

COUNTY OF PUTNAM - PURCHASING PUTNAM COUNTY OFFICE BUILDING, 40 GLENEIDA AVENUE, ROOM 105, CARMEL NY 10512 TELEPHONE: 845-808.1088		PAGE: 1
TITLE: INTEGRATED CO-OCCURRING SUBSTANCE MISUSE AND MENTAL HEALTH TREATMENT SERVICES		RFP NUMBER: 05-2026

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL DISTRIBUTION:

The County of Putnam officially distributes Request for Proposal documents from the Purchasing Department or through the Empire State Purchasing Group Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. If you have obtained this document from a source other than the mentioned above, it is recommended that you obtain an official copy. You may obtain an official copy by registering on the Empire State Purchasing Group's Regional Bid Notification System www.empirestatebidsystem.com.

**CLOSING DATE FOR THE REQUEST FOR PROPOSAL IS 1:00 PM, LOCAL TIME, ON WEDNESDAY,
SEPTEMBER 30, 2026.**

PRE-PROPOSAL MEETING:

A pre-proposal meeting will be held as detailed below. Attendance may or may not be mandatory. A transcript of the questions and answers will be distributed to all attendees and proposers who have returned the Receipt Confirmation Form. Verbal questions will be allowed at the meeting. However, questions of a complex nature, or questions where the proposer requires anonymity, should be forwarded in writing to the County prior to the meeting.

THERE IS NO PRE-PROPOSAL MEETING SCHEDULED

QUESTIONS:

All inquiries related to this Request for Proposal are to be in writing to the attention of:

Alexis Hawley
Purchasing Department
40 Gleneida Avenue, Room 105
Carmel, NY 10512
Telephone: 845-808-1088
Alexis.Hawley@putnamcountyny.gov

Deadline for submission of questions is September 23, 2026 at 5:00 pm. Answers will be given via addenda issued in response to the questions received.

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PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The Putnam County Departments of Mental Health, Social Services and Youth Bureau is seeking proposals to provide integrated co-occurring substance misuse and mental health treatment services in Putnam County.

Putnam County aims to create a system of care that is welcoming and effective in addressing the complex needs of all people in Putnam County, with a mission to create a “no wrong door” practice for accessing services. All proposals must strive to ensure that all services available to residents are person-centered, recovery oriented, trauma-informed, and culturally responsive.

ISSUING OFFICE AND RFP REFERENCE NUMBER

The County of Putnam’s Purchasing Department is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is solicitation RFP- 05-2026.

LENGTH OF CONTRACT

The contract term resulting from this RFP will be from January 1, 2027 – December 31, 2027.

The County of Putnam reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

CONTRACT TERM – RENEWAL

In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Director of Purchasing may be extended by the Director of Purchasing for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

OPEN ENROLLMENT

This is an open enrollment contract. After the initial deadline date of this RFP and after awards are made, should funding remain available, the Department of Purchasing reserves the right to solicit proposals from both contracted vendors as well as new vendors, under the same terms and conditions of this RFP, to award the remaining funding.

Vendors will NOT be permitted to submit proposals at their own discretion at any time to the Purchasing Department. The Department of Purchasing will instigate proposals based upon funding availability after the initial awards are made.

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STANDARD CONTRACT TERMS AND CONDITIONS AND DEFINITIONS

Any contract resulting from this RFP will include the County's Standard Terms and Conditions for Professional Service Contracts, which are attached to this RFP. Exceptions and or additions to the County's Standard Terms and Conditions are strongly discouraged.

Exceptions to the RFP Terms and Conditions, and/or Standard Terms and Conditions for Professional Service Contracts must be submitted with the proposal response. Exceptions, additions, service level agreements, etc., submitted after the date and time for receipt of proposals will not be considered.

The County retains the right to refuse to negotiate on exceptions should the exceptions be excessive and not in the best interest of the County.

If negotiations are required, contractor must provide all documents in Microsoft WORD format for redline editing. Offeror must provide the name, contact information, and access of the person(s) that will be directly involved in legal negotiations.

