

NYS OFFICE OF MENTAL HEALTH

REQUEST FOR QUOTE (RFQ) #: RFQ-26-002

Outside Counsel Services – Guardianship Matters – Southern Tier Elmira Psychiatric Center & Greater Binghamton Health Center

KEY EVENTS	
Receipt of Questions from Potential Offerors	Tuesday, June 30, 2026 by 3:00pm ET
Questions and Answers sent by OMH	Tuesday, July 7, 2026
Quote Submission Due Date:	Tuesday, July 14, 2026 by 3:00pm ET
Anticipated Start/End dates:	August 1, 2026 – July 31, 2029

Issuing Office/Permissible Contacts: The issuing office, named below, is the sole point of contact in the State for matters related to this transaction. Pursuant to NY State Finance Law 139-j and 139-k, this transaction includes and imposes certain restrictions on communications between OMH and an offeror during the procurement process. Please reference Attachment J, Summary of OMH Procurement Lobbying Guidelines, included with this Request for Quote.

Technical Permissible Contact:	Contract/Procurement Permissible Contacts:
Jessica R. Eber-Young, Deputy Counsel	Peter A. Rogers, Contract Management Specialist I
OMH Office of Counsel	OMH Bureau of Procurement Enterprise Services
44 Holland Avenue	75 New Scotland Avenue, Unit R
Albany, NY 12229	Albany, NY 12208
Phone: 518-474-1331	Phone 518-549-5211
Email: Jessica.Eber-Young@omh.ny.gov	Email: Peter.Rogers@omh.ny.gov
	Andrew Alliger, Contract Management Specialist II
	OMH Bureau of Procurement Enterprise Services
	Phone: 518-549-5295
	Email: Andrew.Alliger@omh.ny.gov

1. Introduction:

OMH is seeking quotes for **Outside Counsel Services for Article 81 Guardianship matters** covering the following agency facilities in the Southern Tier region, per scope below:

- Elmira Psychiatric Center, 100 Washington Street, Elmira, NY 14901-2898
- Greater Binghamton Health Center, 425 Robinson Street, Binghamton, NY 13904-1755

Estimated total volume is 5 – 10 cases annually. Five cases are pending referral on behalf of Elmira PC.

2. Scope of work:

WHEREAS, the New York State Office of Mental Health (“OMH”) operates numerous adult psychiatric centers and community residences (hereinafter, “facility” or “facilities”) throughout New York State for the treatment and housing of patients and residents who may require the appointment of guardians pursuant to Article 81 of Mental Hygiene Law to assist with their personal needs or property management;

WHEREAS, with the exception of legal services related to property guardianship matters with a potential civil recovery and any other matter which is required to be referred to the New York State Attorney General, OMH requires legal services related to pursuing adult guardianships for patients and residents of OMH

facilities who it believes are alleged incapacitated persons pursuant to Article 81 of the Mental Hygiene law;

WHEREAS, OMH has determined that it is necessary to enter into a legal retainer agreement for provision of such services; and

WHEREAS, **[CONTRACTOR NAME]** is experienced and well qualified to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein set forth, the parties hereto agree as follows:

1. The Contractor is hereby retained by OMH to provide legal services as requested from time to time throughout the term of this Agreement, to commence guardianship proceedings on behalf of OMH and its facilities in Supreme or Surrogate Courts of the State of New York, to represent OMH and its facilities in all aspects of such proceedings and to advise OMH on adult guardianship matters.
2. Contractor shall be outside counsel to OMH in the provision of legal services hereunder, in consultation with identified OMH facility staff and the OMH Office of Counsel.
3. Contractor shall devote necessary and adequate resources to allow for the timely completion of all guardianship matters referred by OMH Office of Counsel.
4. OMH facilities covered hereunder shall include the following:
 - Elmira Psychiatric Center, 100 Washington Street, Elmira, NY 104901-2898;
 - Greater Binghamton Health Center, 425 Robinson Street, Binghamton, NY 13904-1755
5. Upon referral by the OMH Office of Counsel, Contractor will work collaboratively with identified facility staff and the OMH Office of Counsel to obtain all of the information necessary for Contractor to draft orders to show cause and petitions for the commencement of guardianship proceedings. Contractor shall prepare such documents for review by the Office of Counsel and signature by the facility director of the OMH facility where the allegedly incapacitated person resides or the director's designee. In preparing documents, Contractor shall ensure that any communication with third parties, including but not limited to relatives, prior services providers, or others familiar with the allegedly incapacitated person, on behalf of OMH and the facility are authorized pursuant to Section 33.13 of the Mental Hygiene Law, the Health Insurance Portability and Accountability Act, as amended, and federal regulations promulgated under such laws.
6. Guardianship petitions prepared by Contractor are not required to contain a recommendation regarding who the court should appoint as Guardian for any allegedly incapacitated person. Contractor may advise OMH if they have identified a suitable and willing guardian to propose in a petition, except that Contractor shall not propose the Contractor or any member of the Contractor's law firm to serve as guardian for any OMH patient or resident who is the subject of a referred matter. Contractor shall not accept any referral fees in connection with the appointment of any guardian. Contractor shall not accept an appointment to serve as guardian for any subject allegedly incapacitated person.
7. As necessary, Contractor shall prepare affidavits for execution by facility staff members to accompany the petition or prepare facility staff members to provide testimony at guardianship hearings.
8. Contractor shall effectuate proper service upon the parties as required by New York State law, the cost of which shall be invoiced to the Office of Mental Health in addition to legal service fees and other disbursements.

