complete proposal response in conformance with the format and content requirements set forth herein.

4.1 A *cover letter* is an integral part of the proposal package. The *cover letter* shall be signed by an individual who is authorized to contractually bind the Company. The following information must be included in the cover letter submission:

- A. The company's name, address, title of authorized signatory, telephone and fax numbers.
- B. A statement that the proposal shall be a firm and irrevocable offer for 180 days after the submission deadline.
- C. Written confirmation that the Vendor has the capability to and will abide by the *Scope of project* described in *Section 2*.
- D. A statement expressing that, if awarded the contract, the Vendor shall comply with all the requirements set forth in this Request for Proposals, including the contract terms and conditions contained in this document.
- E. The following shall be attached to the *cover letter*:

1. *Exhibit 2 – Cover Letter Addendum;*
2. *Exhibit 3 – References*
3. *Appendix D – MacBride Fair Employment Principles;*
4. *Appendix E – Affidavit of Non-Collusion; and*
5. *Appendix F – Corporate Acknowledgement.*

4.2 The Vendor shall submit the name(s) of the employee(s) who shall be responsible for the contract, job title(s) and function in the company, and the number of years' service with the Vendor's firm.

4.3 Vendor shall, upon request, submit satisfactory evidence that it has had previous experience and possesses adequate financial resources and organization as herein specified to perform the type, magnitude, and quality of work specified.

4.4 All proposals and accompanying documentation will become the property of the State of New York and will not be returned.

- 4.5 Electronic and/or facsimile proposals will not be accepted for this Request for Proposal.
- 4.6 Subcontracting. Except for the printing of the survey forms, all proposed subcontracts are subject to OASAS approval.
- 4.7 Submission of Sealed Proposals. Vendors must submit a complete response to this Request for Proposal, using the format and forms provided in this document. Submission of the Vendors' proposal, with submission of a cover letter, shall be construed by the Office of Alcoholism and Substance Abuse Services as the Vendors' acceptance of the procedures, evaluation criteria, and other administrative instructions in the Request for Proposal.

Non-compliance with the submission of proposals as required by this section may result in disqualification of the offering.

Complete proposals are to be packaged, sealed and submitted to:

Ms. Patricia G. Quivey, Chief Budgeting Analyst
New York State Office of Alcoholism and Substance Abuse Services
Bureau of Financial Management
1450 Western Avenue, 4th floor
Albany, NY 12203-3526

Complete proposals must have a label on the outside on the package itemizing the following: Proposals Enclosed, Title "Statewide Youth Development: Survey Assessing Risk and Protective Factors Among Secondary School Students," Vendor's Name and Address, Proposal Submission Date and Time.

If using a commercial delivery company which requires that you use their shipping package or envelope, your proposal must be placed within a sealed envelope labeled as detailed above and this envelope put into the commercial delivery company's envelope. This will ensure that your proposal is not prematurely opened. Proposals not received by **May 27, 2008, 2:00 p.m.** may not be opened at the sole discretion of the Office of Alcoholism and Substance Abuse Services.

- 4.8 Proposal Format and Content. Vendors MUST supply five (5) original copies of its proposal. (All copies of the Cost Proposal must be packaged separately from copies of the Technical Proposal and labeled).
- A. Cover Letter with the following attachments:
1. *Exhibit 2 – Cover Letter Addendum;*
 2. *Exhibit 3 – References*
 3. *Appendix D – MacBride Fair Employment Principles;*
 4. *Appendix E – Affidavit of Non-Collusion; and*
 5. *Appendix F – Corporate Acknowledgement.*
- B. Technical Proposal: Vendors must submit five (5) original copies of the Technical Proposal, each clearly identified on the cover with the Vendor's name and the title of the Request for Proposal, "Statewide Youth Development Survey: Assessing Risk and Protective Factors Among Secondary School Students". Any outside packaging containing the Technical Proposal copies must be clearly marked with the words "Technical Proposal – Statewide Youth Development Survey: Assessing Risk and Protective Factors Among Secondary School Students."

- C. Business Proposal: Vendors must submit five (5) original copies with original signature, each clearly identified on the cover with the Vendor's name and title of the RFP.

4.9 Procurement Rights. The Office of Alcoholism and Substance Abuse Services reserves the right to:

- A. Amend, modify or cancel this Request for Proposal and to reject any and all proposals and to reissue a modified version of this Request for Proposal.
- B. Reject proposals that fail to meet mandatory requirements.
- C. Disqualify a Vendor from receiving the award if such Vendor, or anyone in the Vendor's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- D. Eliminate mandatory requirements unmet by all Vendors.
- E. Elect to award a contract to one or more responsive and responsible Vendors.
- F. Utilize any and all ideas submitted in the proposals received, unless those ideas are covered by legal patent or proprietary rights.
- G. Should OASAS be unsuccessful in negotiating a contract with the selected Vendor within a reasonable time, as determined by OASAS, then OASAS may begin contract negotiations with the next ranked Vendor in order to serve the best interest of the State of New York.
- H. Make typographical corrections or correct computational errors to a proposal.
- I. Request Vendors to clarify their proposals.
- J. Make inquiries, at OASAS' discretion and by any means it may choose, into the Vendor's background or statements made in the proposal to determine the truth and accuracy of statements made by Vendor.