PROTEST PROCEDURES

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Executive. Protestors are urged to seek resolution of their complaints initially with the Director of Purchasing. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within three calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

CONFIDENTIAL/TRADE SECRET INFORMATION

The County of Putnam is subject to New York State's Freedom of Information Law (FOIL) which mandates public access to government records not otherwise subject to exemption. Vendors should be aware that pertinent facts relating to their proposals, excluding trade secrets or proprietary information, could potentially be released upon selection of the successful vendor. Should your submission, for this RFP, contain "trade secrets", or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as Confidential Third-Party Information. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request or make representation explaining why the information should not be disclosed.

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DISCUSSIONS WITH OFFERORS (ORAL PRESENTATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the County. However, the County may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors' expense. The County is not required to provide the opportunity for oral presentations to all offerors that submitted a proposal.

STATEMENT OF OBJECTIVES OR DETAILED SCOPE OF WORK

Proposals shall fall into one or more of the following categories to address priority areas identified by the Putnam County Opiate Settlement Work Group. All of the identified needs fall within approved uses as per Schedule C – Approved Uses as set forth by the NYS Office of Addiction Services and Supports Opioid Settlement Fund Advisory Board.

1. Technology

Proposals around data and technology should meet the unmet need to create a countywide, fully integrated communication system across our system of care. Priorities include a mechanism for closed loop referrals across the system of care and ways to incentivize all providers to participate. Preference for data dashboards to share overall population health surveillance data among key stakeholders so that we might use data to monitor and track program level and population health outcomes, visualize emerging health trends, and assist communities in developing a meaningful data driven approach. Additional capabilities of need include the ability to utilize the platform for health promotion including to inform and educate the public regarding community health trends.

2. Treatment

Proposals may include supportive funding for existing treatment or case management programs. Priority areas include enhancing treatment providers' ability to provide treatment for co-occurring disorders and improving access to care. Priority areas also include enhancing peer navigators, recovery coaches or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, or to persons who have experienced an opioid overdose. Proposals may include things such as training and professional development, workforce incentives, family/significant other engagement and counseling, and non-traditional service delivery modalities. All proposals should include an

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emphasis on trauma-informed, culturally responsive, person/family centered and recovery-oriented approaches to service delivery.

3. Harm Reduction

Harm reduction is an approach that emphasizes engaging directly with people who use drugs to prevent overdose and infectious disease transmission, improve the physical, mental, and social wellbeing of those served, and offer low-threshold options for accessing substance use disorder treatment and other health care services. Proposals should include:

1. Connecting individuals to overdose education, counseling, and referral to treatment for infectious diseases and substance use disorders;
2. Distribution of opioid overdose reversal medications to individuals at risk of overdose, or to those who might respond to an overdose;
3. Lessening harms associated with drug use and related behaviors that increase the risk of infectious diseases and reducing infectious disease transmission;
4. Establishing linkages to care, facilitating co-location of services as part of a comprehensive, integrated approach;
5. Reducing stigma associated with substance use and co-occurring disorders;
6. Promoting a philosophy of hope and healing by utilizing those with lived experience of recovery in the management of harm reduction services, and connecting those who have expressed interest to treatment, peer support workers and other recovery support services.

4. Prevention

Proposals focused on the area of prevention should aim to enhance protective factors (e.g., conflict resolution skills, positive self-esteem, strong social supports, etc.) and reverse or reduce risk factors (e.g., abuse, poverty, homelessness, etc.). Examples of prevention programs include interventions that build education and awareness as well as those that promote emotional health and pro-social skills. Programs must be responsive to the landscape of our local community and tailored to address risks specific to population, such as age, gender and ethnicity. Programs that include family-based prevention strategies should enhance family connection and include parent empowerment and support.

5. Recovery

Program proposals in this area may include a wide variety of strategies that support residents sustaining long-term recovery. Proposals should take a “whole health” approach that directly address the social determinants of health. Priority areas include:

1. Housing: e.g., transitional and long-term housing for people in recovery, hotel vouchers for those entering and exiting treatment, etc.
2. Health: e.g., overcoming or managing one’s illness(es) or symptoms, making informed, health choices that support physical and mental well-being, etc.

