



**Office of Alcoholism and  
Substance Abuse Services**

**Request for Proposals  
for the  
State of New York  
Office of Alcoholism and Substance Abuse  
Services (NYS OASAS)  
Prevention Reporting System (PRS)**

**RFP # 15003PRS**  
December 11, 2015

[www.oasas.ny.gov](http://www.oasas.ny.gov)

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## Acronyms

<b>TERM</b>	<b>DEFINITION</b>
AOD	Alcohol and Other Drug
CSAP	Center for Substance Abuse Prevention
IOM	Institute of Medicine
NYS ITS	NYS Office of Information Technology Services
LGU	Local Government Units
NOMs	National Outcome Measures
NYS OASAS	NYS Office of Alcoholism and Substance Abuse Service
PRS	Prevention Reporting System
RFP	Request for Proposals
SAMHSA	Substance Abuse and Mental Health Services Administration
SAPT BG	SAMHSA Substance Abuse Prevention and Treatment Block Grant

## Glossary of Technology Terms

<b>TERM</b>	<b>DEFINITION</b>
Application Management	Application Management provides a wide variety of application services, processes and methodologies for maintaining, enhancing and managing custom applications, packaged software applications or network-delivered applications.
Configuration	Configuration means any change, enhancement, etc. to the Software not requiring source code changes completed by the supplier to provide the specified functionality.
Customization	Customization means any change, enhancement, etc. to the Software requiring source code changes completed by the supplier to provide the specified functionality.
Designated Contact:	A person or persons appointed by the NYS OASAS to act on behalf of the procuring agency for purposes of compliance with NEW YORK STATE LOBBYING ACT ( <a href="http://www.jcope.ny.gov/law/lob/lobbying2.html">http://www.jcope.ny.gov/law/lob/lobbying2.html</a> )
Operations Services	Operations Services is handling of the transfer of all or part of the day-to-day system management for the solution. Services may include systems operation or support, administration, security, performance monitoring, technical diagnostics/troubleshooting, configuration management, system repair management, and generation of management reports. Also included are services to manage and implement business continuation processes and the management of technology assets.
Software	Software means proposed Software marketed by the supplier that meets or exceeds all of the requirements specified in the RFP without Customization.
Software Development	Software development means project management, specifications, design, programming, testing, installation and training associated with a specific application development project of any size.
Solution	Solution means proposed Software marketed by the supplier plus Configuration and/or Customization that will meet or exceed all of the requirements specified in the RFP.
Supplier	Supplier means an entity that: (a) uses components from one or more sources to assemble the Software that it sells under its brand or name.

TERM	DEFINITION
	(b) has a third party, on its behalf, use components from one or more sources to assemble the Software that it sells under its brand or name. (c) develops the Software.
User	User means any person making use of the Software (or Solution if Customization and/or Configuration is acceptable).

# SECTION 1. OVERVIEW

## 1.1 Purpose

The New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) is the single state agency responsible for leading, administering, and coordinating the State of New York's alcohol and drug abuse prevention, treatment, and recovery services. NYS OASAS is also the state agency responsible for interagency coordination of these services. In addition to administering alcohol and other drug (AOD) services, NYS OASAS has oversight for programs, administrative systems, and the infrastructure connecting these components to help achieve its vision and mission. Please visit the agency's web site ([www.oasas.ny.gov](http://www.oasas.ny.gov)) for further information.

NYS OASAS is soliciting competitive proposals to provide required prevention data services. This will include development and operation of a planning and performance data reporting system to support the prevention service providers, managers and funders in achieving the NYS and federal Substance Abuse and Mental Health Services Administration (SAMHSA) prevention goals of reducing the prevalence of substance abuse and its consequences in the NYS population. The prevention data system previously in place was intended to support a prevention provider annual workplan development and approval process, data collection, and standard and ad-hoc reporting to, among other things, manage required federal and state services delivered with federal Substance Abuse Prevention and Treatment Block Grant (SABG) funds and NYS local assistance funds. The workplan development process was meant to operationalize a planning logic model with needs assessment methods, risk and protective factor results, target population identification and individual service selection including ten (10) service approach categories. More details about the prevention data system are available in Section 1.2 below. An interim data collection and reporting system is currently in use.

The purpose of this RFP is to obtain proposals from vendors to provide NYS OASAS with the next generation of information technology services (designated hereafter as "Prevention Reporting System" or "PRS" in this RFP) to meet the prevention planning and activity data reporting needs of NYS OASAS for the next ten years. This service must [1] support the development and approval of annual provider service workplans that inform the agency's provider contracting process, [2] collect and report data that conform to the SAMHSA Center for Substance Abuse Prevention (CSAP) Substance Abuse Prevention and Treatment Block Grant reporting requirements, including the National Outcome Measures (NOMS), and [3] meet additional NYS activity data reporting requirements.

NYS OASAS intends to award a multi-year contract to the responsive and responsible vendor whose proposal most closely meets the requirements of this RFP, and is considered the best overall value for the agency. The funding for each year shall cover software development, operations services, configuration, customization, maintenance, hosting, improvements, system issue fixes, knowledge transfer, and user training at NYS OASAS's discretion. Funding is contingent upon the availability of funds, successful completion of previous years' objectives, and a demonstrated need to continue providing a prevention data system as determined by NYS OASAS.

The vendor is expected to submit a proposal that describes its existing prevention data collection service (or most-similar extant operational service) and include: 1) a plan to modify its service to meet NYS OASAS's needs, 2) a detailed summary of the work it will perform to set up and manage the service, and 3) the schedule it will follow to meet the requirements specified in this RFP.

### **The NYS Office of Information Technology Services (NYS ITS)**

NYS ITS was established in November 2012 to provide centralized IT services to NYS and its governmental entities, with the awareness that NYS residents are reliant on those services. NYS ITS sets technology policy for all state government agencies and monitors all large technology expenditures, seeking

efficiencies, lower costs, and innovative solutions. For this project, NYS ITS will work collaboratively with NYS OASAS and the selected contractor on the technology solution. The NYS ITS staff will provide oversight for information technology security policies, project management reporting, and technical architecture.

## **1.2 NYS OASAS Prevention Services System Overview**

### **System Scope and Users**

NYS OASAS administers local assistance funding for prevention services in 57 counties and one New York City substance abuse Local Government Unit (LGU) comprising the City's five boroughs. The LGUs plan and approve contracts with non-profit, educational and local government organizations that deliver prevention services. NYS OASAS has approved seven categories of prevention service approaches that providers select based on community needs assessments. In Prevention Planning Year 2014-15, 180 provider organizations reported services delivered through 360 Program Reporting Units (PRUs). Approximately 85 of the contracts are direct between NYS OASAS and the provider and not funded through the county LGUs. The total number of providers reporting services can fluctuate throughout the year depending on local needs; however, the number of new providers added during a contract year has been less than 5% for the past eight years.

1. NYS OASAS Central Office System Management (1)
2. NYS OASAS Regional Offices - Contractual Program Managers (11)
3. County (57) and NYC (1) Local Government Units (LGUs)
4. Prevention Providers (180)
5. Provider Program Reporting Units (PRUs) (360)

### **Previous Data System Overview**

NYS OASAS contracted from 2006-2014 for the maintenance and hosting of data system to support its provider annual planning, activity data collection and results reporting functions for prevention services funded through combined federal block grant, NYS local assistance and other local revenue funding. This data system included a planning model with provider risk and protective factor needs assessment and goal setting, service planning, service delivery reporting and evaluation of providers' planned services completion.

By design, the required annual workplan was integrated with the data collection function so that: [1] workplan approval by county LGUs and NYS OASAS Program Managers was required prior to data collection, [2] data entry screens were initialized and formatted based on the workplan data, and [3] major revisions to planned services could be approved by county and state reviewers during the year. While this design met funders' need for approval of service plans, the complex interrelationships between workplan and data collection resulted in a number of insurmountable database architectural flaws. The system was intended to support the following functions (these are not functional requirements but an overview of the intended functionality to provide context; see Attachment 3A – User Stories - for system requirements):

#### **1. Annual Workplan Development**

- a. Used to support annual contracting process
- b. Used to initialize and format monthly data collection screens
- c. Data used in Performance Standard Reports

#### **2. Workplan Approval Process**

- a. Two approval levels: county LGU and NYS OASAS Regional Program Manager (note: the largest provider, New York City Department of Education, approves workplans submitted by its PRUs (districts) which then submits those workplans to NYS OASAS Regional Program Managers for final approval)

### **3. Activity Data Collection**

- a. Monthly activity data collection screens initialized and formatted based on service approaches selected in workplan development

### **4. Reporting & Data Access**

- a. Pre-designed Standard Reports on demand for all users
- b. System Reports (e.g., internet time usage, data entry delinquency)
- c. Data querying tool
- d. Special needs ad-hoc file extracts provided by vendor
- e. Extraction and transformation capability with NYS OASAS Data Warehouse

### **5. Federal U.S. Department of Health and Human Services (DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA) NOMs Data Reporting Requirements**

- a. Accommodate collection of annual U.S. SAMHSA Substance Abuse and Prevention and Treatment Block Grant (SABG) reporting data, including all annual changes to the SAMHSA prevention data table requirements and reporting instructions

See: <http://www.samhsa.gov/grants/block-grants> (once on webpage, select FY 16-17 SABG Reporting Sections and see tables 5b, 9, 31, 32, 33, 34, 35)

### **6. Knowledge-Base User Support Module**

- a. Internet web pages accessible through the system to support providers that include User Guides, a Training Scenario Workbook, Frequently Asked Questions documents, NYS OASAS Bulletins, Tip Sheets, and links to various relevant websites

## **Business Processes**

NYS OASAS requires providers to submit an annual workplan that must be approved by the county LGU and NYS OASAS Regional Program Managers prior to service delivery. Providers who have direct contracts with NYS OASAS bypass the county LGU workplan approval level. The workplan development and approval process in the previous data system was intended to support NYS OASAS contracting and prepare the activity data collection screens by pre-loading approved service approaches, activities and service locations. In the previous data system, activity data were collected via a web-based data collection software application on a daily basis; however, data were required to be entered at least monthly. Most providers required their staff to enter delivered services data directly into the system, while some required the use of paper “feeder-forms” that were collected and entered later by clerical staff at a central location.

## **Reporting and Data Access**

Standard Reports were generated by the previous data system using filters selected by the user. Filters included time period, region, county, provider and Program Reporting Unit (PRU). NYS OASAS Regional Program Managers could access standard reports containing data on any or all of their region’s providers. Aggregate totals were computed for reports with multiple providers and PRUs. County LGUs could access reports containing data on any or all of their county’s providers. Providers could access reports containing only their PRUs. NYS OASAS Central Office Staff could access reports containing data for all regions, counties, providers and PRUs. Reports could be exported as Excel or Adobe .pdf files. NYS OASAS Central Office Staff had access to workplan and activity data through a querying tool. Special needs ad-hoc file extracts were provided by the vendor for data not accessible through the querying tool.

## **1.3 Procurement Lobbying Act Restrictions on Communications**

Pursuant to State Finance Law §139-j and §139-k, this RFP includes and imposes certain restrictions on communications during the procurement process under circumstances where a reasonable person would

infer that the communication was intended to influence the governmental entity's conduct or decision regarding the governmental procurement between a Bidder and NYS OASAS, or any other governmental entity other than the Legislature. Accordingly, during the period of RFP issuance through final award and approval of the contract by NYS OASAS and the Office of the State Comptroller ("restricted period"), all Bidders are restricted from making contacts with staff from NYS OASAS, the NYS Office of Information Technology Services (NYS ITS), or any other State Agency or Area Agency on Aging (AAA) about this procurement, with the single exception of contacts with the designated contact below, unless such contacts are specifically allowed by this RFP and/or the New York State Finance Law §139-j(3)(a).

The designated contact for this RFP is:

Karen C. Stackrow, Contract Management Specialist 2  
New York State Office of Alcoholism and Substance Abuse Services  
Bureau of Contracts & Procurements  
1450 Western Avenue, Albany, NY 12203-3526  
(518) 457-2545 or E-mail: [procurements@oasas.ny.gov](mailto:procurements@oasas.ny.gov)

Employees of NYS OASAS, NYS ITS, and other State Agencies and AAAs involved in the procurement are also required to obtain certain information when contacted during the restricted period. NYS OASAS will make a determination of the responsibility of the Bidder, pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for contract award, and in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts.

Further information about these requirements can be found at:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>

NYS OASAS shall make its determinations regarding the awarding of contracts solely on the merits of the proposals, free from any improper lobbying influence.

The State prohibits the payment of any costs for outside lobbyists in the proposed contract price. Any proposal that includes in the contract price any payment for outside lobbyists shall result in the immediate exclusion of such proposal from further consideration.

A public notice for this solicitation has been issued; therefore, any contact concerning this RFP to other than the designated contact by any employee, agent, or consultant of a Bidder (i.e., firms or individuals that submit an application) is prohibited, except as follows:

1. The submission of written proposals in response to this RFP.
2. Complaints filed by a Bidder stating that the Designated Contact has failed to respond in a timely manner.
3. Negotiations after the proposal due date between the successful Bidder and NYS OASAS for the purpose of generating a contract or purchase order.
4. Contacts by Bidders after the proposal due date to request the review of a contract award.
5. Contacts by Bidders in protests, appeals, or other review proceedings before NYS OASAS seeking a final administrative determination, or in a subsequent judicial proceeding; or complaints of alleged improper conduct in a procurement to the Attorney General, Inspector General, District Attorney or court of competent jurisdiction; or written protests, appeals or complaints to the State Comptroller's Office during the contract approval process, and where such communications and responses thereto are made in writing and shall be entered in the procurement record; or complaints of alleged improper conduct in this procurement conducted by a municipal agency or local legislative body to the State Comptroller's Office, provided, however, that nothing in the subdivision shall be construed as recognizing or creating any new rights, duties or responsibilities

or abrogating existing rights, duties or responsibilities of any governmental entity as it pertains to implementation and enforcement of Article 11 of the State Finance Law or any other provision of law dealing with the governmental procurement process.

6. In those instances where the contact is in response to Procurement Personnel and is for the sole purpose of providing information to Procurement Personnel to assist them in understanding and assessing the qualities, characteristics, or anticipated performance of a product or service offered by a Bidder, the NYS OASAS Designated Contact person may contact or authorize other appropriate Procurement Personnel to have contact with a Bidder (i.e., those employees, agents, or consultants of a Bidder who are qualified by technical and professional training, education, or experience to explain, demonstrate, or clarify the characteristics and advantages of a product or service offered). These instances include the request for an oral presentation (Section 8.6 Oral Presentations) or the request for supplemental information (Section 8.1 Require Clarification).
7. After the evaluation of proposals and selection of the contractor have been completed, appropriate contacts may be made between Procurement Personnel and the successful Bidder for the purpose of negotiating the terms of the contract.

The submission of a proposal by a Bidder constitutes their understanding of, and agreement to comply with, the State's policies relating to improper lobbying influence.

## **SECTION 2. MINIMUM BIDDER QUALIFICATIONS**

### **2.1 Minimum Qualifications of Prospective Bidders**

The bidder must have a minimum five (5) years software development and hosting experience in supporting a social services contractor performance management and accountability systems with multi-tiered user roles concurrent user access of 1,000 users or more. An example of multi-tiered user roles are: “service delivery contractor” – “county government contract manager” – “state government regional manager” – “central state office administrator”.

## **SECTION 3. PROCUREMENT SCHEDULE**

### **3.1 Notice of Intent to Submit Bid**

Bidders are required to notify NYS OASAS by December 29, 2015 of the Bidder's interest prior to proposal submission. Notice is mandatory. NYS OASAS will only guarantee notification of any changes in the procurement schedule, requirements, and addenda to this RFP and responses to Bidders' questions to Bidders who notify NYS OASAS of their interest in bidding by this date. Notice should be submitted by Email to [procurements@oasas.ny.gov](mailto:procurements@oasas.ny.gov) with a subject line of "Prevention Reporting System RFP". A Notice of Intent to Submit Bid form is included within this RFP for your convenience (Attachment 1).