9. Contractor shall appear on behalf of OMH at all hearings scheduled in a Guardianship matter commenced by Contractor, including preliminary conferences scheduled by the court. Contractor shall represent the agency in such proceedings to ensure the appointment of guardians empowered to act on behalf of subject allegedly incapacitated persons in the manner and scope desired by OMH, as identified in the referral or in subsequent communications from OMH.
10. To the extent permitted by the court, Contractor shall draft and negotiate guardianship orders of appointment in consultation with opposing counsel prior to submission to the court or review orders of appointment prepared by opposing counsel.
11. OMH shall pay Contractor for all professional services provided under this Agreement in accordance with Appendix B: Budget. See Appendix C: Payment and Reporting Schedule for detailed information regarding billing and payments. The fees for such professional services and other costs or disbursements incurred in order to carry out the legal services to be provided, shall not exceed the amount of one hundred forty-nine thousand, nine hundred ninety-nine (\$149,999) per the term of the Agreement, unless approved in advance by OMH through the amendment process. It is understood and agreed that all judicial filing, application or similar fees, and court-ordered payments to parties other than the Contractor, if applicable, shall be paid directly by OMH, and shall not be included in the Contractor's charges or amounts set out in this Agreement.
12. If this Contract contains a provision for hourly fees, the Contractor shall provide an accounting of legal services in increments of 15 minutes or less.
13. Contractor shall devote such time as may be necessary to provide legal services described herein, subject to the Appendix B, but shall not be prevented from providing its services to any other client not in conflict with this Agreement. Contractor shall not agree to provide legal services directly to any OMH facility or any other entity affiliated with OMH without the prior written consent of the OMH Office of Counsel.
14. The relationship of Contractor to OMH and the State of New York arising out of this Agreement shall be that of attorney and client.
15. Contractor shall not issue formal legal opinions interpreting the Constitution or statutes of the State of New York or OMH regulations in connection with performing services under this Agreement. Opinions prepared by retained attorneys or law firms construing the Constitution or statutes of the State of New York do not constitute the opinion of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Appeals and Opinions Bureau, Department of Law, State Capital, Albany, New York.
16. The retained attorney or law firm will represent the State of New York in judicial litigation related to the services to be provided under this agreement only when such services are specifically requested by the OMH Office of Counsel and approved by the Attorney General. Approval of this contract by the Attorney General shall constitute approval to initiate any guardianship proceeding requested by OMH, with the exception of property guardianship matters with a potential civil recovery, as said matters must be referred to the Attorney General's Civil Recoveries Bureau, and any other matter which is required to be referred to the Attorney General. However, approval to file an appeal in any such matter must be requested separately for each matter to be appealed and must be specifically approved by the Attorney General prior to the commencement of any services therefor.
17. In the performance of its obligations hereunder, Contractor shall (i) comply with all applicable laws, rules and regulations pertaining to the rendering of the services; (ii) maintain all licenses required under applicable law; and (iii) maintain adequate "Professional Liability Insurance" at its own cost, furnishing OMH with copies of appropriate license(s) and evidence of insurance as OMH may reasonably require.