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3. Purpose: e.g., family caretaking, increasing independence, transportation, vocational training and support, etc.
4. Community: e.g., social support, relationships, parents, family, etc.

The successful proposer(s) shall be required to provide the County, its claims managers and insurance carriers with copies of all pleadings, documents and reports as the County may require.

VALUE ADDED CONSIDERATIONS

Proposer may include any related services or products they offer that could be provided to the County which are not specifically requested in this RFP, but which Proposer feels may enhance their proposal. No pricing information for these value-adds should be included in the proposal.

COST PROPOSAL

Each proposer must submit its annual budget proposal and provide justification for the budget proposal. In its budget proposal, each proposer must account for all costs necessary including labor, materials, travel, equipment and other costs necessary for the proposer to perform the full scope of work that is being solicited by the RFP. Proposers should supply the cost proposal information in their own format at their own discretion. There is no minimum or maximum amount that can be requested. Providers are encouraged to be creative and to think outside of the box with their requests and use of the funding.

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PROPOSAL REQUIREMENTS, RESPONSE FORMAT AND SUBMISSION

All proposals must include:

- **Section 1:** **Executive Summary**
- **Section II:** **Detailed Response**
- **Section III:** **Value-Added Considerations**
- **Section IV:** **Protected Information (if any)**
- **Section V:** **Cost Proposal**
- **Section VI:** **Exceptions to the RFP terms and conditions**
- **Required Forms:** **Required Forms**

1. **Executive Summary:** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the proposers' experience and qualifications. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary.
2. **Detailed Response.** This Section should constitute the major portion of the proposal and must contain at the least the following information:
 - a. Each responder will provide the history of their agency, describe their professional qualifications, prior experience in similar projects, demonstrated capabilities, including demonstrated ability to work effectively with other service and system providers, history of regulatory compliance, fiscal solvency and budget performance; contract compliance; accuracy and timeliness of reporting; management structure and ability to support projects of this scope; ability to recruit and retain staff; and commitment to staff development.
 - b. Identify all personnel assigned to the project, attach resumes.
 - c. Provide examples of how changes implemented to other programs managed by the agency improved operations and resulted in cost savings.
 - d. Provide at least two (2) references, excluding Putnam County, for similar projects completed. Include date of contract, dollar value of contract and brief description of the program.
 - e. In a narrative format, describe in detail how the program will be structured explaining how each of the requirements of the Scope of Work and other tasks will be accomplished. Include:
 - Explanation of what steps will be necessary to implement services.
 - Describe what information will be provided to the County effectively capturing required data. Attach samples of all reports to be used.
 - Describe the plan to work with the County.
 - f. A specific point by point response, in the order listed, to each requirement in the RFP detailed under Proposal Requirements and Company Qualifications.

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3. **Value Added Considerations.** Offeror may include any relevant services or products that will be provided to the County which are not specifically priced in their proposal; but which enhance the Offeror's proposal.
4. **Protected Information.** All protected information must be included in this section of proposal response. Do not incorporate protected information throughout the proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this Protected Information section. Protected information would include any information that is legally protected, such as trade secrets or confidential commercial information.
5. **Cost Proposal.** Please enumerate all costs as detailed in the Cost Proposal section of the RFP and submit your annual budget proposal and justification. ***Cost Proposal must be kept separate from the Detailed Proposal. Do not include any cost or pricing data in your Detailed Proposal.***
6. **Exceptions to Terms and Conditions.** Exceptions to the RFP Terms and Conditions, and/or the Standard Terms and Conditions for Professional Service Contracts must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered.
7. **Required Forms.** The following forms are required to be submitted with each proposal response.
 - a. **Affidavit of Non-collusion**
 - b. **Affidavit of Compliance**
 - c. **Relationships to Putnam County**
 - d. **Certification of Compliance with Iran Divestment Act**
 - e. **Disclosure of Supplier Responsibility**
 - f. **Notary Page**

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PROPOSAL EVALUATION CRITERIA

An Evaluation Committee will evaluate proposals against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in the proposal.