### **3.2 Inquiries**

All inquiries concerning this RFP must be submitted by Email to [procurements@oasas.ny.gov](mailto:procurements@oasas.ny.gov) with a subject line of "Prevention Reporting System RFP". To the degree possible, all inquiries should cite the RFP section and paragraph number to which it refers. Written inquiries will be accepted until 5:00 p.m. EST, December 29, 2015.

The inquiries and answers to all inquiries will become part of this RFP and any contract. With the exception of inquiries of a ministerial nature, i.e. concerning procedural bid formatting or submission instructions, NYS OASAS will not respond to inquiries on an individual basis. Written responses to all inquiries submitted by the deadline date will be emailed to any prospective bidder that submitted a letter of intent on or about January 7, 2016.

### **3.3 Bid Submission Due Date**

Bidders must submit a complete response to this RFP, using the format and forms provided in the RFP, by 5.00 p.m. EST, January 28, 2016.

### **3.4 Product Demonstrations**

The final evaluation phase will be a product demonstration worth 10 points. All bidders that have a composite score that is within 10 points of the highest composite score going into the final evaluation phase will be deemed "susceptible to award" and will be invited to give a demonstration at the NYS OASAS office in Albany, NY. The NYS OASAS Designated Contact will notify finalists of the date, time, and location of the product demonstration. The dates noted in this RFP are estimates and are subject to change at the discretion of NYS OASAS. Each finalist will be required to provide one or more on-site service demonstration for NYS OASAS evaluation. NYS OASAS will provide finalists with a demonstration agenda and/or script.

### **3.5 Anticipated Date for Successful Bidder Notification**

NYS OASAS expects to complete bid evaluations and notify bidders of the successful candidate by March 18, 2016.

### **3.6 Anticipated Start Date**

Subject to contract approval by the State, it is anticipated that the contract will commence on July 1, 2016.

### 3.7 Key Procurement Events/Dates

Release Date	December 11, 2015
MANDATORY Notice of Intent to Bid	December 29 , 2015
Closing Date for Submission of Bidder's Inquiries	December 29, 2015
Answers to Bidder's Inquiries; on or about	January 7, 2016
Closing Date for Receipt of Bidder's Proposals	January 28, 2016
Product Demonstrations to be conducted by highest scoring Bidders	February 22, 2016 (week of)
Anticipated Successful Bidder Notification	March 18, 2016
Anticipated Contract Start Date	July 1, 2016

### 3.8 Key Contract Events/Dates

Contract Year	Year	Task Duration	Total Months	RFP Tasks	System Functions
1/2	2016-17	July - Apr	10	T1.1 – Implementation Planning and Management T1.2 – Schedule/Work Breakdown Structure T1.3 – Modification of Service to Fulfill User Stories T1.4 - Testing of Service T1.5 - Provide Test and Training Environments T1.6 – Data Transfer T1.7 – Assist with the Execution of User Acceptance Testing T1.8 – Provide Service Training T1.9 – Execute Full Implementation of the Service	System Development Pilot Implementation Hosting of UAT and Training environments begins
2	2017	May	1	T2.1 Service Management Plan T2.2 – Service Level Agreement T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	Hosting of Production environment begins User training begins
	2017	June - Aug	3	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training	User training continues 2017-2018 workplan development begins 2017-2018 workplan review/approval begins Activity data collection begins

<b>Contract Year</b>	<b>Year</b>	<b>Task Duration</b>	<b>Total Months</b>	<b>RFP Tasks</b>	<b>System Functions</b>
				(f) Annual Security Risk Assessment	
2/3	2017-18	Sep - June	10	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	User training continues 2017-2018 workplan development continues 2017-2018 workplan review/approval continues
3/4	2018-19	July - June	12	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	Full System operation
4/5	2019-20	July - June	12	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	Full System operation
5/6	2020-21	July - June	12	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	Full System operation
6/7	2021-22	July - June	12	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting	Full System operation

<b>Contract Year</b>	<b>Year</b>	<b>Task Duration</b>	<b>Total Months</b>	<b>RFP Tasks</b>	<b>System Functions</b>
				(e) Annual Training (f) Annual Security Risk Assessment	
7/8	2022-23	July - June	12	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	Full System operation
8/9	2023-24	July - June	12	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	Full System operation
9/10	2024-25	July - June	12	T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan (a) Support (b) Maintenance (c) Service Change Management (d) Hosting (e) Annual Training (f) Annual Security Risk Assessment	Full System operation

## SECTION 4. PROJECT SCOPE

This section describes the deliverables, minimum tasks, and projected high-level timeline for modifying, testing, training, implementing, managing, operating, maintaining, supporting, enhancing and transferring data to PRS.

The Contractor shall utilize the NYS project management methodology in this project and follow best practices established in the New York State Project Management Guidebook, Release 2 (<http://www.its.ny.gov/nys-project-management-guidebook-release-2>) and by the Project Management Institute (PMI), as codified in the Project Management Body of Knowledge (PMBOK) - Fifth Edition or subsequent editions (American National Standards Institute (ANSI)/PMI 99-001-2008) and the ISO/IEEE 12207-2008, System and Software Engineering - Software Lifecycle Processes where applicable.

This project will consist of two (2) deliverables for a contractor-hosted service:

**Deliverable One:** Implement PRS. **This Deliverable requires full implementation by May 1, 2017.**

**Deliverable Two:** Support, Maintain, Enhance, Host and Provide Annual Training for PRS. **This Deliverable is to be delivered between May 2017 and June 2025.**

More detailed required and desired system functionality regarding PRS are contained in Attachment 3 parts A, B and C. Bidders must address the functionality listed in Attachment 3 parts A, B and C as a required part of their proposed solution.

### 4.1 **Deliverable One: Implement PRS**

NYS OASAS has identified the minimum tasks the Service contractor must complete during the course of this effort. Each of the required tasks for Deliverable 1 are described below. The vendor must:

- Work with stakeholders to refine and verify the features and requirements of the service and modify the service based upon NYS OASAS's detailed requirements
- Test PRS according to the bidder's Implementation Plan submitted in response to this RFP
- Provide training to NYS OASAS staff and provider users to allow them to train additional stakeholders
- Conduct a pilot implementation of PRS, prior to the full implementation of PRS, with NYS OASAS-selected counties and providers in order to test and refine the service
- Implement PRS for NYS OASAS and all LGUs and prevention service providers in New York State

#### 4.1.1 **Task T1.1 – Implementation Planning and Management**

Update and execute the Implementation Plan, submitted as part of the contractor's proposal that describes the approach for service modification and implementation.

The contractor shall participate in weekly status meetings with the PRS Project Team. An initial face-to-face meeting between NYS OASAS and the contractor's key staff shall take place upon final execution of the contract. In the event it becomes necessary to replace any of the Key Staff on the Project prior to commencement of his or her assignment, or during his or her assignment period, contractor shall first, before proceeding with such replacement, consult with and seek the advice and opinion of the State Project

Director. If, after said consultation, it is mutually agreed that such replacement shall take place, the contractor must immediately provide the résumés of the potential replacements with similar or better qualifications for the State Project Director’s review and approval. If the State Project Director does not approve one of those candidates, the contractor must immediately provide additional candidates for the State Project Director’s review.

Upon the State Project Director’s approval, the replacement will become Key Project Staff and will be subject to the terms and conditions of the resulting Agreement. If the Key Project Staff member’s work has already commenced, the contractor will ensure that there is a smooth transition, including having the contractor staff who is leaving train the replacement.

All other status meetings shall take place via web based meeting software and conference call. Prior to each meeting, contractor shall submit an updated list of issues that need to be addressed.

The contractor will identify, manage and facilitate the mitigation of risks and the resolution of issues.

The contractor will manage changes and facilitate a Change Management Process as needed.

The contractor will develop a Security Plan within the first 60 days of the project. The Plan will need to be approval by the NYS ITS Health Cluster Information Security Officer.

#### **4.1.2 Task T1.2 – Schedule/Work Breakdown Structure**

The contractor shall update the Schedule/Work Breakdown Structure, submitted as part of the contractor’s proposal, for conducting the service modification and implementation and submit to NYS OASAS for approval. The contractor shall further maintain the Schedule on a regular basis and immediately notify the NYS OASAS PRS Project Manager of any deviations to the timeline or milestone dates.

#### **4.1.3 Task T1.3 – Modification of Service to Fulfill User Stories**

NYS OASAS required business capabilities for PRS are expressed through a series of “user stories,” that define the “who,” “what,” and “why” for each specified analytical function. This method has been selected since it provides the richest context for the contractor to work with in producing the required Service. The requirements expressed in this way may be met singularly or in groups as determined by the tools and techniques applied by the contractor.

Through a process of meeting with NYS OASAS management, staff and other stakeholders the contractor will be expected to fulfill all business capabilities expressed through the user stories. As work is completed, the contractor will provide full testing of the Service and issue resolution. Upon completion of full testing of each module of the Service, the contractor will present the proposed Service prototype to NYS OASAS, in a mutually agreed upon forum, for review and acceptance testing. Additionally, the contractor will present the proposed Service prototype in its entirety to NYS OASAS, in a mutually agreed upon forum, at least once for acceptance testing prior to full implementation.

#### **User Story Categories (Attachment 3A):**

- Needs Assessment
- Workplan
- Data Element
- Validation
- User Assistance
- Reporting, Tables, and Queries
- Database Integration
- Prevention Resource Center
- Non-Functional

#### **4.1.4 Task T1.4 - Testing of Service**

The contractor shall fully test its service and ensure that it meets all NYS OASAS requirements. NYS OASAS expects the following types of tests to be conducted:

- Unit
- Integration
- Acceptance
- Regression
- Interfaces
- Load (encompassing end-to-end, performance and stress)
- Security
- Application Vulnerability
- Compatibility
- Mobile Responsiveness

The contractor shall design, implement and manage from a detailed testing plan that is integrated into the overall project management.

The contractor shall document traceability to ensure all functionality is tested and traceable to User Stories.

The contractor shall develop testing documentation to include at a minimum: testing approach; detailed test plans; expected results; testing schedules; automated test scripts wherever applicable; defect tracking.

The contractor shall document and report test results.

The contractor shall identify, prioritize (based on risk and business need) and resolve defects.

The contractor shall assist NYS OASAS in user acceptance testing and make all test scripts available for use to the user testing team.

#### **4.1.5 Task T1.5 - Provide Test and Training Environments**

The contractor should maintain as many separate environments as are necessary to develop, test and maintain its service and ensure that service meets all NYS OASAS requirements. Bidders must include a detailed description of their plan for providing all environments.

However, in addition to the Production environment, NYS OASAS has a specific need for the following environments:

##### *User Acceptance Testing Environment*

- The contractor shall provide a User Acceptance Testing environment that must exist independent of other environments.
- The User Acceptance Testing environment shall be accessible to selected users on a periodic basis.
- The User Acceptance Testing environment will be populated by NYS OASAS (with contractor assistance as appropriate) with data unique to NYS.
- NYS OASAS will be responsible for periodic updates to the User Acceptance Testing environment data
- The contractor shall ensure that the User Acceptance Testing environment application code stays aligned with the production environment.

##### *Training Environment*

- The contractor shall provide a Training environment that must exist independent of other environments.

- The Training environment shall be accessible to end users on a continuous basis.
- The Training environment shall be created using the User Acceptance Testing environment as a basis. It is expected that the contractor will take a snapshot of the training data in its pristine state so that it can be refreshed as necessary during training periods or whenever deemed necessary.
- NYS OASAS will be responsible for periodic updates to the Training environment data.
- The contractor shall ensure that the Training environment application code stays aligned with the production environment.

**4.1.6 Task T1.6 – Data Transfer**

The contractor shall assist NYS OASAS with importing existing reference data (e.g., codes, constants, basic reference data etc.) into the new service. NYS OASAS will provide this data in a standard format (e.g. CSV file).

**4.1.7 Task T1.7 – Assist with the Execution of User Acceptance Testing**

The contractor shall develop a User Acceptance Test Plan. NYS OASAS may request updates, will work with the contractor to finalize the Test Plan and will ultimately approve the Test Plan for use. As needed, the Service contractor will assist stakeholders with the execution of the acceptance testing using the PRS test environment. If any unacceptable problems are found, the updated/fixed Service will be re-tested until all unacceptable problems are resolved. Formal verification/sign-off by the appropriate NYS OASAS personnel that the Service is functioning to specification will be required prior to full implementation.

**4.1.8 Task T1.8 – Provide Service Training**

The contractor shall develop the Training Plan, submitted as part of the contractor’s proposal, and execute the plan in order to meet the NYS OASAS training objective of training approximately 5 NYS OASAS system administrators, approximately 20 additional NYS OASAS prevention staff at Albany NY, and approximately 380 provider users at approximately 11 regional sites statewide to equip them with the knowledge and resources to access and utilize all relevant service functions.

The contractor shall develop and deliver modularized training based on role. Training shall be delivered in person or remotely via webinar, depending on role. The following table indicates the roles and required format for training:

<b>Role</b>	<b>Training Format</b>	<b>NY Region</b>	<b>Training Locations</b>	<b># Session /Days</b>	<b># Providers</b>	<b>Max. # Trainees</b>	<b>Training Supplements</b>
NYS OASAS Central Office System Manager & support staff (system administration) - Spring 2017	In person	Albany	1	1			System Administrator manual
Provider (workplan development) - Spring 2017	Remote (webinar)		N/A	2			User Manual plus Recorded training segments for agreed-upon system functions and user interactions

<b>Role</b>	<b>Training Format</b>	<b>NY Region</b>	<b>Training Locations</b>	<b># Session /Days</b>	<b># Providers</b>	<b>Max. # Trainees</b>	<b>Training Supplements</b>
Provider reviewer/manager, county LGU, NYS OASAS Regional Program Manager (workplan review/approval) - Spring 2017	Remote (webinar)		N/A	2			User Manual plus Recorded training segments for agreed-upon system functions and user interactions
Provider who uses the PRS during the summer (activity data collection) - Summer 2017	Remote (webinar)		N/A	2			User Manual plus Recorded training segments for agreed-upon system functions and user interactions
Provider who begins using the PRS in the fall (workplan development & activity data collection) - Fall 2017	In person, 1 half day workplan development, 1 half day activity data collection						User manual plus recorded training segments for agreed-upon system functions and user interactions
		NYC	3	4	43	105	
		Long Island	2	3	49	100	
		Mid-Hudson	2	2	21	42	
		Northeastern	1	1	16	32	
		Central	1	2	20	40	
		Finger Lakes	1	2	20	40	
		Western	1	1	12	25	

The detailed training plan above is provided for the standardizing of cost proposals. After the contract is awarded, NYS OASAS will refine the training schedule with the vendor as needed.

The contractor shall develop appropriate training materials for each type of training indicated above (e.g., quick reference, manual, training guide etc.) The training materials to be provided must be reusable by NYS OASAS in the event that NYS OASAS staff themselves need to use them to conduct further trainings beyond those to be delivered by the contractor. The materials should be provided to NYS OASAS in advance of the training so that the agency can coordinate publishing them.

Contractor shall provide the webinar tool and all supports to be used for the remote webinar training sessions.

NYS OASAS will provide training facilities for the in-person training sessions.

#### **4.1.9 Task T1.9 – Execute Full Implementation of the Service**

The contractor shall finalize any open issues and obtain formal written approval and sign-off from key stakeholders to make the final implementation (go/no go) decision for the Service. If the decision is made to implement, commence with implementation of the live Service in the production environment. If the decision is made to postpone the implementation, identify and reconcile outstanding issues and schedule the next planned implementation date.

All environments must comply with all Hosting and Security requirements as defined in Attachments 3B and 3C.