4.10 State Legal Requirements. The vendor must:

- A. Comply with the Standard Clauses for All New York State Contracts - Appendix A, which will become part of the contract between the Successful Vendor and the State of New York.
- B. Comply with the Minority and Women-Owned Business Enterprises, Appendix B.
- C. Complete and comply with the MacBride Fair Employment Principles, Appendix D.
- D. Complete and comply with the Affidavit of Non-Collusion Bidding Certification, Appendix E.
- E. Complete the Corporate Acknowledgement form, Appendix F.
- F. Comply with New York State Labor laws as applicable.
- G. Comply with all Federal, State and local laws, codes, rules and regulations.

4.11 Insurance. The Successful Vendor 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 amount hereinafter provided, in insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful Vendor shall either name the State of New York, its officers and employees as additional insurers or shall make other arrangements suitable to the Agency in lieu of such naming, in form satisfactory to said Agency, showing that it has complied with the requirements of this section, which certificate or certificates shall name the State of New York, its officers and employees as additional insurers and shall state that the policies shall not be changed or canceled until thirty days written notice has been given to said Agency. The kinds of amounts or required insurance are:

- A. A policy covering the obligations of the Successful Vendor in accordance with the provisions of Chapter 41, Laws of 1914 as amended, known as the Worker's Compensation Law, and the contract shall be void and of no affect unless the Successful Vendor procures such policy and maintains it until acceptance of the work.

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 anyone 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 anyone 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 \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period:

1. Successful Vendors' Liability Insurance issued to and covering the liability of the Successful Vendor 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 Vendor or by its subcontractors, including omissions and supervisory acts of the State.

4.12 Regulations and Guidelines. The Successful Vendor must meet all applicable regulations and guidelines (i.e., federal, state, county, city, Joint Commission on Accreditation of Health Care Organizations [JCAHCO]), relative to the service provided, if applicable.

A Successful Vendors inability to comply with all applicable guidelines will result in automatic disqualification from consideration.

The Vendor 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.

Section 5

5. Technical Proposal Requirements

Technical Proposal. (Scoring Total Weight – 80 points)

Each bidder must submit **five** original copies of a complete and comprehensive Technical Proposal. The Technical Proposal must be packaged separately from the Business Proposal.

The Technical Proposal, at a minimum, must contain the following sections and be organized as specified.

Part A. Organizational Summary. (Scoring Weight – 0 Points – mandatory for all bidders)

- (a) Provide a brief description of the Vendor, including name and address.
- (b) List the name, title and responsibilities of all officers who are authorized to negotiate a contract with OASAS.
- (c) List the name(s) of the employee(s) who shall be responsible for the contract, job title(s) and function in the company, and the number of years' service with the Vendor's firm.
- (d) State that you the Vendor will assume full responsibility for the performance under the resultant contract.
- (e) Describe the current status of all litigation, if any, in which the Vendor is presently involved and how such litigation may possibly impair the Vendor's ability to perform under the proposed contract.

Part B. Narrative Work Plan. (Total Scoring Weight for Part B – 55 points)

Each proposal must contain a work plan which provides a detailed description of how the Vendor plans to deliver each service requirement as expressed in *Section 2 – Scope of Project*. The work plan must include a narrative description, which reasonably identifies the key tasks, activities and time frames necessary to fulfill the proposal's requirements. It must demonstrate the Vendor's ability to comply with or exceed the project's major milestones as presented in *Section 2 – Scope of Project*. Brief biographical sketches, demonstrating the capability of the Vendor, through its employees and/or sub-contractors, to meet the requirements of Section 2, must be included in Part E, Appendix to Technical Proposal. The proposal must identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the bid and may disqualify the Vendor. The Narrative Work Plan must include the sections detailed below.

In each sub-part of the Narrative Work Plan the vendor should provide sufficient detail to demonstrate all of the following (wherever appropriate):

- **Understanding of the volume and complexity of the work to be done;**
- **Previous experience in doing this type of work;**
- **Identification of staffing and other resources required to accomplish the work including the type of skills needed; (More detailed information is required in Part D.)**
- **Identification of key staff and/or subcontractors (including consultants) responsible for the work; (Include biographical sketches for key staff and subcontractors in Part E, Appendix to the Technical Proposal.)**

- **Ability to marshal the required staffing, consultation or other resources needed, including whether the resources are already available or must be obtained;**
- **A plan to get the work done within the required time frames.**

Supporting material may be included in Part E, Appendix to Technical Proposal, and referenced in other parts of the technical proposal.

Part B.1 -- Overview (3 points)

Provide a brief overview of the project as a whole demonstrating

- an understanding of OASAS' purpose in conducting the Youth Development Survey,
- how the Vendor can assist OASAS through this project (based on knowledge and experience), and
- an understanding of the scope of the effort required.