<u>WEIGHT</u>	<u>EVALUATION CRITERIA</u>
35 points	Overall plan to provide required services
30 points	Fee/pricing proposal
20 points	Qualifications and experience
10 points	Understanding of County's goals and objectives
5 points	Local economic development

All proposals in response to this RFP will be evaluated in a manner consistent with the Putnam County Procurement Policy, rules, policies, and the evaluation criteria established in the RFP.

Responsible bidder: Award will be made only to "responsible" offerors possessing the ability, experience, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award in ascertaining whether or not a bidder is responsible, information may be requested from bidder to discuss and assist in determining responsibility.

SUBMITTING YOUR PROPOSAL

By submitting a proposal in response to this RFP, offeror acknowledges that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Any exceptions to the content of the RFP must be protested to the Director of Purchasing prior to the closing date and time for submission of the proposal.

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

Proposals may be submitted electronically through the Empire State Purchasing Group website or in hard copy but no matter, all proposals must be submitted no later than Wednesday, September 30, 2026 at 1 pm. Hard copies can be mailed to or dropped off at the Putnam County Purchasing Department, 40 Gleneida Avenue, Room 105, Carmel, NY. 10512. If submitting a hard copy, only one unbound, hard copy is required, and the sealed envelope should be marked RFP-05-2026 – Integrated Co-Occurring Substance Misuse and Mental Health Treatment Services.

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AWARD OF CONTRACT

Award(s) shall be made to the offeror(s) whose proposal(s) is/are the most advantageous to the County taking into consideration price and the other evaluation factors set forth in this request for proposals.

The County reserves the right to award the contract(s) to a technically qualified lower cost offeror(s) in the event the high scoring offer is determined to not be the best value offered to the County, based on a cost benefit analysis.

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STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE CONTRACTS

The term "County" shall mean the County of Putnam.

The term "Offeror" shall mean a person or entity who makes a specific proposal to another (the County) to enter into a contract.

ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. The County is not bound to accept the lowest price or any proposal of those submitted.

ACCEPTANCE OF TERMS

All the terms and conditions of this RFP are deemed to be accepted by the Offeror and incorporated in its proposal except those conditions and provisions that are expressly excluded by the Offeror's proposal.

AMENDMENTS TO REQUEST FOR PROPOSAL

Any verbal information obtained from, or statements made by the Director of Purchasing or his designee at the time of pre-proposal meetings or site visits shall not be construed as, in any way, amending the RFP documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing shall become a part of the Contract. Any addendum issued during the RFP process shall be included in proposals and become a part of the Contract Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990

Offeror agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY

Notwithstanding any other provisions of this Agreement, County shall not be liable for any payment or compensation to Offeror until the Services rendered by Offeror under any resulting Agreement meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the Services to be rendered under this Agreement and which provides funding in whole or in part for the Services provided under this Agreement.

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BUSINESS CORPORATION LAW

The Offeror shall be licensed to do business in the State of New York and is fully qualified under the Business Corporation Law, Article 13 - Section 1304.

CHANGES TO PROPOSAL WORDING

No changes to wording of the proposal will be accepted after submission unless requested by the County.

CONTRACT ADMINISTRATOR

A County contract administrator will be assigned to oversee the contract awarded to the successful Offeror. In addition, the successful Offeror will be expected to name a counterpart contract administrator. The Offeror's contract administrator will be responsible for providing scheduled status reports to the County's contract administrator or his designee.

COMPLIANCE WITH LAWS

The Offeror shall comply with all the provisions of laws in the County of Putnam, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

CONFIDENTIALITY - For the purposes of this article:

The term "Confidential Information" as used herein means all material and information, whether written or oral, received by Offeror from or through County or any other person connected with County, or developed, produced, or obtained by Offeror in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

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The term “Offeror” includes all officers, directors, employees, agents, subcontractors, successors, assignees or representatives of Offeror.