## **4.2 Deliverable Two: Support, Maintain, Enhance, Host and Provide Annual Training for PRS**

The vendor will provide post-implementation support to include the following:

- Execute the Service Management Plan, submitted as part of the contractor’s proposal, for managing, operating and enhancing PRS.
- Collect prevention outcomes data.
- Execute the Service Level Agreement as submitted in response to this RFP, providing a level of support that will enable all users to efficiently and effectively enter and extract prevention data.
- Provide methods and reports that will enable NYS OASAS, counties, and providers to efficiently utilize and leverage the prevention outcomes information collected.
- Modify the Service to meet ongoing and changing federal mandates and state and local needs.

#### **4.2.1 T2.1 Service Management Plan**

Update and execute the Management Plan submitted as part of the contractor’s proposal that describes the strategy for the ongoing enhancement, operation and management of the Service after implementation. During system development and implementation, at NYS OASAS’s request, participate in weekly status meetings with the PRS Project Team, and submit monthly status reports. After successful implementation, at NYS OASAS request, participate in monthly status meetings and submit monthly status reports for years two through ten.

#### **4.2.2 T2.2 – Service Level Agreement**

Update, if necessary, and execute the Service Level Agreement (to be provided in the Bidder’s proposal – see Section 6), assist stakeholders in utilizing the Service, and ensure that the Service is maintained and supported during the Service contract period per the terms of the Service Level Agreement. The support effort includes all items as identified in Section 4.2.3 below.

NYS OASAS requires that the service be provided on an unlimited basis, that is, there will be no limit to the number of users who use the service. Estimates as to the number of expected users is provided in Section 1.2.

#### **4.2.3 T2.3 – Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan**

NYS OASAS considers the ongoing support, maintenance, service change management and hosting of the service after implementation to be critical. The contractor shall follow the Service Management Plan covering the service from full implementation in the production environment through the remainder of the contract period. Specific requirements are indicated below.

**(a) Support**

Tier 1 support will be provided by NYS OASAS staff operating from the central office in Albany, NY. The contractor shall provide Tier 2/Tier 3 help desk support wherein limited NYS OASAS contacts will be the main interface between the agency and the contractor.

The contractor’s Tier 2/Tier 3 help desk support shall include the following:

- Email and phone support (via a toll-free #) 9:00 AM to 5:00 PM ET on weekdays, excluding New York State designated holidays
- Remote diagnostics
- Remote access to the contractor’s ticketing system

The contractor shall attend ongoing support status meetings with Agency personnel, as needed.

The contractor shall meet or exceed the Service Level Objectives indicated below:

Defect Severity	Maximum Response Time	Resources Applied	Hours and Days of Coverage
Level 1	2 hours	Vendor will provide resources to fix until completed.	9:00 a.m. to 5:00 p.m. ET weekdays
Level 2	4 hours	Vendor will provide resources to fix until completed.	9:00 a.m. to 5:00 p.m. ET weekdays
Level 3	2 business days	Vendor and State will agree to resources applied.	9:00 a.m. to 5:00 p.m. ET weekdays

**Level 1 Defect** - is a problem whose nature and/or severity prevent the State from continuing its business. A Level 1 Defect may have one or more of the following characteristics:

- (a) a critical function of the service is not available;
- (b) the service hangs indefinitely and/or causes other State applications to hang;
- (c) the service crashes and/or causes other State applications to crash; and/or
- (d) a security incident has occurred or is suspected to have occurred.

**Level 2 Defect** - may have one or more of the following characteristics:

- (a) the performance, functionality or usability of one or more parts of the service are severely degraded;
- (b) multiple users are impacted; and/or
- (c) one or more business functions are unavailable or unusable by the end users.
- (d) incorrect application business function, resulting in data integrity issues

**Level 3 Defect** - is a failure of a system or part thereof which has a minor impact on a State business process and can be handled on a non-immediate basis. Examples may include user requests (e.g., a report is not formatted correctly) and peripheral problems (e.g., output fails to print properly).

The contractor shall not close a Defect Fix unless that Fix shall have been demonstrated to either: (a) repair the functionality, performance and usability of the Application/Device to its pre-Defect level or (b) improve the functionality, performance and usability of the Application/Device from its pre-Defect level.

Unless, for a particular defect, the State has provided prior written approval for different response times, the contractor shall, for each calendar month and for each Defect Severity Level, respond to one hundred percent (100%) of reported Defects within the Maximum Response Time during Hours and Days of Coverage.

#### **(b) Maintenance**

The contractor shall provide NYS OASAS with general upgrades to the service as part of the ongoing maintenance fee. This shall include upgrades resulting from annual changes to the federal Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Prevention (CSAP) Substance Abuse Prevention and Treatment block grant reporting requirements, including the National Outcome Measures (NOMs).

The contractor shall provide NYS OASAS with upgrades to any third-party components (e.g., reporting tools) that are an integral part of the service as part of the ongoing maintenance fee at the agency's discretion.

The contractor shall ensure that all third-party software supporting the service (e.g., operating system, database, application server etc.) remain at vendor-supported version levels and consistent with NYS standards and requirements.

#### **(c) Service Change Management**

The contractor will be responsible for modifying or enhancing the service throughout the term of the contract. Service Change Management is the process whereby service enhancements, as determined by the agency (or by the Contractor, with agency approval) are made. This may include, but not be limited to, additional functions or requirements resulting in changes to existing file structures, data sets, or processing logic of the service.

All approved Change Service Requests (CSRs) will result in the establishment of deliverable-based projects based on estimates that use the fully loaded hourly rates quoted in the Cost Proposal.

The agency will initiate modifications to the system through the submission of a CSR form. The Contractor must respond, in writing, to the requests submitted by the agency within five (5) business days of receipt. The response shall consist of an acknowledgment of the request and a preliminary assessment of the effort (e.g., number of hours and resources) required for completing the modification.

Service Change Management Projects may fall into one of two major categories:

1. **Small Service Change Management Projects:** These represent small projects (fewer than 10 hours) that may not require the application of project management methodology.
2. **All Other Service Change Management Projects:** These are projects estimated to require 10 or more staff hours to complete. These tasks require the application of project management methodology, including status reporting.

Enhancements to the service developed through the Service Change Management process described above must be subject to testing (including User Acceptance Testing) as described in T1.4 and T1.7 above.

#### **(d) Hosting**

The Hosting Solution Requirements (Attachment 3B) are intended to address the software, hardware and physical data center(s) that underlie the PRS. The requirements are to assure NYS OASAS of a reliable, secure and properly performing service.

A shared, multi-tenant hosting solution is permissible. Data shall be hosted within the continental U.S. (government-only shared hosting is preferable). The contractor may provide hosting services itself or use a subcontractor, however, the contractor is solely responsible for assuring that the requirements are met.

**(e) Annual Training**

<b>Role</b>	<b>Training Format</b>	<b>NY Region</b>	<b>Training Locations</b>	<b># Session /Days</b>	<b># Providers</b>	<b>Max. # Trainees</b>	<b>Training Supplements</b>
Provider (activity data collection) Provider (workplan development)	Remote (webinar)		N/A	1 half day system update training annually			Updated user manual plus updated recorded segments
Provider (activity data collection) Provider (workplan development)	Remote (webinar)		N/A	1 day new user training annually			Updated user manual plus updated recorded segments

Note – webinar content must be updated to reflect changes that may have occurred to the service.

**(f) Annual Security Risk Assessment**

The Contractor shall, at NYS OASAS’s option, conduct an annual security risk assessment, performed by an independent third-party security Contractor, to verify that the Contractor's environment(s) containing the program data is secure and systems meet applicable standards (see <https://www.its.ny.gov/eiso/policies/security>).

The Contractor shall provide a certified copy of the Security Risk Assessment to NYS OASAS within 30 days of completion (assuming NYS OASAS exercises the option to conduct such an assessment). Issues identified in the Risk Assessment should be addressed with a plan for resolution, and resolved within 90 days of the Risk Assessment.

**4.3 Products, Documents, Report Submissions, and Approvals**

Contractor shall submit all updated plans, schedules and/or reports to an individual to be determined by NYS OASAS on time, including any additional documentation as required by NYS OASAS. Final due dates will reflect those in the approved Management Plan and Schedule. Failure to submit accurate and timely deliverables may subject contractor to suspension of work and/or other penalties under this contract in accordance with the Contract Terms and Conditions.

The contractor shall prepare each product for review and comment by NYS OASAS management. NYS OASAS shall provide feedback to the contractor within five business days after receipt of the contractor’s draft. Within five business days after receipt of NYS OASAS feedback, the contractor shall review the feedback to identify any adjustments to the product that are required, prepare the product in final form, and submit to NYS OASAS management for approval. All final products shall (at a minimum) be reviewed and approved within NYS OASAS by the Deputy Director, Prevention Services Manager, and the NYS OASAS PRS Project Manager (or their designees). As needed, products may also be reviewed and/or approved by NYS OASAS Executive Staff or other individuals designated by the NYS OASAS PRS Project Manager.

#### **4.4 Change Control**

If unanticipated changes of the contractor's approved Management Plan and the approved Schedule are required during the course of this project, the contractor shall request approval of each change in writing from the NYS OASAS PRS Project Manager.

## SECTION 5. COVER LETTER SUBMISSION

### 5.1 Cover Letter Requirement

A cover letter is an integral part of the proposal package. The cover letter must be signed by an individual who is authorized to bind the successful Bidder contractually. The letter must:

- A. Include the Bidder's name, address, telephone number, and e-mail address(es) of the Bidder's contact(s) concerning the proposal.
- B. Statement that Bidder meets the requirements of *Section 2 – Minimum Bidder Qualifications*
- C. Acknowledge that the costs set forth in the Cost Proposal are firm costs that are binding and irrevocable for a period of not less than 180 days from the date of proposal submission.
- D. Acknowledge that the Bidder understands and accepts the provisions of this RFP and all attachments thereto.
- E. Explicitly set forth any questions or anticipated difficulty with any such contract provisions. NYS OASAS reserves the right to reject any or all issues raised by a Bidder and require full acceptance of the terms of this RFP.
- F. The following information shall be completed and attached to the *cover letter*:
  1. **APPENDIX B** - Minority and Women-owned Business Enterprises (Form #4)
  2. **APPENDIX C** - MacBride Fair Employment Principles
  3. **APPENDIX D** – Non-Collusive Bidding Certification
  4. **APPENDIX E** – Compliance with Communications During the Restricted Period
  5. **APPENDIX G** – Procurement Lobbying Restrictions
- G. The following may be completed and submitted as part of the bid proposal or submitted during contract negotiations, if applicable:
  1. **APPENDIX B** - Minority and Women-owned Business Enterprises (Forms # 1, 2 and 6, as necessary)
  2. **APPENDIX F** – Consultant Disclosure Legislation – Form A
  3. **APPENDIX H** - Encouraging Use of NYS Businesses in Contract Performance
  4. **APPENDIX I** – Iran Divestment Act Certification
  5. **APPENDIX J** - New York State Department of Taxation and Finance Contractor Certification (ST-220CA)
  6. **NYS Vendor Responsibility Questionnaire (See Section 11.3)**

### 5.2 Checklist of Submission Requirements

A Checklist of Submission Requirements is found as Attachment 4 of this RFP. The Checklist may be of value to the Bidder in ensuring compliance with RFP requirements. It is recommended that the Checklist be completed and submitted with the proposal package. Submission of this checklist, however, is not mandatory, so the failure to submit the Checklist will not result in the rejection of the proposal.

## SECTION 6. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal describes the method, staffing, and funding needed to develop and deliver services requested by this RFP.

Each bidder shall submit a proposal using the standard format shown below.

The technical proposal must reflect an understanding of NYS OASAS needs summarized in SECTION 4, PROJECT SCOPE and detailed in Attachment 3.

### 6.1 **General Guidelines**

- The Technical Proposal should be specific regarding the methods and personnel to be used.
- The proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.
- The proposal must clearly convey the intent and understanding necessary to accomplish project requirements.
- Simply stating that the bidder understands or paraphrasing this RFP will be considered inadequate.
- Phrases such as "well known techniques will be used" are unacceptable.
- NYS OASAS recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must detail sufficiently how the bidder would accomplish project requirements including a full explanation of techniques, procedures, and staffing to be used.

### 6.2 **Technical Proposal Content**

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

#### **Cover Page**

Include the RFP number and title, Bidder's name, address, contact name, telephone number, e-mail address, and signature by the person authorized to legally bind the Bidder.

#### **Table of Contents**

The Bidder shall provide a Table of Contents that lists each section responded to in this RFP and its page number. List attachments. Use the same sequence and titles used in this RFP.

#### **Existing and Proposed Service Overview and Features**

The Bidder shall utilize the User Stories matrix, the Data Element Tables and the Sample Standard Reports (Attachment 3A, 3D and 3E, respectively) to verify that the requirements expressed in these documents are part of their existing service or that their service can be modified to meet them.

Using Attachment 3A – User Stories matrix, the Bidder should provide its indication as to whether its solution can fulfill the business needs expressed in the user stories using one of the following responses in the "Bidder Compliance" column:

- OB - Meets the requirement "out of the box."
- C - Meeting the requirement is conditional. Bidders should use one of the "Approach Codes" indicated and defined below to designate how the requirement can be met.

## **Approach Codes**

CNF – special configuration. Special configuration is the scenario where the product does not include standard features built specifically to address the requirement in question, but the desired results can be achieved by configuring the system in a specific way. With respect to reporting, special configuration is the scenario where no single standard report satisfies the requirement in question, but where an existing standard report can be modified solely by means of configuration, such as modifying existing, or adding new fields to the report.

CST – customization. This is the scenario where the standard product does not include features built specifically to address the requirement in question, and where custom development effort is needed to achieve the desired result. With respect to reporting, customization is the scenario where no single standard report satisfies the requirement in question, but where an existing standard report can be modified, or a new report can be created through additional development effort requiring coding changes.

INT – integration with third-party applications. This is the scenario where the standard product does not have features built specifically to address the requirement in question, but where integration with a third-party product could be used to achieve the same result. An example of integration would be the use of a third-party product to satisfy the requirements

SWK – system workaround. This is the scenario where the standard product does not include features built specifically to address the requirement in question, but where other features exist that can be used to achieve the same result.

PWK – process workaround. This is the scenario where the standard product does not have features built specifically to address the requirement in question, but where it is possible to alter the underlying business process to achieve the same result.

For each User Story the bidder shall provide an explanation as to how their service meets or will meet the requirement as expressed.

## **User Story Elaboration and Fulfillment**

Bidders are required to elaborate the following selected user stories and discuss how their solution meets the business need underlying each story. Elaboration may include breaking the story into more detail, abstracting the meaning of the story, creating a model from the story, etc. Although NYS OASAS realizes that this process would normally be conducted in collaboration with the NYS OASAS project team, this exercise will provide insight into the capabilities of the Bidder to help assess the Bidder's analytical capabilities. The selected user stories are:

#50 - the system to post notifications or send email alerts for workplan status changes and approvals to affected system users (e.g., when a provider submits a workplan their county LGU reviewer is notified or when an NYS OASAS Program Manager approves a workplan the provider is notified)

#16 - a full time equivalent (FTE) data entry screen that connects to planned service approaches so that I can more efficiently allocate staff and see how allocations affect evidence-based program and strategy FTE percentages by PRU and by contract

#55 - the system to restrict data querying access based on user role and organization

## **Implementation Plan and Schedule**

Develop a plan that describes the approach to be used to have a fully functional data collection service in place by May 2017 that meets the requirements of NYS OASAS and its stakeholders. The implementation plan must address the following:

- 1) Assignment of an overall project manager

- 2) A Risk Management Plan
- 3) Tools, Techniques, or Technologies to meet requirements
- 4) Staffing levels and types of staff to meet requirements
- 5) Identification of subcontractors if applicable
- 6) Incorporation of State personnel into the project team and interaction with State subject matter experts as needed
- 7) Project organization structure and a plan on how all the parties involved in the implementation and integration effort will be coordinated
- 8) The extent to which the Bidder has user groups and/or advisory groups and the nature of their membership
- 9) The frequency, timing, and extent to which the system will be updated
- 10) Description of the way the Bidder will manage environments so as to appropriately stage the system through development, testing and into production
- 11) Method and plan to transfer the data collected during the term of this contract to a new service vendor, if necessary.
- 12) Schedule/Work Breakdown Structure. The schedule should support the desired timeline identified in Section 4.3 and should include:
  - a. Tasks and milestones.
  - b. Start and finish dates/task durations.
  - c. Task/Milestone dependencies (i.e., predecessors and successors).
  - d. Resource allocations.
  - e. Critical path

### **Service Management Plan**

The Bidder shall develop a plan that describes the approach for the ongoing support, maintenance, service change management and hosting of the service. The plan should address:

- 1) How the requirements in Attachment 3B – Hosting Solution Requirements will be met
- 2) How the requirements in Attachment 3C – Security and Privacy Requirements will be met
- 3) How the requirements in Section 4.2.3, T2.3 - Initiate and Perform Ongoing Support, Maintenance, Service Change Management and Hosting Per the Service Management Plan
- 4) Additionally, the bidder shall address the following:
  - a. Indicate the geographic location(s) of proposed data center(s) to be used for the hosting solution
  - b. Indicate how the bidder will provide the ability to audit the proposed data center(s)
  - c. Indicate if a multi-tenant solution is being proposed
  - d. Indicate if the proposed hosting solution is FedRAMP compliant
  - e. Indicate the mechanisms that will be put in place to alert the agency if a security breach occurs

### **Service Level Agreement**

As part of its Service Management Plan the Bidder shall provide a Service Level Agreement that meets the requirements identified above.