Part B.2 -- Instrument Development and Printing of Survey Forms (5 points)

- Describe how the Vendor will work with OASAS in developing the survey form. Include in the Appendix (Part E) a sample of a scannable survey form used by the vendor in a previous statewide study.
- Describe how the Spanish version of the survey form will be developed.
- Which printing contractor(s) will be used?
- How will the form printing process be managed?

Part B.3 -- Sample Design and Recruitment (5 points)

- Describe how the school district and school liaisons will be contacted to confirm participation in the survey and how participation will be documented.
- Describe how the Vendor will work with school districts to select schools for inclusion in the survey.
- Describe how the Vendor will select classes within grades for inclusion in the survey.
- Describe how numeric codes will be assigned to schools and how classes will be enumerated.
- Describe how a list of school districts, schools and classes will be maintained.

Part B.4 -- Survey Administration (5 points)

- Describe how the Survey Administration Plan will be developed.
- Describe the form control system to be employed.
- Describe the preparations for the survey administration that will be made.
- Describe how consents will be obtained.
- Describe how confidentiality will be assured.

Part B.5 -- Data Entry or Scanning (5 points)

- Describe the technology that will be employed for data entry.
- Describe the procedures used to resolve ambiguous response markings.
- Provide in the Appendix (Part E) a copy of a survey form designed for scanning that was used by the vendor in previous studies.

Part B.6 -- Data Analysis (5 points)

- (a) Describe procedures for “cleaning” data.
- (b) Describe how risk and protective factors and problem behavior scales will be constructed.
- (c) Describe how response rates will be calculated.
- (d) Describe how data will be weighted to produce unbiased state and county-level estimates and how criteria will be constructed to determine whether each county’s sample is adequate to produce reliable estimates and reports.
- (e) Describe how data will be weighted to produce unbiased school district-level estimates.
- (f) Describe how the vendor proposes to construct risk and protective factor and problem behavior scales, including the specification of cut-points for computing percentages of students at high risk.
- (g) Describe how norms will be developed to support interpretation of data.
- (h) Describe the types of analyses that will be provided statewide, at the county level and for school districts or schools.
- (i) Describe how reliability estimates will be developed.

Part B.7 -- Production of a State, County and School Reports (5 points)

- (a) Describe in detail the content of the reports that will be provided at the state, county and school district or school levels.
- (b) Include in the Appendix (Part E) a sample report from a large scale statewide survey conducted by the vendor. (Limit material to 12 pages showing statistical data.)

Part B.8 -- Production and Acceptance of OASAS Data File (5 points)

- (a) Describe the data files and documentation that will be provided to OASAS.
- (b) Include in the Appendix (Part E) a sample of documentation (not to exceed 12 pages) provided to previous client (if available).

Part B.9 -- Maintenance and Use of Data and Paper Survey Forms (5 points)

- (a) Describe arrangement for securing and storing paper forms for the required period.
- (b) Describe procedure of maintaining data files for the minimum period required.
- (c) Describe potential uses that the Vendor may make of the data collected in the survey.

Part B.10 -- Timeframe for Conduct of the Survey (5 points)

- (a) Provide a time line with milestones for activities and deliverables required under the Scope of Project (Section 2). The time line does not need to include staff assignments or allocations which are addressed in other sub-parts.

Part B.11 -- Minimum and Maximum Survey Participation and Sample Size (5 points)

- (a) Discuss issues and strategies related to the scale of the effort.
- (b) Will strategies differ for the minimum versus maximum survey participation?

Part B.12 -- Participation by School Districts and Schools Not Sampled by OASAS (2 points)

- (b) Describe procedures for accepting requests from potential customers who wish to participate in the survey but were not included in the OASAS sample.

Part C. Vendor Qualifications. (Scoring Weight – 13 points)

- (a) Experience – Describe experience in conducting school surveys of risk and protective factors, substance use and problem behaviors, including questionnaire development, sample design, analysis of risk and protective factors and problem behaviors, statistical analysis of large samples and technical report writing. Describe the extent to which the organization capacity for performing the work has been sustained over the past 5 years. List school survey customers over the past 5 years and identify on the list whether the projects were statewide and/or conducted in New York State as well as the number of school districts participating in each survey.
- (b) Performance – Provide three specific references who may be contacted to assist in judging past Vendor performance. Each reference should include the name, business address and current telephone number of an individual who is qualified to judge the Vendor’s past or current work. **Provide full reference information here as well as in Exhibit 3.**

Part D. Project Management. (Scoring Weight – 12 points)

- (a) Organization of Project – Provide a functional organizational chart for the project representing how the project will be managed.
- (b) Projector Direction – Identify the manager responsible for the project and all key staff, consultants and subcontractors.
- (c) Qualifications of Project Staff – Describe the qualifications of key staff, retained consultants and subcontractors and the role they will play in this project. Provide biographical sketches for all key staff and consultants in the Appendix (Part E).
- (d) Quality Control – Describe how the organization assures the quality of major projects, including monitoring progress and identifying and addressing issues and problems as they arise.
- (e) Communications with OASAS – Propose procedures and methods for coordinating effort with OASAS, reviewing progress, and identifying and resolving issues and problems.