18. Contractor agrees that **[CONTRACTOR REPRESENTATIVE]** shall have primary supervisory responsibility for the legal services performed hereunder. Such partner or his or her designee, identified in writing, shall be the contact person with OMH Counsel, appropriate facility personnel and other OMH personnel during the term of this Agreement.
19. Contractor acknowledges that OMH is a covered entity, as defined in 45 CFR Part 160 of the Health Insurance Portability and Accountability Act of 1996 regulations and in performing this contract, the Contractor will receive, maintain, process or otherwise have access to Protected Health Information of OMH patients and residents. Contractor has executed a HIPAA Business Associate Agreement, attached hereto as Appendix F, and will comply with all of the requirements contained therein.
20. Contractor acknowledges that this Agreement/Contract is subject to New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law.
21. Per Appendix B travel expense stipulation, Contractor may invoice mileage expense only for travel to and from court hearings pursuant to services provided under this contract. Such mileage expense shall be reimbursed per current U.S. GSA privately owned vehicle (POV) mileage reimbursement rates. Any monthly invoiced claim for mileage reimbursement must be recorded on & accompanied by completed NYS Form AC160-S "Statement of Automobile Travel" and NYS Form AC3257-S "Claim for Travel Reimbursement by a Non-Employee".

3. **Questions and Answers:** Any and all questions from potential offerors related to this solicitation and/or the services to be contracted must be submitted in writing. All eligible offerors will receive an email containing the official responses to all questions received by the due date.

All written questions regarding this solicitation must be sent to peter.rogers@omh.ny.gov by **Tuesday, June 30, 2026 by 3:00pm ET**. Questions and answers will be compiled by the OMH Bureau of Procurement Enterprise Services and sent to all eligible offerors by **Tuesday, July 7, 2026**. Questions and answers will also be posted to the New York State Contract Reporter ad for this solicitation.

4. **Method of Award:** As per NYS Finance Law and NYS Procurement Council Guidelines, as a discretionary transaction, selection will be per best value determination, based on a combination of the offeror's pricing, ability to provide services as requested, and the quality of services provided.
5. This RFQ will result in a **discretionary "T" contract**. **The contract boilerplate that contains the standard terms and conditions for OMH is attached with this RFQ.**

6. Quote Submission:

The **Quote Submission, Attachment D**, must be submitted via email to **bids@omh.ny.gov** no later than **Tuesday, July 14, 2026 by 3:00pm ET**.

7. Quote Requirements:

- A. The submission of a quote constitutes a binding offer. Such binding offer shall be firm and not revocable for a period of **sixty (60) days** after the deadline for a quote submission.
- B. The quote is to be submitted via email only to **bids@omh.ny.gov** on or before the date and time defined by this RFQ. No late submissions will be considered.

8. Procurement Lobbying Law Requirements: Does apply to this RFQ.

Upon notification of selection, the awardee will be required to complete the two forms listed below:

1. Attachment J-1: Offeror's Affirmation of Understanding
2. Attachment J-2: Offeror Disclosure of Prior Non-Responsibility Determinations

9. Consultant Disclosure Legislation: Does apply to this RFQ.

Upon notification of selection, the awardee will be required to complete the Consultant Disclosure Form A.

10. New York State Worker Compensation (WC) & Disability Benefits (DB) insurance Requirements:

Upon notification of selection, the awardee will be required to provide current WC and DB certificates or WC and DB Exemption certificate.

11. Liability Insurance Requirement:

Upon notification of selection, the awardee will be required to provide current general liability insurance certificate in a form that is acceptable to OMH.

12. Reserved Rights of New York State:

- A. Withdraw the RFQ at any time, at its sole discretion;
- B. Disqualify any offeror whose conduct and/or quote submission fails to conform to the requirement of the RFQ;
- C. Seek clarifications of quote;
- D. Use information obtained through site visits, management interviews and the State's investigation of an offeror's qualifications, experience, ability or financial standing, and any material or information submitted by the offeror in response to the OMH's request for clarifying information in the course of evaluation and/or selection under this RFQ.
- E. Amend RFQ specifications to correct errors or oversights, or to supply additional information as it becomes available;
- F. Change any of the scheduled dates stated herein;
- G. Adjust or correct cost or cost figures with concurrence of the offeror if mathematical or typographical errors exist;

13. Quote Confidentiality:

All quotes submitted for OMH's consideration will be held in confidence. However, the resulting contract is subject to New York State Freedom of Information Law (FOIL). Therefore, if an offeror believes that any information in its quote constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL. (Article 6 of the Public Officer's Law), the offeror shall submit with its quote a separate letter specifically identifying the page number(s), line(s), or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that

such information be kept confidential. Failure by an offeror to submit such a letter with its bid identifying trade secrets will constitute a waiver by the offeror of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the offeror may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire quote be kept confidential is not advisable since a bid cannot reasonably consist of all data subject to FOIL proprietary status.