### **Additional Features**

Describe any additional features included in your service and/or customer support that has not been included in this RFP.

### **Key Staff**

Provide resumes for key staff who will be working on this project. At a minimum this must include the following roles:

- 1) Project Manager
- 2) Lead Analyst
- 3) Technical Lead
- 4) Training Lead
- 5) Service Desk Lead

Resumes should include:

- o Name
- o Proposed role on this project and planned time to be spent on this project
- o Years of relevant experience
- o Description of relevant experience
- o Educational qualifications and professional certifications
- o Indication as to which referenced projects this individual worked on

### **Bidder Qualifications and References**

The Bidder should provide at least three (3) references for the Bidder (prime contractor<sup>1</sup>), external to the Bidder or subcontractor organizations (see definition above) and at least one reference for each proposed sub-contractor. It is highly recommended tht the bidder provide more than the needed number of references and identify their order of preference. The purpose is to provide NYS OASAS the ability to verify the information contained in the Bidder's proposal. Letters of reference or support should not be included in the proposal. It is the bidder's responsibility to ensure that contacts are willing to provide a reference,

Bidders should use the reference form provided in Attachment 2.

### **Training Plan**

The Bidder shall provide a training plan that addresses the training requirements indicated in Section 4.1.8 4.1.8 Task T1.8 – Provide NYS OASAS Training.

### **Assumptions**

Provide a list of any assumptions used in developing your proposal.

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<sup>1</sup> A prime contractor is defined as one who has a contract with the owner of a project or job and has the full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

## **SECTION 7. COST PROPOSAL REQUIREMENTS**

### **7.1 Cost Proposal Content**

**Bidders are required to complete their Cost Proposal using Attachment 5 – Cost Proposal Workbook.** Responses to this RFP must identify:

- 1) Total Cost of Proposal , including detail for Project Scope Deliverables 1 and 2 (Pricing Summary Worksheet)
- 2) Completed Service Change Management requests job category hourly rate (Change Management Rates Worksheet)

**Costs must incorporate all Bidder costs associated with providing the services required within this RFP, including travel and administrative overhead.**

Cost Proposals that are unsigned or submitted without the original signature will be rejected. A Cost Proposal may be signed by an agent of the bidder if he/she is properly authorized by a power of attorney or equivalent document submitted to the State prior to the submission of the proposal (or with the proposal).

**One signed original and two copies of the Cost Proposal must be submitted in a sealed envelope separate from the Technical Proposal.**

**Costs must incorporate all Bidder costs associated with providing the services required within this RFP, including travel and administrative overhead.**

### **7.2 Most Favored Nation Clause**

The successful Bidder guarantees that the pricing offered to the State shall be the same as, or lower than, that offered to other customers under the same or similar terms and conditions. If, for any reason during the term of the contract, the successful Bidder reduces the pricing due to special offers to a similarly situated entity, the State shall receive an equivalent reduction in pricing for the product or services delivered to the State.

### **7.3 Extension of Use (Piggybacking)**

This agreement may be extended to additional New York State governmental agencies, not-for-profit provider agencies, and/or municipal or local government entities upon mutual written agreement between NYS OASAS and the given jurisdiction. New York State reserves the right to negotiate additional discounts based upon any increased volume generated by such an extension.

## **SECTION 8. EVALUATION OF PROPOSALS**

### **8.1 Evaluation Method**

The method of evaluation will be “best value,” based on the optimization of quality, costs, and efficiency. The Technical and Cost Proposals will be evaluated separately, and the State shall award the assignment to the Bidder with the highest composite score. The technical and cost components will be weighted in accordance with the “best value” evaluation methodology bearing the weight assigned below:

Technical component	60 points
Cost component	30 points
Presentation/Demonstration	10 points

Upon review of a Bidder’s submitted proposal, NYS OASAS may submit to the Bidder, at its discretion, a request for clarification relating to its proposal. A Bidder will be provided the period of time in which the written responses to NYS OASAS’s requests for clarification must be completed. Other than to provide clarifying information as may be requested by NYS OASAS, no bidder will be allowed to alter its proposal.

### **8.2 Evaluation Process**

The evaluation process will consists of four levels:

- Level 1: Completeness Review (pass/fail)
- Level 2: Technical Evaluation (Maximum score of 60 points)
- Level 3: Cost Evaluation (Maximum score of 30 points)
- Level 4: Presentation (Maximum score of 10 points)

#### **8.2.1 Level 1: Completeness Review (pass/fail)**

Proposals submitted in response to this RFP shall first undergo a completeness review. Those determined to be responsive and complete shall be continued in the evaluation process. Conversely, those submissions deemed as incomplete shall be removed from further consideration. The Mandatory Requirements, or essential individual proposal contents, that must be submitted in order for the proposal to be determined to be complete and responsive are as follows:

- A. Cover Letter containing the information specified in *Section 5.1*.
- B. Technical Proposal, including a completed Attachment 2 – Bidder’s Experience and References and 3A – Users Stories matrix
- C. Cost Proposal, including a completed Attachment 5 – Cost Proposal Workbook

Non-responsive proposals will not be evaluated or ranked.

#### **8.2.2 Level 2: Technical Evaluation (Maximum score of 60 pts.)**

Proposals that pass the completeness review will undergo a Technical Evaluation conducted by the Evaluation Team. This technical evaluation will identify the proposals that have the highest probability of best serving the needs of NYS OASAS.

The maximum score possible for the Technical Proposal is 60 points. The minimum standard NYS OASAS will accept for the Technical Proposal is 40 points (averaged across all evaluators). This score will be determined by a Selection Review Committee. Those proposals not meeting this minimum standard will not have the Cost Proposal scored and will not be considered for funding. The Technical Proposal score

will then be added to the Cost Proposal score to determine the overall score. The Technical Proposal must not contain any Cost-related information.

### **8.2.3 Technical Proposal Evaluation Criteria**

The bidder's proposal will be evaluated and scored based on the following areas:

- Service Features
- Implementation Plan
- Schedule
- Resumes of Key Staff
- Bidder Qualifications and References
- Service Management Plan
- Training Plan
- Additional Features

### **8.2.4 Level 3: Cost Evaluation (Maximum score of 30 pts.)**

The Total Cost Proposal amount indicated on *Attachment 5 – Cost Proposal Workbook, Pricing Summary* will be considered the Bidder's Cost Proposal. Cost Proposal scores will be determined as follows:

- The lowest Total Cost Proposal (LTCP) shall earn 30 points.
- The remaining Total Cost Proposals (OTCP) shall earn Cost Proposal points by applying the following formula:

$$\frac{\text{LTCP dollar amount (divided by)}}{\text{OTCP dollar amount}} * 30 \text{ points} = \text{Cost Proposal Score}$$

Calculations up to the nearest tenth of a decimal point will be used.

### **8.2.5 Level 4: Presentation (Maximum score of 10 pts.)**

After completion of the Technical and Cost Evaluation, a composite score will be assigned to each proposal, with a technical score weighted at 60 points and a cost score weighted at 30 points to determine finalists for oral presentations. Any Bidders within 10 points of the top Bidder's composite score will be considered as finalists and will be required to deliver a demonstration of their service to the Evaluation Team. The format for the presentation will be provided in advance. This presentation will be geared to assess the Bidders' full understanding of the project requirements and functionality of the service. Up to ten points will be awarded for a Bidder's oral presentation.

## **8.3 Final Composite Score**

A Bidder's proposal score will be converted to a weighted score, with the highest scoring bid on the technical, cost, and oral components receiving the maximum score for that level. The formulae for this conversion are:

Technical: Points = (bid being evaluated divided by highest bid score) x evaluation points

Cost: Points = (lowest dollar amount bid divided by the bid being evaluated) x cost points

The Bidder with the highest composite score of technical, cost, and oral components will be deemed the successful bidder.

#### **8.4 Method of Award**

The Bidder with the highest final composite score shall be selected for award

In the event of tie bids, NYS OASAS shall break the tie using the following three-step order of precedence:

1. Bidder with the lowest cost.
2. Minority, Women Owned, or Small Business Entities.
3. Bidder with the highest scoring Technical Proposal.

All provisions of this RFP and resulting contract award are contingent upon the availability of New York State funds. NYS OASAS, as it deems appropriate, may award all or parts of the proposed *Section 4- Project Scope*.

## **SECTION 9. ADMINISTRATIVE PROPOSAL REQUIREMENTS**

### **9.1 Responsiveness**

Bidders must submit a complete response to this RFP using the format and forms specified in this RFP.

### **9.2 Proposal Format, (A) Cover Letter packet, (B) Technical Proposal and (C) Cost Proposal**

Bidders MUST supply:

- A. Cover Letter packet
- B. Technical Proposal: Each copy is to identify clearly on the cover the Bidder's name, the title of the Request for Proposal, and the wording, "Technical Proposal."
- C. Cost Proposal: All copies of the Cost Proposal must be packaged separately from copies of the Technical Proposal and labeled "Cost Proposal." There should be no cost information in the Technical Proposal.

### **9.3 Number of Copies and Electronic Submission**

Bidders must submit one original and two copies of the Cover Letter and Attachments, one original and ten copies of the Technical Proposal and one original and two copies of the Cost Proposal are required. The original and each copy of the Cover Letter must have original signatures. In addition, two electronic copies of only the Technical Proposal must be submitted on USB flash drives (one copy on each drive) in a Microsoft Office compatible format.

### **9.4 Confidential/Trade Secret Materials**

Information contained in any proposal submitted in response to this RFP will not be divulged to any other Bidder during the proposal review process. Upon execution of a contract for services to be provided pursuant to this RFP, all documents, including bid proposals and the terms of the contract, become public. If a Bidder submitting a proposal believes that public disclosure of portions of a proposal would result in substantial injury to the competitive position of the Bidder's firm, the Bidder shall specifically identify those portions of their proposal they believe contain confidential, proprietary information or trade secrets and provide any justifications why such material, upon request should not be disclosed by NYS OASAS. Such information identified by the Bidder as confidential/proprietary/trade secrets shall be easily separable from the non-confidential/non-proprietary sections of the proposal. and must be clearly marked "Proprietary Information – Not for Public Release." NYS OASAS cannot guarantee that such submissions will be immune from disclosure in all cases.

### **9.5 Proposal Delivery Instructions**

Submission of the Bidder's proposal, with submission of a cover letter, shall be construed by NYS OASAS as the Bidder's acceptance of the procedures, evaluation criteria, and other administrative instructions in the RFP.

**Complete proposals must be submitted by 5:00 p.m. EST, January 28, 2016. Any proposal package received by NYS OASAS after this 5:00 p.m. deadline may not be considered.**

**Mail proposal packages** OR hand-deliver, express/overnight mail, or other carriers (e.g., FedEx or UPS) to the following address:

Karen C. Stackrow  
New York State Office of Alcoholism and Substance Abuse Services  
Bureau of Contracts & Procurements  
1450 Western Avenue, Albany, NY 12203-3526

Complete proposals must have a label on the outside on the package itemizing the following:

**PROPOSALS ENCLOSED** (PREFERABLY BOLD, LARGE PRINT, ALL CAPITAL LETTERS), TITLE OF THIS RFP, BIDDER'S NAME and ADDRESS and PROPOSAL SUBMISSION DATE.

If using a commercial delivery company that requires that you use their shipping package or envelope, your proposal must be placed in 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. Non-Compliance with the submission of proposals as required by this section may result in disqualification of the offering.

Bidders must allow sufficient time for mail delivery to ensure proposal receipt by the deadline. It is recommended that certified or registered mail (return receipt requested) be used. It is the responsibility of the Bidder to follow up with carriers to ensure that the proposal package is received by NYS OASAS in accordance with the listed deadline. Bidders may send an e-mail to NYS OASAS's Designated Contact listed in Section 1.3. Contact for Inquires prior to the deadline to confirm that NYS OASAS has received the proposal package.

No bids submitted via Facsimile or E-mail will be accepted.

## **9.6 Bidder Covenant**

In submitting a proposal, the Bidder covenants that the Bidder will not make any claims for, or have any right to, damages for any misinterpretation or misunderstanding of the specifications or because of any lack of information.

## **9.7 Proposals**

All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The proposal shall be submitted with the understanding that only the acceptance, in writing by a designated duly authorized NYS OASAS 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 Contractor and the State of New York.

## **9.9 General Terms and Conditions**

- A. At the discretion of NYS OASAS, any bidder may be requested to provide a clarification of its proposal.
- B. NYS OASAS may disqualify the Successful Bidder if it is determined that false or inaccurate information has been submitted by a Bidder with regard to proposed candidates, and at NYS OASAS' sole discretion, award the contract to one of the other original Bidders, based on the Bidders' best value scores.
- C. The quality of services shall be subject to inspection by NYS OASAS at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, NYS OASAS acting on its own behalf, may terminate the contract, and employ another Bidder to fulfill the requirements of the contract.

- D.** Submission of a response to this solicitation shall not be construed as a commitment of any sort by NYS OASAS.
- E.** By submission of a proposal, bidder guarantees that prices quoted remain in effect for 180 days after the bid opening date, and if awarded a contract, throughout the contract period.
- F.** NYS OASAS reserves the right to:
1. Prior to the bid opening, amend or modify the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
  2. Change any of the scheduled dates.
  3. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent RFP amendments.
  4. Withdraw the RFP at any time, at NYS OASAS' sole discretion.
  5. Make an award under the RFP in whole or in part.
  6. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of this RFP
  7. Eliminate any mandatory specification that no bidder can meet.
  8. Seek clarifications and revisions of bid proposals.
  9. Reject any and all bid proposals received in response to this procurement.
  10. Make inquiries, at NYS OASAS discretion and by any means it may choose, into a Bidder's background or statements made in the bid to determine the truth and accuracy of statements made by a Bidder.
  11. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's bid and/or to determine a Bidder's compliance with the requirements of the solicitation.
  12. Request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.
  13. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP
  14. Reject and bar from the facility, for cause, any employee hired by the Successful Bidder.
  15. Disqualify any Bidder whose conduct and/or bid fail to conform to the requirements of the RFP.
  16. Negotiate with the selected Bidder within the requirements of this procurement to serve the best interests of the State.
  17. Conduct contract negotiations with the next responsible Bidder, should NYS OASAS be unsuccessful in negotiating with the selected Bidder and
  18. Accept submissions after the due date, if NYS OASAS in its sole discretion, determines there is good cause shown for the delay in the submission(s); and
  19. Utilize any and all ideas submitted in the proposals received.

## **SECTION 10. CONTRACT AWARD**

### **10.1 Period of Contract Award**

The contract will be awarded for a period of ten years.