Part E. Appendix to Technical Proposal (scoring weight – 0 points)

The Appendix to the Technical Proposal is an integral part of the Technical Proposal, i.e., Part E. The first page of Part E should be titled “Part E – Appendix to Technical Proposal.” The first page of this Appendix should include only the Table of Contents for the appendix, indexing all appendix materials referenced within Parts A through D. Contents of the Appendix include, but are not limited to: biographical sketches, a sample of a scannable form from a previous survey conducted by the vendor, a sample of a report produced by the vendor from a statewide survey.

No points are assigned to Part E. The Appendix supports the other parts of the proposal and will not be separately evaluated and scored. However, materials in the appendix are critical to evaluation of the other parts and the Appendix includes material that is “mandatory” for the proposal to be reviewed.

Section 6

6. Business Proposal Requirements

Business Proposal. (Scoring Weight - 20 points)

Each Vendor must submit **five** original copies of a complete business proposal that identifies the overall cost of the project. The vendor must submit the business proposal in the format specified for *Exhibit 1 – Project Costs*. When submitted, the Business Proposal must be packaged separately from the Technical Proposal.

Some of the expected costs of conducting the YDS will vary depending on the size of the survey. Specifically costs are likely to vary based on:

- The number of survey forms to be printed,
- The number of school districts or individual schools participating in the survey, and
- The number of reports to be produced for counties and school districts.

Other costs can be expected to be relatively fixed, for instance form design, protocol development, report design, data analysis, and production of data files.

OASAS is in the process of contacting school district superintendants to secure participation of school districts based on its sample design. It is not possible at this time to precisely estimate the size of the survey. However, OASAS has determined minimum and maximum survey size estimates to enable potential bidders to develop proposals. (See Exhibit 1.)

Bidders must propose a price for the minimum survey size and another price for the maximum survey size. The negotiated contract will guarantee a minimum award amount based on the minimum survey size estimated regardless of the actual realized survey size. Proposals will be evaluated based on the average of the price for the minimum survey size and the price for the maximum survey size.

Section 7

7. Evaluation of Proposals

7.1 Evaluation Process.

OASAS will evaluate each proposal submitted in a fair, objective and comprehensive manner. Through a “best value” process, OASAS will identify the Vendor that best meets the proposal needs in both a programmatic and cost-effective manner. The evaluation team will:

- Review each proposal for completeness, discontinuing the evaluation of incomplete proposals.
- Evaluate each complete proposal against the general evaluation and proposal-specific criteria and apply the predetermined weighting factors.

7.2 Evaluation Objectives.

The objectives of the evaluation conducted by OASAS are intended to ensure that:

- The proposal selected represents the best value for New York State.
- The Vendor selected has the technical experience and management capability necessary to successfully fulfill the Scope of Project, as defined in Section 2 of this RFP.

7.3 Evaluation Procedure.

The Technical and Business Proposals will be evaluated separately. The evaluation team will initiate the process by conducting a pass/fail review of all mandatory requirements as defined below. Those proposals submitted which “pass” this initial review will then undergo a Technical Evaluation, as performed by the evaluation team. Proposals that do not pass the mandatory review phase will be removed from the evaluation process without any further consideration. (Note: OASAS reserves the right to eliminate any mandatory requirement that cannot be met by all Vendors.) The evaluation criteria will be based upon the RFP requirements and will include the following components:

A. **Mandatory Requirements and Completeness Review.** 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 as incomplete shall be removed from further consideration. In order to pass the completeness review, a proposal must meet the mandatory requirements and include essential content as follows:

1. The proposal must be received by the due date and time.
2. The proposal must include a formal *Cover Letter*, on Vendor’s letterhead, containing all information and all attachments specified in *Section 4, Proposal Requirements*.
3. The proposal must include the Technical Proposal with all required parts described in *Section 5, Technical Proposal Requirements*, and specifically:
 - (a) In Part A, the name(s) of the employee(s) who shall be responsible for the contract, their function in the company, title, and number of years’ service with the Vendor’s firm, as well as all other information requirements for Part A of the Technical Proposal;
 - (b) in Part C,

- i. a list of previous statewide survey customers that demonstrates experience in conducting statewide surveys involving numerous school districts;
- ii. a description that demonstrates the vendor has maintained the organizational capacity to conduct school surveys involving assessment of risk and protective factors for at least the past 5 years;
- iii. a list of three references with contact information including name, business address and telephone number;

(c) in Part E,

- i. biographical sketches for all key staff and consultants.
- ii. a sample of a scannable survey form used by the vendor in a previous study;
- iii. a sample of a report produced by the vendor from a statewide survey;

4. The Vendor has submitted the Business Proposal including Exhibit 1 – Project Cost.

B. Technical Proposal Evaluation. (Total scoring weight – 80 points)

Part A – Organizational Summary (Scoring weight – 0 points)

All information listed in Section 5 for Part A is required.