Offeror shall keep all Confidential Information in a secure location within Offeror’s offices. The County shall have the right, with advance notice during reasonable business hours, to enter Offeror’s offices to ensure that Confidential Information is maintained in a secure location. No inspection or failure to inspect by the County shall relieve Offeror of the responsibility for the performance of its obligations hereunder.

Offeror shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information or any portion thereof to anyone other than County without the prior written consent of County and shall not use Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under this Agreement.

Offeror shall notify County immediately upon receipt by Offeror of any request by anyone other than County for, or any inquiry related to, Confidential Information. Offeror is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i) such portions have become generally available to the public other than by an act or omission of Offeror, or (ii) disclosure of such portions is required by subpoena, warrant or Court order; PROVIDED, however, that in the event anyone other than County requests all or a portion of Confidential Information, Offeror shall oppose such request and cooperate with County in obtaining a protective order or other appropriate remedy unless and until County in writing waives compliance with the provisions of this section or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or County waives compliance this section or determines disclosure is legally required, Offeror shall disclose only such portions of Confidential Information that, in the opinion of County, Offeror is legally required to disclose, and Offeror shall use its best effort to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

Offeror shall obtain from each subcontractor of Offeror, and if requested by County from the directors, employees, agents, successors, assignees or representatives of any such subcontractor, a Confidentiality Agreement running to the benefit of County, substantively identical the requirements in this RFP, prior to the performance of any of the Services in connection with this Agreement. Offeror’s obligations under this section shall survive the completion of Services under or the expiration or termination of this Agreement.

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CURRENCY AND TAXES

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. The County is exempt from all sales and use taxes.

DEBRIEFING

Upon written request from an unsuccessful offeror, the Director of Purchasing will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the offeror at any time.

DEFINITION OF CONTRACT

The County may at its option notify an Offeror in writing that its proposal has been accepted and such acceptance shall at the County's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Offeror shall acquire any legal or equitable rights or privileges whatever relative to the services until the County has delivered either a signed notice in writing to the offeror or a fully executed written agreement to the Offeror.

ENTIRE AGREEMENT/NO MODIFICATION

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except if such modification is in a writing signed by the parties.

FAILURE TO PERFORM

Should the Offeror fail to perform as required by the specifications, the county may cancel the order and/or contract. In such event, the County will assume no responsibility for, nor will it reimburse the Offeror for any expense or loss to the offeror because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.

FINANCIAL RECORDS/AUDIT

Offeror shall maintain records of all of its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or County record-keeping requirements, and each transaction shall be documented. Such records shall be made available to County for inspection or audit upon request. No compensation or fee for Services will be due Offeror unless

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or until financial statements have been filed with the Putnam County Department of Finance, if and when required by the Department of Finance.

FINANCIAL STABILITY

The successful Offeror must demonstrate financial stability and the County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

FINANCIAL RECORDS/AUDIT

Offeror shall maintain records of all of its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Such records shall be made available to COUNTY for inspection or audit upon request. No compensation or fee for Services will be due Offeror unless or until financial statements have been filed with the Putnam County Department of Finance, if and when required by the Department of Finance.

FIRM PRICING

Prices quoted in the proposals shall be firm for a period of at least 120 days after the submission deadline.

FUNDING

All County expenditures are subject to appropriation of funds. Therefore, the County reserves the right to discontinue the RFP process if funding is not available.

FUNDING/RESERVATION OF RIGHTS

County monies provided to Offeror pursuant to this Agreement may be based upon and/or subject to funding statements or actual funds provided to County from New York State or the Federal Government, either directly or by reimbursement; in such case, County retains the right and discretion to adjust payments of County funds to Offeror, based on the actual amounts County receives or is to receive from New York State or the Federal Government.

GOVERNING LAW

This RFP and any contract entered into between the offeror and the County shall be governed by and in accordance with the Laws of the State of New York, and the venue of any litigation shall be Putnam County.

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HIPAA

Notwithstanding any other provision of this Agreement to the contrary, Offeror agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations adopted there under. A Business Associate Agreement may be made a part the resulting Agreement. Offeror warrants and represents that its practices, policies and procedures for patient/medical record confidentiality are in full compliance with the "Standards for Privacy of Individually Identifiable Health Information" set forth in 45 CFR 160 et seq. as amended, if applicable.