### **10.2 Notification of Award**

The successful Bidder will be advised of its selection by NYS OASAS through the issuance of a "Notification of Award Letter." Public announcements or news releases pertaining to this proposal or contract shall not be made public without prior approval from NYS OASAS. Unsuccessful Bidders will be notified by a letter of conditional award and possibility that a failed negotiation could result in an alternative award.

### **10.3 Debriefing Unsuccessful Bidders**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Debriefings may be requested by any unsuccessful Bidder, within ten (10) business days after the notification of an unsuccessful bid and conditional award. The debriefing will be limited to only the evaluation results as they apply to the proposal of the Bidder receiving the debriefing.

### **10.4 Expenses Prior Contract**

Under no circumstances will NYS OASAS be responsible for any expenses incurred by the successful Bidder occurring prior to the completion of a fully executed contract.

### **10.5 Contract Negotiations and Approval**

A contract containing terms and conditions will be negotiated with the successful Bidder based on this RFP and the successful proposal. The contract will include, but not be limited to, standard clauses for all New York State contracts, the RFP, the proposal received, and appendices, exhibits, and any other attachments.

During contract negotiations, NYS OASAS expects to have direct access to Bidder's personnel who have full authority to make commitments on behalf of the Bidder. Bidders must include, as part of their proposal, any restrictions under which their primary negotiations will operate.

Any negotiated contract must conform to the laws of New York State and the provisions of this RFP and will be subject to approval by the Office of the Attorney General and the Office of the State Comptroller. The contract will not be considered fully executed until formal approval has been granted by both of these State Control Agencies.

### **10.6 Order of Precedence**

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) the order of precedence shall be: (1) Appendix A- Standard Clauses for All Contracts with New York State; (2) the contract and appendices; (3) RFP; and (4) Bidder's proposal.

### **10.7 Subcontracting**

Subcontracting by the contractor shall not be permitted, except by prior written approval of NYS OASAS. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this Contract Award, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the Award between NYS OASAS and the contractor. The contractor assumes all responsibility and liability for any subcontractor.

## **10.8 Rights to Materials Produced**

All products, data and written materials developed pursuant to this contract shall be and remain the sole property of NYS OASAS. The contractor must secure written permission from NYS OASAS to use any such materials for purposes other than those specified in the Project Scope of Work.

The State of New York shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed or improved, or furnished by the contractor under the resulting contract. All files containing any New York State information are the sole and exclusive property of the State. With regard to Deliverable One, the contractor shall produce the data (in a format acceptable to the State) in the Resource Directory upon the State's request at any time during the contract or upon termination of the contract. The contractor shall not use such data for any purposes not directly related to the contract without prior written permission from the State.

## **10.9 Award Contract in Event of Unsuccessful Negotiation**

Should NYS OASAS be unsuccessful in negotiating a contract with the selected Bidder within a reasonable time as determined by NYS OASAS, then NYS OASAS may begin contract negotiations with the next ranked Bidder in order to serve the best interest of the State of New York.

## **10.10 Electronic Payment Requirement and Submission of Invoices**

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

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

Please note that in conjunction with New York State's implementation of a new Statewide Financial System, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

Payments by the State shall be made on a monthly basis, approved by NYS OASAS. Invoices shall be submitted to the NYS OASAS Finance Unit for verification, approval, and payment.

The following information should be included on all invoices. Failure to do so may result in delay of payment and/or non-payment of invoice until such information is provided.

- NYS OASAS as customer agency
- Invoice number or account number
- Invoice Date
- Your organization's SFS Vendor Number
- NYS OASAS Unit ID of 3670000
- Contract ID Number (.i.e.: OAS01-C00XXXX-3670000) associated with the invoice

- Line item details that match the corresponding PO line item

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

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

NYS OASAS  
C/o NYS OGS Business Services Center  
P.O. Box 2117  
Albany, NY 1220-0117

Beginning with year 6 of the contract and upon contractor request, rates may be adjusted annually by the CPI-U or 1.5%, whichever is lower at the sole discretion of the NYS OASAS.

### **10.11 Contractor Transition Responsibilities**

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires, or is rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of services to the State or a third party designated by the State. The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must provide the State with data generated from the inception of the Contract through the date on which the Contract is terminated in a comma-delineated format, unless otherwise requested by the State.

## **SECTION 11. CONTRACT CLAUSES AND REQUIREMENTS**

### **11.1 APPENDIX A – Standard Clauses for New York State Contracts**

APPENDIX A, Standard Clauses for New York State Contracts, dated January 2014 (or later if revised after the release of this RFP), attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for reference.**

### **11.2 Contractor Requirements And Procedures For Business Participation Opportunities For New York State Certified Minority- And Women-Owned Business Enterprises And Equal Employment Opportunities For Minority Group Members And Women. (APPENDIX B)**

#### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of NYS OASAS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (Disparity Study). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that NYS OASAS establishes goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises (MWBE) and the employment of minority groups members and women in the performance of New York State contracts.

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, NYS OASAS hereby establishes an overall goal of 30% for MWBE participation, 12% for Minority-Owned Business Enterprises (MBE) participation and 18% for Women-Owned Business Enterprises (WBE) participation (based on the current availability of qualified MBEs and WBEs). A contractor (Contractor) on the subject contract (Contract) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that NYS OASAS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>. For guidance on how NYS OASAS will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

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

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

By submitting a bid or proposal, a bidder on the Contract (Bidder) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #1 (APPENDIX B) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to NYS OASAS.
- B. NYS OASAS will review the submitted MWBE Utilization Plan and advise the Bidder of NYS OASAS acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany, NY a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYS OASAS to be inadequate, NYS OASAS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #2 (APPENDIX B). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. NYS OASAS may disqualify a Bidder as being non-responsive under the following circumstances:
  - (1) If a Bidder fails to submit a MWBE Utilization Plan;
  - (2) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (3) If a Bidder fails to submit a request for waiver; or
  - (4) If NYS OASAS determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to NYS OASAS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 (APPENDIX B) to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany NY by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

### **Equal Employment Opportunity Requirements**

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

Bidder further agrees, where applicable, to submit with the bid a staffing plan on Form #4 (APPENDIX B) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the NYS OASAS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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

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

Contractors are required to submit a Contractor's Work Force Employment Utilization/Compliance Report on Form #5 (APPENDIX B) to the Office of Alcoholism and Substance Abuse Services at 1450 Western Avenue in Albany NY by the 15<sup>th</sup> day following each end of quarter.

### **11.3 NYS Vendor Responsibility Questionnaire**

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

NYS Agencies are required to undertake an affirmative review of the responsibility of any Contractor to whom they propose to make a contract award. Such review is designed to provide reasonable assurances that the proposed Contractor is responsible. A responsibility determination 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.

NYS OASAS recommends that Contractors file the required Vendor Responsibility Questionnaire online via the NYS VendRep System. To enroll in and use the NYS VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/info\\_vrsystem\\_vendor.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

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

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

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

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

## 11.4 **Consultant Disclosure Law**

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

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

*\*NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.*

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

**Department of Civil Service**  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Counsel's Office

**Office of the State Comptroller**  
Bureau of Contracts  
110 State St., 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consulting Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the State agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

Further information is available in the Office of the State Comptroller's Guide to Financial Operations, Chapter XI Procurement and Contract Management, Section 18. Miscellaneous Legislative

## **11.5 Ethics Compliance**

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

## **11.6 Indemnification**

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

## **11.7 Tax and Finance Clause**

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

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

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

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with

bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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

## **11.8 Contractors Insurance Requirements**

The Successful Contractor 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, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and the contract. Before commencing the work, the Successful Contractor 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:

1. A policy covering the obligations of the Successful Contractor 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 Contractor procures such policy and maintains it until acceptance of the work. The successful Bidder will need to supply NYS OASAS with a copy of form C-105.2, Certificate of Workers' Compensation Insurances, and a copy of form DB-120.1, Disability Benefits Insurance, or a copy of form CE-200, Attestation of Exemption. These forms can be obtained from your insurance carrier. The name and address of NYS OASAS must appear as the entity requesting proof of coverage (listed as the certificate holder) on form C-105.2 and DB-120.1.
2. 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:
  - a. Successful Contractor's Liability Insurance issued to and covering the liability of the Successful Contractor with respect to all work performed by it under this proposal and the contract.
  - b. 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 Contractor or by its subcontractors, including omissions and supervisory acts of the State.

## **11.9 Important Notice Regarding NYS Freedom Of Information Law (FOIL)**

The Office of Alcoholism and Substance Abuse Services is required to provide public access to certain documents it maintains. The Freedom of Information Law, however, Section 87.2 (d) of the Public Officers Law, allows exception for trade secret information which, if disclosed, could cause substantial injury to the competitive position of the Contractor's enterprise.

Should a Contractor believe that certain portions of its proposal qualify for trade secret status; the Contractor must submit in writing, accompanying its proposal, explicit justification and cite the specific portions of

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

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

### **11.10 Confidentiality and Nondisclosure**

Contractor agrees to abide by all applicable provisions of the New York State Cyber Security Policy (<http://its.ny.gov/eiso>) and NYS OASAS policies and procedures to comply with State and Federal security requirements and confidentiality of information. The Contractor acknowledges that all information and documentation pertaining to NYS OASAS and when applicable, its claimants or its constituents, is confidential to the extent provided by law. The Contractor shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is: a) previously known by Contractor; b) generally available to the public; c) subsequently disclosed to Contractor by a third party who is not under an obligation of confidentiality with the Issuing Entity; or d) independently developed by Contractor. Contractor shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The Contractor firm or subcontractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project.

### **11.11 Non-Collusive Bidding Practices**

**(Appendix D)** The Bidders shall submit, as part of the bid, a completed copy of the Certificate of Bidding Practices. This will certify that, to the best of the Bidders' knowledge and belief:

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

### **11.12 Procurement Lobbying Law**

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in this solicitation. NYS 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.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

From the issuing date of this RFP until a determination is made regarding the selection of the Successful Bidder, all Bidders contact with NYS OASAS relative to this procurement must be authorized by NYS

OASAS and Bidders may not approach NYS OASAS' personnel with offers of employment from the issuing date of this RFP until a determination is made regarding the selection of the Successful Bidder unless the intent to offer employment has been approved in advance by NYS OASAS.

### **11.13 Disclosure of Prior Non-Responsibility Determinations (Appendix G)**

New York State Finance Law §139-k (2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9).

In accordance with State Finance Law §139-k, an offerer (hereinafter referred to as Bidder) must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer (Bidder)" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (e.g., contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination.

In accordance with law, no procurement contract shall be awarded to any Bidder that fails to disclose, in a timely manner, accurate or complete information under this section, unless a finding is made that the award of the procurement contract to the Bidder is necessary to protect public property or public health safety and that the Bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its RFP or bid documents, or specifications or contract documents, as applicable, for procurement contracts. The Bidder Disclosure of Prior Non-Responsibility Determinations form (see Appendix G) is to be completed and submitted by the individual or entity seeking to enter into a procurement contract.

### **11.14 Regulations and Guidelines**

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

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

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

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

### **11.15 Public Announcements**

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

### **11.16 Acceptance**

The proposals shall be submitted with the understanding that only the acceptance in writing by the Associate Commissioner, Division of 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 Contractor and the State of New York.

### **11.17 Iran Divestment Act**

**(Appendix I)** By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should NYS OASAS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, NYS OASAS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then NYS OASAS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

NYS OASAS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

### **11.18 Third Party Web-Based Information and Application Development**

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYS OASAS and the results of such testing must be satisfactory to NYS OASAS before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

### **11.19 Security Breach Notification**

If the Contractor breaches the confidentiality of a person’s HIPAA or State-protected information, the Contractor must (i) promptly cure any deficiencies; and (ii) comply with any applicable federal and State laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to

the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within two hours after becoming aware of the use or possible disclosure.

#### **11.20 Employment Opportunities for New York State Residents**

The Contractor must agree 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 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.

## SECTION 12. TERMINATION

### 12.1 Termination

An Agreement resulting from this RFP shall be subject to the following termination provisions:

- A. The State shall have the right to terminate the Agreement early for:
  - 1. unavailability of funds;
  - 2. cause; or
  - 3. convenience.
- B. **Termination (for Non-responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYS OASAS officials or staff, the Contract may be terminated by the Commissioner of NYS OASAS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of NYS OASAS or her designee to be non-responsible. In such event, the Commissioner of NYS OASAS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- C. All or any part of the Agreement may be terminated by NYS OASAS for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including the attachments hereto, provided that NYS OASAS shall give the Contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand – receiving the Bidder's receipt therefore, such written notice to specify the Bidder's failure and the termination of the Agreement. Termination shall be effective 10 business days from receipt of such notice, established by the receipt returned to NYS OASAS, unless the Bidder, in the opinion of NYS OASAS, has cured said failure. The Bidder agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. If the Agreement is terminated for cause, NYS OASAS shall have the right to award a new contract to a third party. In such event, the Bidder shall be responsible for damages, and for all additional costs incurred in reassigning the contract.
- E. The Agreement may be terminated for convenience if NYS OASAS deems that termination would be in the best interest of NYS OASAS, provided that NYS OASAS shall give written notice to the Contractor not less than 30 days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of the Contractor's receipt for notice in the case of hand delivery. The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible.
- F. It is understood that NYS OASAS reserves the right to suspend or reduce the Contractor services during the term of the Agreement. Such action(s) by NYS OASAS shall not be considered a breach of the Agreement or otherwise give rise to damages on the part of the Contractor provided, however, that the Contractor is given written notification of such action.
- G. The State shall have the right to terminate the Agreement in the event that it is found that the certification filed by the Contractor in accordance with NYS Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete.
- H. The Agreement may be deemed terminated immediately at the option of NYS OASAS upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be

immediate and complete, without termination costs or further obligations by NYS OASAS to the Contractor.

- I. In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. The Contractor shall take all reasonable measures to mitigate any damages for which NYS OASAS may be liable.

**APPENDIX A  
STANDARD CLAUSES FOR NEW YORK STATE  
CONTRACTS**

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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### **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, licenser, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent

to payment by the State of any State approved sums due and owing for work done upon the project.

**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 set-off 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.**

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default. The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## **APPENDIX B**

# **MINORITY AND WOMEN OWNED BUSINESS STANDARDIZED FORMS**

A complete list of all standardized forms and form letters utilized by the MWBE Program are contained herein. (See attachments)

### **MWBE Unit Forms Applicable ONLY when Goals Assigned to Contract and Subcontractors Solicited -**

- Form 1: MWBE Utilization Plan
- Form 2: Waiver Request
- Form 3: MWBE Quarterly Contractor Compliance Report
- Form 4\*: Staffing Plan
- Form 5: Workforce Employment Utilization Report
- Form 6: Minority and Women-Owned Business Enterprises-Equal Employment Opportunity Program (MWBE-EEO) Policy Statement

*\* Denotes form required at the time bid documents are submitted to agency.*

## ATTACHMENTS

Attachment 1	Notice of Intent to Submit Bid
Attachment 2	Bidder's Experience and References
Attachment 3A	User Stories
Attachment 3B	Hosting Solution Requirements
Attachment 3C	Security and Privacy Requirements
Attachment 3D	Data Element Tables
Attachment 3E	Sample Standard Reports
Attachment 3F	Prevention Guidelines
Attachment 4	Checklist of Submission Requirements
Attachment 5	Cost Proposal Workbook

**Attachment 1**  
**Notice of Intent to Submit Bid**

Karen C. Stackrow, Contract Management Specialist 2  
New York State Office of Alcoholism and Substance Abuse Services  
Bureau of Contracts & Procurements  
1450 Western Avenue, Albany, NY 12203-3526

RE: Prevention Reporting System **RFP**

Dear Ms. Stackrow:

This letter of intent is to notify NYS OASAS of intent to submit a bid in response to the above RFP.