Part B – Narrative Work Plan. (Scoring weight – 55 points)

Each sub-part of the Narrative Work Plan will be rated based on whether the vendor demonstrated all of the following (wherever appropriate):

- Understanding of the volume and complexity of the work to be done;
- Previous experience in doing this type of work;
- Identification of staffing and other resources required to accomplish the work including the type of skills needed; (More detailed information is required in Part D.)
- Identification of key staff and/or subcontractors (including consultants) responsible for the work; (Include biographical sketches for key staff and subcontractors in Part E, Appendix to the Technical Proposal.)
- Ability to marshal the required staffing, consultation or other resources needed, including whether the resources are already available or must be obtained;
- A plan to get the work done within the required time frames.

The Narrative Work Plan consists of the following parts which are scored as follows:

Part B.1 -- Overview (3 points)

Part B.2 -- Instrument Development and Printing of Survey Forms (5 points)

Part B.3 -- Sample Design and Recruitment (5 points)

Part B.4 -- Survey Administration (5 points)

Part B.5 -- Data Entry or Scanning (5 points)

Part B.6 -- Data Analysis (5 points)

Part B.7 -- Production of a State, County and School Reports (5 points)

Part B.8 -- Production and Acceptance of OASAS Data File (5 points)

Part B.9 -- Maintenance and Use of Data and Paper Survey Forms (5 points)

Part B.10 -- Timeframe for Conduct of the Survey (5 points)

Part B.11 -- Minimum and Maximum Survey Participation and Sample Size (5 points)

Part B.12 -- Participation by School Districts and Schools Not Sampled by OASAS (2 points)

Part C – Vendor’s Qualifications. (Scoring weight – 13 points)

The Evaluation Team will assess:

- The level of relevant organizational experience, especially regarding large scale, statewide school surveys;
- Demonstrated experience in all aspects of the Scope of Project;
- Prior performance as determined from references.

Note: *OASAS reserves the right to investigate all references and prior clients/ customers referred to in submitted proposals.*

Part D – Project Management (Scoring weight – 12 points)

The Evaluation Team will assess:

- Adequacy of the project’s proposed management structure for the conduct of a large scale school survey;
- Adequacy of quality control procedures proposed;
- Adequacy of the qualifications of staff assigned to various components of the project;
- Adequacy of the proposed methods for communicating and coordinating effort with OASAS.

E. Business Proposal Evaluation. (Total scoring weight – 20 points)

A score will be assigned to the Business Proposal based on the “average of bids for minimum and maximum survey” specified in Exhibit 1.

F. Scoring.

Following the completion of the Technical Proposal and Business Proposal Evaluation processes, a composite score will be assigned to each submission. The composite score will be comprised of a technical score, weighted at 80 percent, and a cost score, weighted at 20 percent.

Section 8

8. Award of Contract

- 8.1 A contract will be awarded to one vendor who will best meet the needs and will be cost-effective in providing the services described in *Section 2 – Scope of Project*.
- 8.2 The awards will be made in the best interest of the State. Bids will be evaluated on the basis of best value offered to OASAS. OASAS reserves the right not to award a contract.
- 8.3 OASAS, as it deems appropriate, may award all or parts of the proposed Scope of Project. The contract shall be awarded on the basis of best value for responsive and responsible Bidders for all of the work specified herein to the State.
- 8.4 To be awarded, Bidders shall also meet all terms and conditions as set forth in this Request for Proposals.
- 8.5 Public announcements or news releases pertaining to this bid or contract shall not be made public without prior approval from OASAS.
- 8.6 The Bid shall be submitted with the understanding that only the acceptance in writing by the Associate Commissioner, Division of Fiscal Administration or a designated duly authorized representative with the approval of the Attorney General, the Office of the State Comptroller and, when appropriate, the Division of the Budget, shall constitute a contract between the Successful Bidder and the State of New York.
- 8.7 Unsuccessful Bidders will be notified by a letter of the conditional award and possibility that a failure to obtain a fully executed contract could result in an alternative award. Debriefings will also be offered, although the discussion will be limited to only the evaluation results as they apply to the bid of the Bidder receiving the debriefing.
- 8.8 All provisions of this Request for Proposals and resulting contract award are contingent upon the availability of New York State funds.

Section 9

9. **General Terms and Requirements**

- 9.1 **Term of the Contract.** The contract will be awarded for a one-year period.

Should the contract resulting from this Request for Proposal require an amendment, written justification provided by the Successful Bidder is subject to negotiation and approval by OASAS and the Office of the State Comptroller.

- 9.2 **Bidder Covenant.** In submitting a bid, the Bidders covenant that the Bidders 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.

- 9.3 **Contact With Employees.** Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts 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 on the first page of 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 Offerer/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 Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the following web address:
<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

From the issuing date of this Request for Proposals until a determination is made regarding the selection of the Successful Bidders, all Bidders contact with OASAS and relative to this procurement must be authorized by OASAS and Bidders may not approach OASAS' personnel with offers of employment from the issuing date of this Request for Proposals 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.