INDEMNIFY AND HOLD HARMLESS

Offeror agrees to defend, indemnify and hold harmless County and its respective officers, employees and agents from and against all claims, actions and suits and will defend County and its respective officers, employees and agents at its own cost and at no cost to County in any suit, action or claim including appeals for personal injury to or death of any person or loss or damage to property arising out of or resulting from the activities or omissions of Offeror to the fullest extent permitted by law. These indemnification provisions are for the protection of County and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.

INDEPENDENT CONSULTANT

Offeror, as an independent contractor, covenants and agrees that it, its employees, servants and/or agents will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of County, and that it, its employees, servants and/or agents will not make a claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

INJURY, PROPERTY DAMAGE

Offeror shall be responsible for all damages and/or injury to life and property due to, or resulting from, the negligent acts of Offeror, its employees, agents and/or employees in connection with the resulting Agreement.

IRAN DIVESTMENT ACT

Offeror and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local

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government contracts. As set forth in the Act, a person engages in investment activities in Iran if (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty-five days or more for the purpose of providing goods or services in the energy sector in Iran.

LABOR DISRUPTIONS

Any contract resulting from this Request for Proposal process is subject to the right of the County to postpone acceptance of delivery and payment by the County in the event of any form of labor disruption.

LABOR LAW AND EXECUTIVE LAW

Offeror shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or Services to be performed under this Agreement.

LIABILITY OF ERRORS

While the county has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective offerors are urged to conduct their own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

LIABILITY ONLY FOR MONIES BUDGETED

This Agreement shall be deemed executory to the extent that the monies are appropriated in the current budget of County for the purposes of this Agreement, and no liability shall be incurred by County, or any department, beyond the monies budgeted and available for this purpose. The resulting Agreement is not a general obligation of County. Neither the full faith and credit nor the taxing power of the County is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by County are appropriated in County’s budget.

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LOCAL LAWS AND RESOLUTIONS

Offeror shall comply with all local laws and resolutions of the Legislature of Putnam County, including, but not limited to, the filing of Disclosure Statements, if required by law or resolution.

NEGOTIATION DELAY

If any contract cannot be negotiated within thirty (30) days of notification to the designated offeror, the County may terminate negotiations with that offeror and negotiate a contract agreement with another offeror of its choice.

NO ASSIGNMENT

Offeror shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of County.

NOTIFICATION OF CHANGES

All recipients of this Request for Proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

OFFERORS' EXPENSES

Prospective Offerors are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any.

OWNERSHIP OF PROPOSALS

All responses to this request for proposal become the property of the County.

OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary: All Confidential Information as defined in the preceding paragraph, including all copies thereof, is the exclusive property of County regardless of whether it is delivered to County. Offeror shall deliver Confidential Information and all copies thereof to County upon request. To the extent that copies of Confidential Information are authorized by County to be retained by Offeror, they shall be retained in a secure location in Offeror's office for a period of six (6) years after completion of the Services under or the termination of this Agreement, whichever occurs later, and thereafter disposed of at County's direction.

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PAYMENT HOLDBACK

The County shall not pay the total contract price until the requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

PAYMENT TERMS

County agrees to pay Offer and Offeror agrees to accept the maximum sum not to exceed the dollar amount as itemized on the Schedule "A" of the resulting contract as its entire fee as compensation for the services rendered and performed by Offeror. Offeror shall not be entitled to any payment or monies unless the services rendered and performed by Offeror as set forth in the resulting contract are acceptable to County. All out-of pocket and other expenses incurred by Offeror in connection with the performance of the professional services under the resulting Agreement shall be borne solely by Offeror. To request payment, Offeror shall submit to County an invoice and properly completed voucher form. The County's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice after services are performed or goods delivered.