Our main point of contact for the purpose of this bid will be:

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Attachment 2

### Bidder's Experience and References

(Required to provide 3, plus 1 for each subcontractor if applicable)

**Reference 1**

<b>Current Date</b>		
<b>Bidder's legal company name</b>		
<b>Company</b>	<b>street</b>	<b>address</b>
<b>Company city, state, zip</b>		
<b>Company phone</b>		
<b>Company fax</b>		

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

**Reference 2**

<b>Current Date</b>		
<b>Bidder's legal company name</b>		
<b>Company</b>	<b>street</b>	<b>address</b>
<b>Company city, state, zip</b>		
<b>Company phone</b>		
<b>Company fax</b>		

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

**Reference 3**

<b>Current Date</b>		
<b>Bidder's legal company name</b>		
<b>Company</b>	<b>street</b>	<b>address</b>
<b>Company city, state, zip</b>		
<b>Company phone</b>		
<b>Company fax</b>		

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

**Subcontractor (add additional pages as needed)**

<b>Current Date</b>
<b>Subcontractor legal company name</b>
<b>Company street address</b>
<b>Company city, state, zip</b>
<b>Company phone</b>
<b>Company fax</b>

**Subcontractor Reference**

<i>Reference Name:</i>	
<i>Reference Main Line of Business:</i>	
<i>Reference Contact Information</i>	
<i>Primary Contact Person's Name:</i>	
<i>Title:</i>	
<i>Affiliation/Company employed by</i>	
<i>Mailing Address:</i>	
<i>Phone:</i>	
<i>E-mail:</i>	
<i>Provide a brief description of a recent project for which they are serving to reference.</i>	
Project Name:	
Project Description:	
Project Dollar Amount:	
Relevance to RFP:	

## **Attachment 3A – User Stories**

Follow link to obtain Attachment 3A (Excel spreadsheet) on OASAS Website  
[http://www.oasas.ny.gov/procurements/documents/PRS/OASAS\\_PRS\\_RFP-Attach3A\\_User\\_Stories.xlsx](http://www.oasas.ny.gov/procurements/documents/PRS/OASAS_PRS_RFP-Attach3A_User_Stories.xlsx)

## **Attachment 3B – Hosting Solution Requirements**

Follow link to [Attachment 3B](#) within this RFP document

## **Attachment 3C – Security and Privacy Requirements**

Follow link to [Attachment 3C](#) within this RFP document

## **Attachment 3D – Data Element Tables**

Follow link to [Attachment 3D](#) within this RFP document

## **Attachment 3E - Sample Standard Reports**

Follow link to [Attachment 3E](#) within this RFP document

## **Attachment 3F – Prevention Guidelines**

Follow link to Attachment Prevention Guidelines on OASAS  
Website: <http://www.oasas.ny.gov/prevention/documents/2014PreventionGuidelines.pdf>

## **Attachment 4**

### **Checklist of Submission Requirements**

**[ ] Cover Letter**

- Representative of Bidder for this proposal (name, name of company, address, telephone number, and e-mail address)
- Signed by an official authorized to bind Bidder to all provisions
- Statement that Bidder meets the requirements of Section 2 – Minimum Bidder Qualifications
- Acknowledgement that the costs set forth in the Cost Proposal are firm costs that are binding and irrevocable for a period of not less than 180 days from the date of proposal submission.
  
- Acknowledgement that the Bidder understands and accepts the provisions of this RFP and all attachments thereto.
  
- Identify any questions or anticipated difficulty with any such contract provisions. NYS OASAS reserves the right to reject any or all issues raised by a Bidder and require full acceptance of the terms of this RFP.

**Attachments to Cover Letter:**

- Appendix B – Minority and Women Owned Form 4
- Appendix C – MacBride Fair Employment Principles
- Appendix D – Affidavit of Non-Collusion
- Appendix E – Compliance with Restricted Period Communications
- 
- Appendix G - Offerer Disclosure of Prior Non-Responsibility Determinations
- 
- 

**[ ] Technical Proposal**

- One original and ten complete copies of Technical Proposal.
- Two copies of Technical Proposal on separate USB flash drives.
- Each set includes Bidder’s Experience and References forms (Attachment 2)
- Each set includes completed User Stories matrix (Attachment 3A)
- Each set identified on cover with Bidder’s name, name of RFP and phrase: “Technical Proposal”
- All copies of a technical proposal packaged together, separate from cost proposal, and sealed.
- Outside of package identified with name of RFP and phrase: “Technical Proposal”

**[ ] Original and five complete sets of Cost Proposal (Attachment 5)**

- Each set identified on cover with Bidder’s name, name of RFP and phrase: “Cost Proposal”
- Each set includes all required pricing information and Service Change Management hourly rates breakdown
- All copies of cost proposal packaged together, separate from technical proposal, and sealed
- Outside of package identified with name of RFP and phrase: “Cost Proposal”

**Attachment 5**  
**Cost Proposal Workbook**

Bidders shall complete the Cost Proposal Workbook (Excel spreadsheet) available on the OASAS Website at [http://www.oasas.ny.gov/procurements/documents/PRS/OASAS\\_PRS\\_RFP-Attach5\\_Cost\\_Proposal\\_WB.xlsx](http://www.oasas.ny.gov/procurements/documents/PRS/OASAS_PRS_RFP-Attach5_Cost_Proposal_WB.xlsx).

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
PREVENTION REPORTING SYSTEM**

**ATTACHMENT 3B – HOSTING SOLUTION REQUIREMENTS**

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**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
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ID	Hosting Solution Requirements
	<b>1 Hardware and Software</b>
Hosting-1	The Contractor shall provide the hardware, software, communications, and other infrastructure necessary to meet the requirements of the contract at no additional cost to the State, including any licenses that must be maintained.
	<b>2 Hosting Environment</b>
Hosting-2	The Contractor shall maintain a US-based secure hosting environment to provide required services under this Contract.
Hosting-3	The Contractor shall provide a secure, Tier III data center to house equipment, with 24/7 system monitoring, managed firewall services, and managed backup services.
Hosting-4	The data center shall meet the specifications of a Tier III data center as per the Uptime Institute guidelines, to include a system uptime of 99.98%.
Hosting-5	The Contractor shall have an alternate secure hosting site available in the event that it is not possible to restore operations in the primary site within the Recovery Time Objective of 2 days.
	<b>2.1 Network</b>
Hosting-6	The data center shall have a redundant, fault-tolerant network and connections to the Internet.
Hosting-7	The Contractor shall benchmark speed and performance of data upload based on expected file sizes as provided by NYS OASAS.
Hosting-8	The Contractor shall maintain sufficient network bandwidth to support concurrent multiple users, maintaining acceptable performance against benchmarks as defined in the Service Level Agreement.
Hosting-9	The Contractor shall not be responsible for issues on State networks or the public Internet.
	<b>2.2 Environmental Systems</b>
Hosting-10	The data center shall have fault tolerant, redundant environmental systems, including power, temperature and humidity control, and fire suppression as specified for Uptime Institute Tier III data center classification.
	<b>2.3 Physical Security</b>
Hosting-11	The data center shall be physically secured as specified for Uptime Institute Tier III data center classification.

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
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<b>ID</b>	<b>Hosting Solution Requirements</b>
Hosting-12	Access to the data center shall be restricted to authorized personnel using multi-layered controls and procedures.
Hosting-13	Policies for granting access shall be in place and followed.
Hosting-14	Access shall only be granted to those with a need to perform tasks in the data center and shall be audited in accordance with all applicable regulations and NYS security policy and standards.
	<b>2.4 Network, Server and Application Security</b>
Hosting-15	The data center network shall include robust firewall, intrusion prevention and intrusion detection systems to prevent and detect unauthorized access and isolate local system components.
	<b>3 System Management and Monitoring</b>
Hosting-16	The Contractor shall monitor all servers and applications.
Hosting-17	The Contractor shall use appropriate automated and manual tools and processes to monitor performance, as well as prevent and detect unauthorized access.
Hosting-18	All servers and devices shall have currently-supported and hardened operating systems, employing up to date anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities.
	<b>4 Maintenance</b>
Hosting-19	The Contractor shall perform all required system maintenance of hardware and software components necessary to achieve the service level indicated above.
	<b>5 Business Continuity and Disaster Recovery</b>
Hosting-20	Systems shall be configured with level of redundancy so that typical component failures do not disrupt service as specified for Uptime Institute Tier III data center classification.
Hosting-21	The Contractor shall define, implement and exercise adequate business continuity and disaster recovery procedures. These procedures will be reviewed and approved by NYS OASAS prior to implementation.
Hosting-22	The Contractor shall create and provide to NYS OASAS documented disaster recovery plans that address the recovery of hardware, software and data.

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
PREVENTION REPORTING SYSTEM**

<b>ID</b>	<b>Hosting Solution Requirements</b>
Hosting-23	The disaster recovery plan, to be approved by NYS OASAS, shall be designed to meet the NYS OASAS Recovery Time Objective of 2 days and Recovery Point Objective of 12 hours.
Hosting-24	The Contractor shall adhere to a defined and documented back-up schedule and procedure, including regular full and incremental back-up.
Hosting-25	The Contractor shall manage back-up, off-site data storage, and restore operations.
Hosting-26	Tapes or other back-up media shall be securely transferred from the primary site to another secure location to avoid complete data loss with the loss of a facility.
Hosting-27	Data on media being transferred shall be encrypted with an algorithm and Key which meets NYS standards and is approved by NYS OASAS.

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**ATTACHMENT 3C – SECURITY AND PRIVACY REQUIREMENTS**

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**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
PREVENTION REPORTING SYSTEM**

ID	Requirement
	<b>1 Privacy and Security</b>
Security-1	The Contractor shall manage and monitor privacy and security in conformance with established standards through the creation and definition of privacy and security policies, procedures and controls. Specific standards that are applicable include: New York State Office of Information Technology Services policies on Security; Electronic Code of Federal Regulations, Title 42: Public Health, Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Records; Health Insurance Portability and Accountability Act (HIPAA); FERPA.
Security-2	The Contractor shall be responsible for privacy and security management, monitoring and testing through the term of this Contract.
Security-3	The Contractor shall ensure consistent de-identification and encryption of protected health information and personally identifiable information (PHI/PII) by using an NYS OASAS approved de-identification procedures, software or appliance.
	<b>1.1 Privacy and Security Objectives</b>
Security-4	The Contractor shall implement policies, procedures and controls to meet key privacy and security objectives including but not limited to the following:
Security-5	The Contractor shall prevent and detect unauthorized physical access and use in accordance with the hosting and infrastructure requirements specified in Attachment 3B – Hosting Solution Requirements.
Security-6	Technical and administrative safeguards shall be in place to prevent and detect unauthorized or inappropriate access to electronic information.
Security-7	The Contractor shall protect against corruption, loss of use or destruction of key data and critical systems.
Security-8	Key electronic data shall be backed-up and maintained off-site in accordance with the hosting and infrastructure requirements specified in Attachment 3B – Hosting Solution Requirements.
Security-9	Recovery procedures for mission-critical data, in the event of a business interruption or disaster, shall be implemented and maintained in accordance with the hosting and infrastructure requirements specified in Attachment 3B – Hosting Solution Requirements.
Security-10	The Contractor shall monitor, report to NYS OASAS’ designated contact immediately, and resolve cyber privacy and/or security issues.
Security-11	Following resolution of a cyber security issue, the Contractor shall inform NYS OASAS of the root cause and method(s) of resolution of the security issue.

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
PREVENTION REPORTING SYSTEM**

ID	Requirement
Security-12	Safeguards, controls, procedures, and logs shall be reviewed with sufficient frequency to comply with Attachment 3B - Hosting Solution Requirements. Security concerns and issues shall be promptly reported to appropriate management for resolution.
Security-13	The Contractor shall review and test technical, administrative and physical security controls to ensure confidentiality, integrity and availability in accordance with the requirements specified in Attachment 3B – Hosting Solution Requirements.
	<b>1.2 Secure Website for the PRS Application</b>
Security-14	The Website landing page shall clearly indicate that the PRS application is a NYS program and shall display NYS OASAS approved logos, title, text and banner regarding unauthorized use.
Security-15	The Website content shall only be accessible to users as authorized by NYS OASAS.
Security-16	User authentication shall be through the use of NY.Gov ID credentials and services.
Security-17	The Website shall be updated as warranted by changes or developments in the PRS program and upon request by NYS OASAS.
	<b>1.3 System Vulnerability Testing</b>
Security-18	The Contractor shall review and conduct system vulnerability tests of the infrastructure, including all systems and applications, to ensure they protect program systems and data.
Security-19	System vulnerability tests shall focus on the technical, administrative, and physical security controls that have been implemented in order to provide confidentiality, integrity, and availability.
Security-20	The Contractor shall ensure applications have been thoroughly tested and hardened to prevent critical application security flaws by conducting periodic application vulnerability testing consistent with NYS published policies and standards.
Security-21	Prior to production implementation, the Contractor shall arrange for the performance of security and vulnerability testing of each new application by a third party qualified to perform such tests, including penetration tests.
Security-22	The Contractor shall submit for review and approval by the State, the proposed scope of testing as well as the name and qualifications of the party performing the tests. The Contractor is responsible for the costs of this testing. The State may elect to perform independent testing.
Security-23	Testing shall confirm that systems and applications are free of defects such as buffer overflow, cross-site scripting, SQL injection, and limited to authorized access.

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ID	Requirement
Security-24	Testing shall also confirm that intrusion prevention and detection measures, including but not limited to network or application firewalls, are properly implemented and configured and perform as expected, detecting and prohibiting unauthorized access.
Security-25	The Contractor shall address and resolve any significant, identified vulnerability and must arrange for repeat testing to confirm resolution.
Security-26	The Contractor shall resolve any identified vulnerability in accordance with the NYS OASAS security guidelines.
	<b>1.4 System Maintenance</b>
Security-27	The Contractor shall use system maintenance methods to prevent unauthorized system changes and to ensure appropriate system changes in accordance with NYS security standards.
Security-28	The Contractors shall ensure that authorized system maintenance activities do not unintentionally disrupt service or degrade established security mechanisms and are conducted in accordance with the specifications in Attachment 3B – Hosting Solution Requirements.
Security-29	The Contractor shall create and maintain change management documentation and procedures.
Security-30	The Contractor shall perform code review and test all system changes prior to release into the production environment. The use of a QA environment for such testing is expected.
Security-31	The Contractor shall establish secure coding patterns and perform code review to ensure compliance with patterns and best practices.
Security-32	All software and firmware shall be free of malicious code.
Security-33	The application shall not store authentication credentials or sensitive data in its source code.
	<b>1.5 Annual Security Risk Assessment</b>
Security-34	The Contractor shall, at NYS OASAS’ option, conduct an annual security risk assessment, performed by an independent third-party security Contractor, to verify that the Contractor's environment(s) containing the program data is secure and systems meet applicable standards described above.
Security-35	The Contractor shall provide a certified copy of the Security Risk Assessment to NYS OASAS within 30 days of completion (assuming NYS OASAS exercises the option to conduct such an assessment). Issues identified in the Risk Assessment should be addressed with a plan for resolution, and resolved within 90 days of the Risk Assessment.
	<b>1.6 Access Management</b>

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
PREVENTION REPORTING SYSTEM**

ID	Requirement
Security-36	The Contractor shall integrate its access control mechanisms with NY.Gov ID as needed to provide access for authorized User and NYS OASAS staff.
Security-37	The Contractor shall provide mechanisms and processes consistent with NYS security policy and standards for non-application-level accesses (non-NY.gov ID access such as local system and database accounts) and/or details of system authorization assignments if the Contractor manages authorizations locally.
Security-38	The Contractor shall employ least-privilege, role-based access to ensure that users have access to only the functions and data required and authorized.
Security-39	The Contractor shall limit the number of staff that can grant or modify access to that required to meet the business objective.
	<b>1.6.1 Session Termination</b>
Security-40	The secure Website that provides access to the PRS application(s) shall enforce session timeouts during periods of user inactivity and maximum session times (absolute timeouts), not to exceed timing guidance as defined by system security best practices such as, but not limited to NIST, ARRA/HITECH, and HIPAA, and NYS policies and standards.
Security-41	The secure Website that provides access to the PRS application(s) shall enforce maximum session times (absolute timeouts), not to exceed timing guidance as defined by system security best practices such as, but not limited to NIST, ARRA/HITECH, and HIPAA, and NYS policies and standards.
Security-42	The secure Website that provides access to the PRS application(s) shall allow a user to explicitly and completely terminate a session.
	<b>1.6.2 Periodic Review</b>
Security-43	The Contractor shall review and confirm, at least quarterly, that all active users are still authorized and associated with providers or other NYS OASAS authorized organization(s).
Security-44	Access to PRS application(s) for terminated, unauthorized or inactive users shall be disabled within 5 business days of requests and as required by NYS security policy and standards.
	<b>1.7 Logging</b>
Security-45	The Contractor shall ensure that all data transmission, access and processing activities are logged in accordance with the NYS Logging and Auditing Standard as issued by the NYS CIO.