- 9.4 **Confidentiality and Nondisclosure.** Bidders acknowledges that all information and/or documentation pertaining to OASAS and when applicable, its claimants or its constituents, is confidential to the extent provided by law and may not be used for any purpose other than for this Request for Proposal. Any other use of or release to any party or parties of OASAS confidential information/documentation without the prior written consent of OASAS shall constitute a breach of this admitted confidentiality and may result in the disqualification of the Bidders from this procurement or other sanctions as determined by OASAS.

Section 10

10. Administrative

The purpose of this section is to describe the bid submission process. This Request for Proposal is a solicitation to bid, *not* an offer of contract. Bidders must submit a complete response to this Request for Proposal using the format and forms specified in this Request for Proposal.

- 10.1 **Issuing Office.** This Request for Proposal is issued by OASAS which is responsible for the requirements specified herein and for evaluating all bids submitted.
- 10.2 **Notification of Interest.** Bidders need not notify OASAS of the Bidder's interest prior to bid submission. Any changes and addenda to this Request for Proposal will be sent to the mailing address of each Bidder that has received or requested a copy of this Request for Proposal.
- 10.3 **Bid Clarification.** Bidders may be required to provide written clarification of portions of their bids. Written clarification will be considered in the evaluation process.
- 10.4 **Liability for Bid Preparation Expense.** The State is not liable for any costs incurred by Bidders in the preparation and production of a bid or for any work performed prior to the execution of a formal contract.
- 10.5 **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 letter.
- 10.6 **Approval.** OASAS expects to have direct access to the Successful Bidder's personnel who have full authority to make commitments on behalf of the Bidder.
- 10.7 **Contract.** If an award(s) is made pursuant to this Request for Proposal, a contract containing terms and conditions will be provided to the Successful Bidder based on this Request for Proposal and the successful Bid. The Contract will include, but not be limited to standard clauses for all New York State contracts, the Request for Proposal, the Bid received and appendices, exhibits and any other attachments.

Section 11

11. Payment Information

- 11.1 Submission of Invoices.** Payments by the State shall be made at intervals upon the completion of the services herein provided for to the satisfaction of OASAS as outlined in *Exhibit 1 – Project Cost*.

Invoices shall be submitted to OASAS' Bureau of Financial Management for verification, approval and payment. Invoices shall be submitted to:

New York State Office of Alcoholism and Substance Abuse Services
Bureau of Financial and Emergency Management
1450 Western Avenue, 4th floor
Albany NY 12203

- 11.2 Voucher Preparation.** This voucher or invoice will contain the Contract ID Number (.i.e: C00XXXX) and the location where services were performed.

Section 12

12. Contract Information

- 12.1 **Period of Contract Award.** It is the intention of OASAS to enter into a contract for a one-year period from **July 1, 2008 through June 30, 2009**, following approval by the Attorney General and the Office of the State Comptroller. The effective date of the contract resulting from this Request for Proposal is subject to revision at the sole discretion of the State of New York.
- 12.2 **Funding.** Delay in authorization of funds for the services being solicited herein may result in a change in the effective date of the contract.

Section 13

13. Termination

13.1 The State and the Bidder agrees and stipulates that OASAS shall have the sole right, in its discretion, at any time to terminate a resulting contract, or any unit reporting thereof with cause, by giving written Notice of Termination to the Applicant, and that such Notice of Termination shall in no event constitute or be deemed a breach of this Agreement and no liability shall be incurred by or arise against the State, its agents and employees therefrom.

13.2 The State shall have the right to terminate the contract early for:

- A. unavailability of funds;
- B. cause; or
- C. convenience.

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

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

OASAS requires the Contractor to formally communicate to OASAS any changes in Contractor's responsibility disclosure and failure to accurately disclose any changes provides OASAS with the right to terminate for cause.

13.4 Violation of Procurement Lobbying Restrictions: OASAS reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OASAS may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract.

13.5 Non-responsibility Determinations. By signing this Request for Proposals, the offerer certifies that all information provided as a result of this IFB 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.

Exhibit 1

Project Cost

Some of the expected costs of conducting the YDS will vary depending on the size of the survey. Specifically costs are likely to vary based on: the number of survey forms to be printed; the number of school districts or individual schools participating in the survey; and the number of reports to be produced for counties and school districts. Other costs can be expected to be relatively fixed, for instance form design, protocol development, report design, data analysis, and production of data files.

OASAS is in the process of contacting school district superintendants to secure participation of school districts based on its sample design. It is not possible at this time to precisely estimate the size of the survey. However, OASAS has determined minimum and maximum survey sizes to enable potential bidders to develop proposals. Bidders must propose a price for the minimum survey size and another price for the maximum survey size. The negotiated contract will guarantee a minimum award amount based on the minimum survey size expected regardless of the actual realized survey size. Proposals will be evaluated based on the average of the price for the minimum survey size and the price for the maximum survey size.