PROPERTY TAX DEBT

If the Offeror owes, or following the execution of a contract, comes to owe property taxes to the County, the County shall hold all payments due under the agreement, as they come due, in a non-interest bearing escrow account. The monies due from the County shall be held in escrow unless and until all property taxes owed by the Offeror to the County, including all penalties and accrued penalties and interest, are paid in full. Upon determining to hold payments in escrow, the County shall provide notice to the Offeror. The County shall, upon request, but no more often than once per calendar month, give an accounting of the escrow to the Offeror. Upon Offeror's payment in full of all property taxes due to the County, including all accrued penalties and interest, all escrowed funds will be paid to the Offeror as soon as practicable. The escrowed funds may be applied towards any payment that fully satisfies all outstanding property tax debts, including all accrued penalties and interest. If the County holds an auction to satisfy the property tax debt and, upon the closing of deficiency, the County shall apply the escrow to the deficiency, but no more than necessary to make the County whole and any remaining amounts of the escrow shall be paid to the Offeror as soon as practicable. The County shall not apply the escrowed funds for any other purpose. This remedy shall not be deemed a waiver of any other remedy available to the County or bar any other means of collecting the property tax debt due to the County.

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QUOTES FROM THE MARKETPLACE

The County reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this solicitation.

REQUEST FOR PROPOSAL DATES

All dates referenced in the specifications relative to the solicitation timeline are tentative and can be changed in the best interest of the County. The County reserves the right to modify the timeline of the RFP at any time in its sole discretion.

SHORTLIST

Unless there is a successful offeror based on the responses, the evaluation procedure will be to develop a shortlist based on the stated criteria. The shortlist of offerors may be asked to prepare a presentation and/or provide additional information prior to the final selection.

SOCIAL SECURITY TAXES

The Offeror for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Offeror further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

SUBCONTRACTING

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime offeror’s product or service is acceptable. This also includes a joint submission by two offerors having no formal corporate links. However, in this case, one of these offerors must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted.

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PUTNAM COUNTY INSURANCE REQUIREMENTS

The following must appear on each Certificate of Insurance

UNDER THE CERTIFICATE HOLDER SECTION OF THE FORM:

County of Putnam
Attn: Mat C Bruno Sr / Law Dept.
48 Gleneida Avenue
Carmel, NY 10512

Additionally, in the space on the document noted- Description of Operations/Locations- please note the following:

“ Putnam County is included as the additional insured except for Professional Liability and Workers Compensation.”

It is the requirement of the County of Putnam that for work performed under contract and/or permit authorized by the County and/or the County Departments and/or any performance conducted on county property that the contractor or permittee procure and maintain at their own expense and without expense to the county, until final acceptance of the work by the County, the insurances listed below.

BEFORE COMMENCEMENT of any work, event or performance, a certificate(s) of insurance (known as an Accord Form) must be furnished to the County and/or the County Departments in forms satisfactory to the County.

All insurance coverages must be from an A.M. Best Rated “ secured” (B+ A++) NYS admitted insurer.

All certificates of insurance must ensure that the policy or policies shall not be changed or canceled until at least **THIRTY (30) DAYS** prior written notice has been given to the County and/or DPW.

When required by Department of Public Works (hereinafter DPW) the “XCU” exclusion of the policy or policies shall be eliminated or show proof that “XCU” is covered.

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN, AT ITS OWN EXPENSE, THE FOLLOWING MINIMUM INSURANCE COVERAGES:

A. Workers Compensation Insurance: - This is statutorily required and is required for all contracts. Each policy must cover all operations, and all locations involved in the contract. If applicable, the policy should also include NYS Disability Benefits. Proof of Workers Compensation Insurance is required and should be received by Putnam County on a **C105.2 form, SI 12 form, CE-200 form or a U-26.3 form.**

B. Commercial General Liability: - Covering all operations and all locations involved in the contract including the following coverages:

\$2,000,000	General Aggregate
\$10,000	Medical Expense Limit
\$2,000,000	Personal and Advertising Limit
\$2,000,000	Each Occurrence
\$2,000,000	Products/ Completed Operations Aggregate
\$100,000	Fire Damage Legal Liability Limit

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C. Commercial Automobile Liability: - Covering all operations and locations involved in the contract, including the following coverages:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

Unless specifically required, each policy shall provide limits of not less than \$1,000,000 combined single limits for bodily injury and property damage.