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS)  
PREVENTION REPORTING SYSTEM**

ID	Requirement
Security-46	The Contractor shall store all server, web service and database access logs for ten (10) years following the contract period termination.
Security-47	Log data shall be transmitted to NYS OITS routinely, preferably in real-time by a method determined with NYS OASAS and NYS OITS, to ensure that full audit trails are available and can be followed if necessary.
Security-48	<p>The Contractor shall capture all relevant data elements in logs, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Access date and time</li> <li>• Username attempting access</li> <li>• Success or failure of access</li> <li>• Source of access</li> <li>• Target of access</li> </ul>
	<b>1.8 Monitoring</b>
Security-49	The Contractor shall generate, provide to NYS OASAS, and review routine reports regarding system access at least monthly.
Security-50	The Contractor shall review the log information collected on a regular basis, as defined by systems security best practices and regulations (NIST, ARRA/HITECH, and HIPAA) and NYS policies and standards to identify unauthorized or inappropriate access to any device or service within the network, suspicious network scans or other anomalies.
Security-51	The Contractor shall audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements.
Security-52	In addition to the data captured in these reports, the Contractor's system shall retain additional detailed information, suitable for forensics and provided to NYS OASAS upon request.
	<b>1.9 Unauthorized Release, Access, Use or Disclosure of Data</b>
Security-53	The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by NYS OASAS.
Security-54	The Contractor shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit.
Security-55	The solution shall provide the ability to encrypt data in motion and at rest in compliance with the HITECH Act.
Security-56	The solution shall provide the ability to encrypt data during transmission employing FIPS 140-2 compliant cryptographic controls in accordance with NIST Special Publication 800-52.

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PREVENTION REPORTING SYSTEM**

ID	Requirement
Security-57	The solution shall provide the ability to encrypt data at rest in accordance with NIST Special Publication 800-111.
Security-58	The solution shall provide standards and role based security implemented throughout the architecture, to restrict access to the data at the system, database, application, and web interface level. For example, the general public would have limited ability to filter data whereas a government agency may have the ability to load different datasets and perform more advanced queries of the data. Note that security will need to be applied at the data element level to protect sensitive information such as social security or medical record numbers.
Security-59	The solution shall provide HIPAA complaint audit trails.
Security-60	The implemented solution and all related vendor operations shall be fully HIPAA compliant.
Security-61	The Contractor shall provide written notification of any breach in security to the State immediately upon becoming aware of the occurrence.
Security-62	The Contractor shall fully cooperate with the State in investigation of any breach, security incident or vulnerability.
Security-63	The Contractor shall be solely liable for costs associated with any data breach associated with services provided through this contract, including but not limited to notification and any costs incurred or damages assessed.
Security-64	Failure to comply with provisions regarding release, access, use or disclosure of data could be a violation of NYS or Federal laws and rules and may lead to damages and breach of the Contract.

**Data elements by Service Approach (this list is not all inclusive and is subject to change based on NYS OASAS’s needs)**

<b>EBP Education (Model) (recurring)</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Planned Total # of Participants	Number of participants planned to be served during prevention planning year
Planned # of Groups	Number of groups planned to be served during prevention planning year
Model Name	Code table to be provided by NYS OASAS
Description	Pre-filled with selected Model Name but not frozen
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>o County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>o City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>o ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>o School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Start Date	Date of first group session (user selects from calendar)
Group Name	Group name
IOM Category	Code table to be provided by NYS OASAS
Geo Type	Frozen at Geo Type selected in <u>Workplan development</u> section
County	Frozen at County selected in <u>Workplan development</u> section
City/Town	User selects from list dependent on City/Towns selected in <u>Workplan development</u> section
Zip Code	User selects from list dependent on Zip Codes selected in <u>Workplan development</u> section
School District	Frozen at School District selected in <u>Workplan development</u> section
School	User selects from list dependent on Schools selected in <u>Workplan development</u> section
Comments	Comments about selected strategy
Total # of Participants in Group	Total number of participants in group
Gender	Gender distribution of group
Age	Age distribution of group (code tables to be provided by NYS OASAS)
Ethnicity	Ethnicity distribution of group (code tables to be provided by NYS OASAS)
Race	Race distribution of group (code tables to be provided by NYS OASAS)
Session #	Session number (system generated)
Session Date	Date of group session (user selects from calendar)
Total # of Participants in Session	Number of participants that attended session
Comments	Comments about session

**Attachment 3D – Data Element Tables**

<b>Non-EBP Education (Non-Model) (recurring)</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Planned Total # of Participants	Number of participants planned to be served during prevention planning year
Planned # of Groups	Number of groups planned to be served during prevention planning year
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Start Date	Date of first group session
Group Name	Group name
IOM Category	Code table to be provided by NYS OASAS
Geo Type	Frozen at Geo Type selected in <u>Workplan development</u> section
County	Frozen at County selected in <u>Workplan development</u> section
City/Town	User selects from list dependent on City/Towns selected in <u>Workplan development</u> section
Zip Code	User selects from list dependent on Zip Codes selected in <u>Workplan development</u> section
School District	Frozen at School District selected in <u>Workplan development</u> section
School	User selects from list dependent on Schools selected in <u>Workplan development</u> section
Comments	Comments about selected strategy
Total # of Participants in Group	Total number of participants in group
Gender	Gender distribution of group
Age	Age distribution of group (code tables to be provided by NYS OASAS)
Ethnicity	Ethnicity distribution of group (code tables to be provided by NYS OASAS)
Race	Race distribution of group (code tables to be provided by NYS OASAS)
Session #	Session number (system generated)
Session Date	Date of group session (user selects from calendar)
Total # of Participants in Session	Number of participants that attended session
Comments	Comments about session

**Attachment 3D – Data Element Tables**

<b>Information Awareness (one-time)</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Planned Total # of Participants	Number of participants planned to be served during prevention planning year
# of Planned Events	Number of planned events during prevention planning year
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Date	Date of event (user selects from calendar)
Event Name	Description of event
IOM Category	Code table to be provided by NYS OASAS
Geo Type	Frozen at Geo Type selected in <u>Workplan development</u> section
County	Frozen at County selected in <u>Workplan development</u> section
City/Town	User selects from list dependent on City/Towns selected in <u>Workplan development</u> section
Zip Code	User selects from list dependent on Zip Codes selected in <u>Workplan development</u> section
School District	Frozen at School District selected in <u>Workplan development</u> section
School	User selects from list dependent on Schools selected in <u>Workplan development</u> section
Comments	Comments about selected strategy
Total # of Participants	Total number of participants reached by event

**Attachment 3D – Data Element Tables**

<b>Community Capacity Building (one-time)</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Planned Total # of Participants	Number of participants planned to be served during prevention planning year
# of Planned Events	Number of planned events during prevention planning year
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Date	Date of event (user selects from calendar)
Event Name	Description of event
IOM Category	Code table to be provided by NYS OASAS
Geo Type	Frozen at Geo Type selected in <u>Workplan development</u> section
County	Frozen at County selected in <u>Workplan development</u> section
City/Town	User selects from list dependent on City/Towns selected in <u>Workplan development</u> section
Zip Code	User selects from list dependent on Zip Codes selected in <u>Workplan development</u> section
School District	Frozen at School District selected in <u>Workplan development</u> section
School	User selects from list dependent on Schools selected in <u>Workplan development</u> section
Comments	Comments about selected strategy
Total # of Participants	Total number of participants reached by event

**Attachment 3D – Data Element Tables**

<b>Positive Alternatives – Recurring</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Planned Total # of Participants	Number of participants planned to be served during prevention planning year
Planned # of Groups	Number of groups planned to be served during prevention planning year
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Start Date	Date of first group session (user selects from calendar)
Group Name	Group name
IOM Category	Code table to be provided by NYS OASAS
Geo Type	Frozen at Geo Type selected in <u>Workplan development</u> section
County	Frozen at County selected in <u>Workplan development</u> section
City/Town	User selects from list dependent on City/Towns selected in <u>Workplan development</u> section
Zip Code	User selects from list dependent on Zip Codes selected in <u>Workplan development</u> section
School District	Frozen at School District selected in <u>Workplan development</u> section
School	User selects from list dependent on Schools selected in <u>Workplan development</u> section
Comments	Comments about selected strategy
Total # of Participants	Total number of participants in group
Gender	Gender distribution of group
Age	Age distribution of group (code tables to be provided by NYS OASAS)
Ethnicity	Ethnicity distribution of group (code tables to be provided by NYS OASAS)
Race	Race distribution of group (code tables to be provided by NYS OASAS)
Session #	Session number (system generated)
Session Date	Date of group session (user selects from calendar)
Total # of Participants	Number of participants that attended session
Comments	Comments about session

**Attachment 3D – Data Element Tables**

<b>Positive Alternatives – One-Time</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Planned Total # of Participants	Number of participants planned to be served during prevention planning year
# of Planned Events	Number of planned events during prevention planning year
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Date	Date of event (user selects from calendar)
Event Name	Description of event
IOM Category	Code table to be provided by NYS OASAS
Geo Type	Frozen at Geo Type selected in <u>Workplan development</u> section
County	Frozen at County selected in <u>Workplan development</u> section
City/Town	User selects from list dependent on City/Towns selected in <u>Workplan development</u> section
Zip Code	User selects from list dependent on Zip Codes selected in <u>Workplan development</u> section
School District	Frozen at School District selected in <u>Workplan development</u> section
School	User selects from list dependent on Schools selected in <u>Workplan development</u> section
Comments	Comments about selected strategy
Total # of Participants	Total number of participants reached by event

**Attachment 3D – Data Element Tables**

<b>EBP Environmental Strategies (one-time)</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Planned Total # of Participants	Number of participants planned to be served during prevention planning year
# of Planned Events	Number of planned events during prevention planning year
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Month	Month of event (user selects from list)
Year	Year of event (user selects from list)
# of Events	Number of events during month/year
IOM Category	Code table to be provided by NYS OASAS
Geo Type	Frozen at Geo Type selected in <u>Workplan development</u> section
County	Frozen at County selected in <u>Workplan development</u> section
City/Town	User selects from list dependent on City/Towns selected in <u>Workplan development</u> section
Zip Code	User selects from list dependent on Zip Codes selected in <u>Workplan development</u> section
School District	Frozen at School District selected in <u>Workplan development</u> section
School	User selects from list dependent on Schools selected in <u>Workplan development</u> section
Comments	Comments about selected strategy
Total # of Participants	Total number of participants reached by event

**Attachment 3D – Data Element Tables**

<b>Prevention Counseling (EBP &amp; Non-EBP) – individual level</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
# of Planned Assessments	Number of planned assessments during prevention planning year
# of Planned Admissions	Number of planned admissions during prevention planning year
<b>Activity data collection</b>	
<b>Field name</b>	<b>Description</b>
Participant ID	Unique identifier assigned by the Provider. A Participant Code must be unique within a provider. It may be a combination of letters and numbers.
Geo Type	Geographical type
Location	The location that the assessment took place. This may be a school name, zip code, or locality depending on the PIN Geographical type.
Age	Age of participant at first assessment date
Gender	Gender of participant
Grade	Grade level of participant
Race	Race of participant
Ethnicity	Ethnicity of participant
Referral Source	From a list of about 11 referral sources, select which referred participant to counseling
Presenting Problems	From a list of about 11 presenting problems to be provided by NYS OASAS, select participant problems
First Assessment Date	Date of first assessment (user selects from calendar)
Disposition Date	Date of the disposition (user selects from calendar)
Assessment Visit Count	Number of assessment visits that the participant attended
Disposition of assessment	From a list of 4 dispositions to be provided by NYS OASAS, select which was participant disposition
Services Referred to at Assessment	From a list of about 8 services to be provided by NYS OASAS, select which participant was referred to at assessment
30-day Use at Admission	From a list of about 15 substances to be provided by NYS OASAS, enter number of days participant used each substance during past 30 days at time of admission
Admission Reason	From a list of about 25 reasons to be provided by NYS OASAS, select participant reason(s)
Admission Date	Date participant admitted (user selects from calendar)
Date of First Individual Counseling Session	
# of Completed Individual Counseling Sessions	
Date of Last Individual Counseling Session	
Date of First Group Counseling Session	
# of Completed Group Counseling Sessions	
Date of Last Group Counseling Session	

**Attachment 3D – Data Element Tables**

<b>Prevention Counseling (EBP &amp; Non-EBP) – individual level</b>	
Date of First Family Counseling Session	
# of Completed Family Counseling Sessions	
Date of Last Family Counseling Session	
Discharge Reason	From a list of 2 reasons to be provided by NYS OASAS, select which was participant reason
Service Plan Not Completed Reason	From a list of 5 reasons to be provided by NYS OASAS, select which was participant reason
Discharge Date	Date of discharge (user selects from calendar)
30-day Use at Discharge	From a list of about 15 substances to be provided by NYS OASAS, enter number of days participant used each substance during past 30 days at time of discharge
Services Referred to at Discharge	From a list of about 8 services to be provided by NYS OASAS, select which participant was referred to at discharge

**Attachment 3D – Data Element Tables**

<b>EBP Early Intervention (recurring) – individual level</b>	
<b>Workplan development</b>	
<b>Field name</b>	<b>Description</b>
Activity Type	Code table to be provided by NYS OASAS
Description	Description of strategy
Geo Type	Code tables to be provided by NYS OASAS <ul style="list-style-type: none"> <li>○ County Wide (if selected, <b>County</b> dependent pre-filled)</li> <li>○ City/Town (if selected, <b>Available City/Town</b> see mover box dependent list)</li> <li>○ ZIP Code (if selected, <b>Available ZIP Codes</b> see mover box dependent list)</li> <li>○ School (if selected, <b>School District</b> see dependent list, <b>Available Schools</b> see mover box dependent list—no district wide)</li> </ul>
# of Planned Assessments	Number of planned assessments during prevention planning year
# of Planned Admissions	Number of planned admissions during prevention planning year
<b>Activity data collection</b>	
Planned Strategy	User selects from list dependent on <b>Service Approach &amp; Description</b> entered in <u>Workplan development</u> section
Participant ID	Unique identifier assigned by the Provider. A Participant Code must be unique within a provider. It may be a combination of letters and numbers.
Geo Type	Geographical type
Location	The location that the assessment took place. This may be a school name, zip code, or locality depending on the PIN Geographical type.
Age	Age of participant at first session date
Gender	Gender of participant
Grade	Grade level of participant
Race	Race of participant
Ethnicity	Ethnicity of participant
Referral Source	From a list of about 11 referral sources, select which referred participant to early intervention
# of Planned Teen Intervene Sessions	
# of Planned BASICS Sessions	
30-day Use at Assignment	From a list of about 15 substances to be provided by NYS OASAS, enter number of days participant used each substance during past 30 days at time of assignment
Date of First Session	
# of Completed Sessions	
Date of Last Session	
30-day Use at Completion	From a list of about 15 substances to be provided by NYS OASAS, enter number of days participant used each substance during past 30 days at time of completion
Services Referred To	From a list of about 8 services to be provided by NYS OASAS, select which participant was referred to

# Attachment 3E - Sample Standard Reports

## Workplan Logic Model

This is the new SPF-based logic model for Environmental Strategies in the Prevention Provider Workplan. Providers must select a minimum of one goal for every community they serve and a Workplan must have at least three goals overall based on their community needs and capacity assessments.