Bids for Estimated Minimum and Maximum Size of the Youth Development Survey

	Minimum		Maximum	
	Size	Price	Size	Price
Variable Cost Factors				
Survey Forms Needed				
Students participating	75,000	\$	225,000	\$
Questionnaires required (English)	100,000		300,000	
Questionnaires required (Spanish)	3,000		9,000	
School Districts and Schools Participating				
Public school districts participating	100	\$	225	\$
Public schools participating	250		560	
Diocesan school districts participating	4		8	
Diocesan schools participating	70		145	
Other non-public schools participating	15		30	
Profile Reports to be produced				
County-level reports	30	\$	60	\$
Public school district reports	100		225	
Diocesan school districts reports	4		16	
Other non-public school reports	15		30	
Fixed Cost Factors				
All Fixed Cost Factors	\$			
Bids for Minimum and Maximum Survey		\$		\$
Average of Bids for Minimum and Maximum Survey	\$			

Vendor Name _____

Exhibit 2

Cover Letter Addendum

Compliance Statements

Bidders must indicate below compliance with each of the requirements listed. For each requirement, check either Complies, Partially Complies, or Does Not Comply. If the response to an item is Partially Complies or Does Not Comply, an explanation must be provided. If more room is needed for the explanation, attach additional sheets directly behind this page.

Requirement	Complies	Partially Complies	Does Not Comply	Explanation
Applicant will comply with Standard Clauses for All New York State Contracts, Appendix A.				
Applicant will comply with General Compliance with Civil Service/EEO/MWBE and Affirmative Action Requirements, Appendices B and C.				
Applicant will comply with MacBride Fair Employment Principles, Appendix D.				
Applicant will comply with Affidavit of Non-Collusion, Appendix E.				
Applicant will comply with all applicable New York State Labor Laws.				
Applicant will comply with all applicable Federal, State and local laws, codes, rules and regulations.				
If awarded the contract, Applicant will comply with all requirements set forth in this RFP, including the contract terms and conditions contained in it, except as may be hereinafter modified and accepted by OASAS.				
Proposal is firm and irrevocable for 180 days after submission deadline.				

Appendix A

Standard Clauses for NYS Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this Contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State’s written consent are null and void. The Contractor may, however, assign its right to receive payment without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor’s behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 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 Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

Revised June 2006

Appendix B

Minority and Women-Owned Business Enterprises

I. DEFINITIONS. The following terms shall be defined in accordance with Section 312 of the Executive Law:

STATE CONTRACT herein referred to as “**State Contract**”, shall mean (i) a written agreement or purchase order instrument providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project. For purposes of this agreement, the term "services" shall not include banking relationships, the issuance of insurance policies and contracts, or contracts with a contracting agency for the sale of bonds, notes or other securities.

SUBCONTRACT herein referred to as “**Subcontract**”, shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to “**WBE**”, shall mean a business enterprise, including a sole proprietorship, partnership, or corporation that is: (a) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this State and independently owned and operated.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as “**MBE**”, shall mean a business enterprise, including a sole proprietorship, partnership, or corporation that is: (a) at least fifty-one percent owned by one or more minority group members; (b) an enterprise in which such minority ownership interest is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this State and independently owned and operated.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or Pacific Islands.

CERTIFIED BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

II. TERMS. The parties of the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "contractor" herein refers to any party other than the Office of Alcoholism and Substance Abuse Services [OASAS]):

1. As a pre-condition for the award of any State Contract, Contractor agrees to submit an Equal Employment Opportunity (EEO) Policy Statement which conforms to the following provisions:

(a) Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs

of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and raises of pay or other forms of compensation.

(b) At the request of OASAS, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Contractor's obligations therein.

(c) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) Contractor will include the provisions of "a", "b", "c", above, in every Subcontract over \$25,000.00.

2. Contractor shall indicate whether it is able to separate out from its entire work force that portion of its work force which will be utilized in the performance of this State Contract.

3. For State Contracts which provide labor, services, supplies, equipment or materials, as defined above, contractor must provide a Staffing Plan of the anticipated work force to be utilized on the State Contract broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency (OASAS) may specify.

4. For contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

5. If contractor fails to provide a Staffing Plan, or in the alternative, a description of its entire work force, OASAS may reject contractor's bid, unless contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

6. After the State Contract has been awarded, contractor shall provide a Utilization Report which breaks down and describes contractor's and every subcontractor's work force by specified ethnic background, gender, and Federal Occupational Categories. The prime contractor shall be responsible for collecting reports from its subcontractors and providing such reports to OASAS. For State Contracts for construction, the Utilization Report shall be completed using the number of hours worked for each relevant job title within the Federal Occupational Categories. During the term of State Contract construction contractors must provide a Utilization Report on a monthly basis; contractors providing labor, services, supplies, equipment or materials, who are unable to separate out their work force must provide Utilization reports on a semi-annual basis; all other contractors must provide Utilization Reports every three months.