D. If applicable, Professional Liability (error and omissions) in the amount of at least \$1,000,000 per claim.

E. Excess Liability and/or Umbrella Policy: Limits are depending on the following contract size:

- ✓ Contract size of \$100,000 to \$250,000 - must have \$1Million of coverage
- ✓ Contact size of \$250,001 to \$500,000 - must have \$5Million in coverage
- ✓ Contract size of \$500,001 or greater - must have \$10Million in coverage

F. Bid, Performance/Payment, Labor and Material Bonds:

Required for any contract in **excess of \$250,000.** These bonds shall be provided by a NYS admitted surety company in good standing. Only the (AIA)- The American Institute of Architects- A313 from will be accepted. In addition, pursuant to NYS Insurance Law, Section 1111- All bonds must include a certificate of solvency for the surety which shall be updated annually. In addition, the Surety must be on the U.S Treasury (Circular 570) of acceptable sureties.

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIRMENT

All policies and certificates of insurance of the contractor shall contain the following clauses:

1. Putnam County is named as an additional insured and as the Certificate Holder. Insurers shall have no right to recovery or subrogation against the County of Putnam (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the law above-described insurance.
2. The Clause "other insurance provisions" in a policy in which the County of Putnam is named as an additional insured, shall not apply to the County of Putnam.
3. The insurance companies issuing the policy or policies shall have no recourse against the County of Putnam (including its agents and agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the risk of the contractor.

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REPRESENTATIONS AND CERTIFICATIONS

INSTRUCTIONS:

- 1. THE FOLLOWING FORMS MUST BE COMPLETED**
- 2. A NOTARY IS ONLY REQUIRED FOR ONE PAGE**
- 3. PLEASE INITIAL PAGES WHERE REQUIRED**

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**AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

_____, being duly sworn, deposes and says:
(print name of deponent)

1. I am the owner/authorized representative of _____.
(circle one) (name of corp., business, company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Putnam County Code Chapter 134.

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AFFIDAVIT OF NON-COLLUSION

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

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RELATIONSHIPS TO PUTNAM COUNTY

NAME OF REPORTING ENTITY: _____
 ADDRESS: _____
 TELEPHONE NO.: _____ EXT: _____ TELEFAX NO.: _____

THE REPORTING ENTITY IS (Check one of the following):
 ____ AN INDIVIDUAL ____ A PARTNERSHIP ____ A CORPORATION

A.) Related Employees

1. Are any of the employees that you will use to carry out this contract with Putnam County also an officer or employee of Putnam County, or the spouse, or the child or dependent of such Putnam County officer or employee?

Yes _____ No _____

If yes, please provide details:

B.) Related Owners

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with county or otherwise. For the purposes of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the County;**
- ii. A firm, partnership or association of which such officer or employee is a member or employee;**
- iii. A corporation of which such officer or employee is an officer, director or employee; and**
- iv. A corporation of which more than five (5) percent of outstanding capital stock is owner by any of the aforesaid parties.**

2. Do any officers or employees of the County of Putnam have an interest in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details:

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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

(Please check box)

1. _____ ☐ The subscriber below, authorized on behalf of the Reporting Entity in the title/position indicated herein, certifies that he/she is neither the Bidder/Contractor nor any proposed subcontractor as identified on the Prohibited Entities List.

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DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

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NOTARY PAGE FOR FORMS

State of _____)
County of _____)ss:

All statements, disclosures and representations stated hereinabove this, *Representations and Certifications*, comprised of the preceding 5 pages and this page, are based upon my personal review of the books and records of the reporting entity. I declare, under oath or affirmation that all of the foregoing information, as well as any supplemental responses and statements that may be attached hereto are true to the best of my knowledge. I make these statements under the penalty of perjury, in my position/title held at the above- named Reporting Entity.

BY: _____
(Signature)

(Print Name and Title/position)

Sworn to before me this

 day of , 20

Notary Public