Problem Statement (Priority Problem): Underage Alcohol Use  
 Population to Be Impacted: (9<sup>th</sup>-12<sup>th</sup> Graders)

<b>GOALS</b>	<b>Objectives</b> (Intervening variables)	<b>EBPS</b> Evidence-Based Programs and Strategies	<b>Supportive Activities</b>	<b>Outcomes</b>
Substance Use Prevalence Reduction	Risk & Protective Factor Improvements			Risk & Protective Factors Improved
Substance Consumption Reduction	Contributing Factors (Community Conditions - Why here?)			Contributing Factors Improved
Substance Use Consequences Reduction				Substance Use Prevalence Reduced
				Substance Use Consequences Reduced
				Substance Consumption Reduced

# Provider Level Staffing Report

Report Period: PPY 2014-15

## Provider : 35250--Alc/Substance Abuse Prevention Council

Fiscal Date: 7/1/2014 - 6/30/2015

County: Saratoga

OASAS Region: Northeastern

Prevention Director: Janine Stuchin

OASAS Program Manager: Dominick Comisso

Program Contact: Amalia Currier

### Status of Workplans

### Process Date

State Approved

7/31/2014

## FTE

### PRU: Alc/Substance Abuse Prevention Council

PRU Number: 90053

EBP Education (Model)	Non-EBP Education (Non-Model)	Information Awareness (Single)	Community Capacity Building (Single)	EBPS Environmental Strategies	Positive Alternatives	FTE Total
5.00	0.25	0.50	1.00	1.00	0.25	<b>8.00</b>
46.13 %	2.31 %	4.61 %	9.23 %	9.23 %	2.31 %	

### PRU: Alc/Substance Abuse Prevention Council Other Prevention

PRU Number: 90681

Counseling	Counseling (EBP)	Early Int.	Early Int. (EBP)	FTE Total
2.84	0.00	0.00	0.00	<b>2.84</b>
26.20 %	0.00 %	0.00 %	0.00 %	

FTE Total	EBP Total *
<b>10.84</b>	6.00
	55.35 %

## Provider Level Staffing Report

Guidelines for 2011 – Workplan %EBP: 35% For 2012 - Workplan %EBP 40% For 2013 - Workplan %EBP 45%

### Staff Credentials

8.00 **FTE Total**

0.25 **Prevention Director FTE**

**Prevention Director Credentials**

QHP

**Prevention Director Comments:**

8.00 **Prevention Staff FTE**

**Prevention Staff Credentials**

CPP

CPS

QHP

2

0

6

**Prevention Staff Comments:**

# Workplan View Report

Report Period: PPY 2013-14

**Provider : #####--Alc/Substance Abuse Prevention Council**

**PRU Number: #####**

**County: Saratoga**

**Fiscal Date: 7/1/2013 - 6/30/2014**

**Prevention Director: J**

**OASAS Region: Northeastern**

**Program Contact: C**

**OASAS Program Manager: Dominick Commisso**

**Workplan Status**

**Process Date**

REV State Approved

5/14/2014

**PIN 1 Population In Need (PIN): Bn Spa CSD (NEW)**

Assessment Name	Gender	PIN Size	Geo Type	Location
Ballston Spa CSD	Universal	4500	School	BN SPA CSD District BN SPA

**Needs Assessment Methods for PIN: Bn Spa CSD**

**Method Type Archival Indicator**

**Date Completed** 7 / 2012

Method Name ----> *Community-Free and Reduced Lunch Program*

Note -----> None

Method Name ----> *Community-Persons Living Below Poverty Level*

Note -----> None

Method Name ----> *Community-Children Living below Poverty Level*

Note -----> None

**Method Type Key Informant Interview**

**Date Completed** 9 / 2014

Method Name ----> *School Personnel-Other*

Note -----> Guidance counselors who work in the high school met and felt the major challenges were academic stress and socio-economic status. As a result students make poor choices to relieve stress by using alcohol, tobacco and other drugs. Students struggle with being bullied and have difficulty coping in conflict situations.

Method Name ----> *ATOD Prevention Professionals*

Note -----> Local professional who works and lives in the district states many youth believe that marijuana is relatively harmless and does not impact driving. Many also report a belief that as long as they do not drive drunk, under age drinking is not an issue.

**Date Completed** 6 / 2013

Method Name ----> *Criminal Justice: Law Enforcement*

Note -----> Concerns over 2 deaths from DWI. Girls hit on side of road by drunk driver who was a student at the HS

## Workplan View Report

### Needs Assessment Results for PIN: Bn Spa CSD

<b>Age/Grade</b>	10-11 (grades 5-6), 12-14 (grades 7-9), 15-17 (grades 10-12), 5-9 (grades k-4)		
<b>Gender</b>	Universal	<b>Ethnicity</b>	Universal
<b>Race</b>	Universal		
<b>Protective Factor(s)</b>	<b>Risk Factor(s)</b>		
Comm-Rewards/Prosocial Involvement	Comm-Laws and Norms Favor Drug Use		
Fam-Family Attachment	Fam-Family History of Drug Problems		
Fam-Opps/Positive Involvement	Fam-Family Management Problems		
Fam-Rewards/Positive Involvement	Sch-Academic Failure		
Sch-Opps/Positive Involvement	Sch-Low Commitment to School		
Sch-Rewards/Positive Involvement	I/P-Friends Who Use Drugs		
I/P-Social Skills	I/P-Friends Who Engage in Problem Behvr		
	I/P-Depressive Symptoms		
<b>Other Population Needs</b>	Most alcohol is consumed in other people's houses, and is obtained through "someone I know" 22 students, some from this school district were arrested for underage alcohol consumption at a part		
<b>ATOD Use</b>	None		

# Workplan View Report

**Target Population Name :** Bn Spa CSD - TP2 -- Bn Spa CSD - All Youth (New) TP

**Geographic Service Area (GSA) and Demographics**

BN SPA CSD BN SPA District 12020 IOM Level --

**Age Groups**

**Ethnicity and Race**

**Other Special Population**

**Protective Factors to Increase**

Community	Rewards/Prosocial Involvement
Family	Rewards/Positive Involvement
School	Opps/Positive Involvement
School	Rewards/Positive Involvement

**Risk Factors to Decrease**

Community	Laws and Norms Favor Drug Use
Family	Family Management Problems
Individual Peer	Friends Who Engage in Problem Behvr
School	Academic Failure
School	Low Commitment to School

**Other Population Needs to Modify**

None

**Explanation of Decision Making Process for the Target Population**

All youth who attend school in the district. These youth are impacted by the work of the Ballston Spa Youth Task Force and school-based programs such as SADD, impactor training, and prevention counseling through both Student Assistance and the Homeless Services program.

**Information Awareness (Single)**

Service Approach: 1 Single Session Activity (NEW)

Local Name: Yello Dyno

Activity Name: Speaking Events

Location	Number of Occurrences	Event/Session Length	Expected Total Participants Per Occurrence	Start Month	End Month
	7	45 min	20	4 / 2014	6 / 2014

**Impactor(s)**

- ATOD Prevention Professionals
- School Administrators
- School Teachers/Instructional Staff
- Youth/Peers (Individuals or Groups)

# Workplan View Report

## Service Approach: 2 Single Session Activity (NEW)

Local Name: Yello Dyno		Speaking Events			
Location	Number of Occurrences	Event/Session Length	Expected Total Participants Per Occurrence	Start Month	End Month
	17	45 min	20	4 / 2014	6 / 2014

### Impactor(s)

ATOD Prevention Professionals  
 School Administrators  
 School Teachers/Instructional Staff  
 Youth/Peers (Individuals or Groups)

## Service Approach: 3 Single Session Activity (NEW)

Local Name: Yello Dyno		Activity Name: Speaking Events			
Location	Number of Occurrences	Event/Session Length	Expected Total Participants Per Occurrence	Start Month	End Month
	9	45 min	20	4 / 2014	6 / 2014

### Impactor(s)

ATOD Prevention Professionals  
 School Administrators  
 School Teachers/Instructional Staff  
 Youth/Peers (Individuals or Groups)

## PIN 2 Population In Need (PIN): BHBL CSD (NEW)

Assessment Name	Gender	PIN Size	Geo Type	Location
BHBL CSD	Universal	3500	School	HILLS-N LAKE CSD District SIA

## Workplan View Report

### Needs Assessment Methods for PIN: BHBL CSD

**Method Type**      **Population Survey**

**Date Completed**    5 / 2010

Method Name ----> *Bach Harrison, L.L.C.*

Note -----> In Spring 2010 the Bn Lake school district surveyed 100% of students in grades 6th and 8th-12th. Overall this district has continued to be a measurable good place for children and families. below 50% of students drink but of those who do binge drink. Among 12th graders, 35% are binge drinking, well above the national average. Marijuana use, regular alcohol use and smoking have all declined. Gambling rates are above the county and state averages, as well. Low commitment to school and lack of perceived risk of drug use are risk factors at almost all grade levels.

**Method Type**      **Key Informant Interview**

**Date Completed**    10 / 2012

Method Name ----> *School Administrators*

Note -----> Met with the new director of Health and Wellness for the district. She would like to do the long model programs in the elementary schools and we discussed ways to incorporate more programming into a busy school calendar. We also had to ask the new Sadd Advisors to do the Wave Boosters in the schools this year since our agency has been scheduling more credentialed programs to replace Dare.

**Date Completed**    3 / 2013

Method Name ----> *School Teachers/Instructional Staff*

Note -----> Met with District Health coordinator prior to the Board meeting that presnted the Prevention Survey findings from 5/10/10. The survey found that the district needed to do more transition work with the incoming 6th graders. The coordinator felt their were quality programs in place but overall the students did not see it that way on the survey. We decided to put the finding in the report even though it would create controversy.

### Needs Assessment Results for PIN: BHBL CSD

**Age/Grade**                      10-11 (grades 5-6), 12-14 (grades 7-9), 15-17 (grades 10-12), 18-20 (HS Senior, early college), 5-9 (grades k-4)

**Gender**                              Universal

**Ethnicity**                          Universal

**Race**                                      Universal

**Protective Factor(s)**

Comm-Rewards/Prosocial Involvement

Fam-Opps/Positive Involvement

Sch-Opps/Positive Involvement

Sch-Rewards/Positive Involvement

**Risk Factor(s)**

Comm-Laws and Norms Favor Drug Use

Fam-Family Management Problems

Sch-Low Commitment to School

I/P-Favorable Attitudes / Problem Behvr

**Other Population Needs**      alcohol is consumed at house parties and is obtained from someone known to the youth. 22 students, some from this school district were arrested for underage alcohol consumption at a part

**ATOD Use**                              None

# Workplan View Report

**Target Population Name :** BHBL CSD - TP1 -- BHBL CSD - Elementary and middle (New)

**TP Geographic Service Area (GSA) and Demographics**

**Geo Area Type Location Location Information**

School BN LAKE CSD SIA District 12302

**IOM Level --**

**Size -- 1050 Gender -- Universal**

**Age Groups**

10-11 (grades 5-6), 12-14 (grades 7-9), 5-9 (grades k-4)

**Ethnicity and Race**

Universal Universal

**Other Special Population**

None

**Protective Factors to Increase**

School Opps/Positive Involvement

School Rewards/Positive Involvement

**Risk Factors to Decrease**

Individual Peer Favorable Attitudes / Problem Behvr

**Other Population Needs to Modify**

None

**Explanation of Decision Making Process for the Target Population**

The target population is all elementary and middle school youth in the BHBL district who participate in prevention curricula. 2005 CTC survey results and key informant interviews confirm that alcohol and marijuana use in upper grades are above national averages for lifetime and past 30 day use. In addition there is perception of increased bullying and anti-social behavior. Research supports strengthening social skills and antidrug attitudes before typical first use in the population, which for alcohol is 6th grade, and the rarer use of tobacco is often earlier, indicating a higher risk status. In addition, research strongly supports bullying prevention and strengthening conflict resolution and problem solving skills in elementary school as a preventive to substance use in early adolescence.

**EBP Education (Model)**

**Service Approach: 1 Model Program (NEW)**

**Program Name** Too Good for Violence (TGFV) - TGFV -Elem. **Activity Name** Classroom/Group Education

**Class/Group Summary**

Number of Class/Groups	Location	Avg. No. of Particip. Per Class/Grp	No. of Particip. this location	Start Month	End Month	IOM Prevention Level
3	PASEY ES	25	75	9 / 2013	12 / 2013	Universal
3	FRAN STS ES	25	75	9 / 2013	12 / 2013	Universal
4	CH HTS ES	25	100	9 / 2013	12 / 2013	Universal

**Program Summary** **Number of Class/Groups** **Participants**

10 (ACTIVE) 250 (ACTIVE)

## Workplan View Report

### Performance Target

Increase social skills by 5% using individual social skills scale

### Service Approach: 2 Model Program (NEW)

**Program Name** Protecting You/Protecting Me      **Activity Name** Classroom/Group Education

### Class/Group Summary

Number of Class/Groups	Location	Avg. No. of Particip. Per Class/Grp	No. of Particip. this location	Start Month	End Month	IOM Prevention Level
3	PAEY ES	25	75	9 / 2013	12 / 2013	Universal
4		25	100	1 / 2014	5 / 2014	Universal
4	CHON HTS ES	25	100	1 / 2014	6 / 2014	Universal

### Program Summary

#### Number of Class/Groups

#### Participants

11 (ACTIVE)

275 (ACTIVE)

### Performance Target

Decrease favorable attitudes/ ATOD use by 5% percent, while maintaining appropriate attitudes, using Individual-Favorable Attitudes Toward ATOD Use scale on Bach harrison or similar survey.



2011-12 OASAS Prevention - Annual Performance Standards Report

Prov. Name:

Prov. #:

County:

Region:

1. Planned % EBPS (FTE Allocation)

2. % Planned Direct Services Delivered

	Total	Other	Primary		Total	EBP (Model)	Non-EBP	Positive Alt.	Info. Dissem.
EBP FTE				# Delivered	548	40	50	420	88
Total FTE				# Planned	650	50	70	500	100
% EBPS FTE	% or %	% or %	% or %	% Delivered	84%	80%	71%	84%	88%

[Standard: 40% of WP Provider-PRU County Total Planned FTE must be EBP prevention service approaches.]

[Standard: 80% of Planned direct services (sessions, events, activities) be delivered.]

3. % Planned Direct Service Participants Served

4. % EBP (Model) Class/Grp. Completion

	Total	EBP (Model)	Non-Model	Positive Alts.	Info Dissem.	Early Interv.	Prev Counseling	Class/Groups	Total
# Served								# Completed	
# Planned								# Initiated	
% Particip. Served	% or %	% or %	% or %	% or %	% or %	% or %	% or %	% Completed	% or %

[Standard: At least 80% of planned direct service participants are served.]

Standard: 80% of Class/Groups Initiated be completed according to the EBP program design.

5. % Non-Model Class/Group Completion

6. % ATOD Initiation Prevented (Prev. Couns.)

Class/Groups	Total					30 Day Use	Total
# Completed						Drug Free at Disch.	
# Initiated						Drug Free at Admission	
% Completed	% or %					% Drug Free	% or %

Standard: 80% of each Non-Model Class/Group be completed.

Standard: For youth who report no substance use in the past 30 days prior to Admission, 90% will report no substance use in the past 30 days at Discharge.

7. % Prev Coun Prts Achieving Majority of Planned Obj

8. Planned Environmental Strategies Meet EBPS Guidelines

ISP Obj.	Total					Policy	# Planned Activities	2
Successful Completions						Enforcement	# Planned Activities	0
Total Completions						Media	# Planned Activities	4
Percent	% or %					Met Standard?	Yes	(Yes, No, or NA)

Standard: Majority of ISP Objectives will be successfully completed for at least 60% of Participants at Discharge.

Standard: For Providers of Environmental Strategies, at least one (1) Policy change or one (1) Enforcement strategy must be planned, AND supported by appropriate Media/Communications strategies.