7. Contractor shall provide OASAS reports of its compliance with the terms of Article 15-A of the Executive Law as may be required by OASAS.

8. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN, OASAS shall determine whether contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether contractor established and maintain a current list of recruitment sources for minority group members and women, and whether contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether contractor has attempted to provide information concerning its EEO policy to subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the prime contractor.

9. **PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Based upon an analysis of the following factors, OASAS shall determine whether contractor has made conscientious and active efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for subcontracts from qualified MWBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its efforts, including names and addresses of firms contacted, and the reasons why any such firm was not selected to participate on the project.

(b) Whether contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether contractor has utilized the services of organizations which provide technical assistance in connection with MWBE participation.

(d) Whether prime contractor has structured its subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether contractor has encouraged the formation of joint ventures, partnership, or other similar arrangements among subcontractors.

(f) Whether contractor has made progress payments promptly to its subcontractors.

(g) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the prime contractor.

It shall be the responsibility of prime contractor to ensure compliance by every subcontractor with these provisions.

10. GOALS.

(a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by contractor must be substantially uniform during the entire term of this State Contract. In addition, contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) **GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION.** For all State Contracts in excess of \$100,000.00 whereby OASAS is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and

improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of two-percent (2%) for Certified Minority-Owned Business Enterprises and three-percent (3%) for Certified Women-Owned Business Enterprises.

11. ENFORCEMENT. OASAS will be responsible for enforcement of each contractor's compliance with these provisions. Contractor, and each subcontractor, shall permit OASAS access to its books, records and accounts for the purpose of investigating and determine whether contractor or subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If OASAS determines that a contractor or subcontractor may not be in compliance with these provisions, OASAS may make every reasonable effort to resolve the issue and assist the contractor or subcontractor in its efforts to comply with these provisions. If OASAS is unable to resolve the issue of noncompliance, OASAS may file a complaint with the Division of Minority and Women's Business Development (DMWBD).

Appendix C

Minority and Women Owned Business Utilization Report

OASAS CUNYAL 1
 OASAS TELEPHONE NO. ())

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES
UTILIZATION PLAN
- MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM -
 NOTE: This Plan is required pursuant to Executive Law.

ATTACHMENT 6

CONTRACTOR NAME AND ADDRESS	Subcontractor/Supplier Name and Address	Subcontractor/Supplier Taxpayer/Federal ID No.	Check One	DATE SUBMITTED			PROJECT DESCRIPTION, LOCATION	\$ Value of Contract	
				MBE (Check)	WBE (Check)	Certified (Check)			CONTRACT NUMBER
			CONTRACTOR STATUS (Check Appropriate Box) <input type="checkbox"/> Supplier <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor			GOALS MBE _____ % WBE _____ %			
			TOTAL CONTRACT VALUE CONTRACT VALUE						
			<input type="checkbox"/> Sub <input type="checkbox"/> Supplier	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Sub <input type="checkbox"/> Supplier	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
			<input type="checkbox"/> Sub <input type="checkbox"/> Supplier	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
			(a) Total Contract Value: \$ _____ % of Total 100 %						
			(b) Total Subcontracts for Commodities and Services Assigned to MBEs: \$ _____ %						
			(c) Total Subcontracts for Commodities and Services Assigned to WBEs: \$ _____ %						
			(d) Subcontracts for Commodities and Services Unassigned: \$ _____ %						
CONTRACTOR'S STATEMENT: My Firm proposes to use the MVBES listed above.				Name of Contractor (Print or Type) _____				Telephone () _____ Date _____	
SIGNATURE: _____				AFFIRMATIVE ACTION OFFICER (If Applicable)				FOR OASAS USE ONLY M/WBE Certified: _____ Not Certified: _____ Reviewed By: _____ Date _____	

FMS-22 (5/93) Replaces MWBE-2 SS (01/91)

Appendix D

Nondiscrimination in Employment in Northern Ireland

MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable)

- (1) has business operations in Northern Ireland

Yes _____ No _____

If Yes,

- (2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ No _____

Signature

Date

Appendix E

Non-Collusive Bidding Certification Required By Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will 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.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, _____ as the act and deed of said corporation or partnership.

IF BIDDER(S) IS (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS/PRINCIPALS	LEGAL RESIDENCE

IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL ADDRESS/RESIDENCE
Corporate Name	
President	
Secretary	
Treasurer	
Corporate Name	
President	
Secretary	
Treasurer	

IDENTIFYING DATA

Potential Contractor

Title:

Street Address

City, State and Zip Code

Telephone _____ Fax _____

If applicable, Responsible Corporate Officer

Name Title

Signature Date

Joint or combined bids by companies or firms must be certified on behalf of each participant.

_____ Legal name of person, firm or corporation	_____ Legal name of person, firm or corporation
By _____ Name	By _____ Name
_____ Title	_____ Title
_____ Street Address	_____ Street Address
_____ City, State, Zip Code	_____ City, State, Zip Code