14. Contract Payment:

All contractors are required to participate in the Electronic Payment program offered by the NYS Office of the State Comptroller (OSC). Payment for invoices submitted by contractors will only be rendered electronically unless payment by paper check has been expressly authorized by OMH's Office of Financial Management, at OMH's sole discretion, due to extenuating circumstances. Electronic payments will be made in accordance with ordinary State procedures and practices. Contractors shall comply with the State Comptroller's procedures to authorize electronic payments. For additional information and to apply for Electronic Payments, the CONTRACTOR is directed to the following web site: <http://www.osc.state.ny.us/epay/index.htm> .

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ATTACHMENT D
Quote Submission

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RFQ #:RFQ-26-002

**Outside Counsel Services – Guardianship Matters – Southern Tier
Elmira Psychiatric Center & Greater Binghamton Health Center**

Quote Submission Due Date: July 14, 2026 by 3:00pm ET

Attention: **OMH Bureau of Procurement Enterprise Services - bids@omh.ny.gov**

Name of Firm: _____

Address: _____

Federal ID (FEIN) #: _____ NYS Vendor ID #: _____

Note: Offerors are not to change, delete, or make any additions to this form, and are to supply **only** the quote information that is required. If any changes, deletions, or additions are made by the bidder, or if all of the required information is not provided, then at OMH's discretion, the quote may be disqualified.

Please enter hourly rates for providing Outside Counsel Services (Guardianship Matters - Southern Tier)

Title	Hourly Rate
Partner	\$
Associate	\$
Paralegal	\$

Costs or disbursements incurred in order to carry out the services to be provided, except for judicial filing fees, appointed counsel for the AIP, and Court Evaluator fees, as ordered by the Court, shall not exceed the amount specified below.

Judicial filing fees, appointed counsel for the AIP, and Court Evaluator fees, as ordered by the Court, shall be paid directly by OMH.

Reimbursement to the Contractor for services and expenses provided for the life of this contract shall not exceed \$149,999.00 unless an amendment is approved by OMH with requisite pre-approvals to increase the total contract value.

Travel: Reimbursement of **mileage only** is allowed for travel to and from court hearings pursuant to services provided under this contract. Mileage expenses, if necessary, will be reimbursed in accordance with the travel allowances announced by the Office of the State Comptroller (OSC), which correspond to the rates provided by the federal General Services Administration. See [Privately owned vehicle \(POV\) mileage reimbursement rates | GSA](#) for current per-mile rate. Travel-related expenses shall be subject to the same limitations, which apply to New York State employees. Any claim for mileage reimbursement must be indicated as a separate line item on monthly invoices submitted for payment, and must be accompanied by completed NYS Forms AC160-S – “Statement of Automobile Travel” and AC3257-S – “Claim for Travel Reimbursement by a Non-Employee” as documentation (see Exhibits 8 & 9).

ATTACHMENT D
Quote Submission

(Page 2 of 2)

“By submission of this quote, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that the offeror has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS Labor Law.”

By offering a quote, vendor agrees to all terms of the RFQ; Quotes are not to include sales tax as New York State Agencies are tax-exempt.

Printed name: _____ Authorized signature: _____

Date: _____ E-mail address: _____ Phone #: _____

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**NEW YORK STATE OFFICE OF MENTAL HEALTH
ATTACHMENT J**

Summary of OMH Procurement Lobbying Guidelines

OMH has issued Guidelines pursuant to the New York State Finance Law Sections 139-j and 139-k, which prohibit lobbying on procurement contracts. For purposes of the law, procurement contracts include most contracts/Purchase Orders with an estimated annual expenditure in excess of \$15,000 per year, as well as amendments and modifications to such contracts which were not contemplated by the original contract and represent a material change in the scope of the contract.

The law provides that, during the Restricted Period of an agency procurement for goods or services, vendors (or offerors) may only contact the agency's designated contact person(s), and all contacts, whether permissible or impermissible, shall be recorded:

Vendor Requirements

- Must limit communications with OMH during the Restricted Period of each procurement to the OMH-designated point(s) of contact
- The Restricted Period is the period from the date of the earliest method by which an agency solicits a response from vendors to a contract opportunity until the date the contract is awarded and, if applicable, approved by the Comptroller's Office.
- Must affirm in writing vendor's understanding of and agreement to comply with the OMH Procurement Guidelines
- Must certify whether vendor has been found non-responsible within the previous four years by any Governmental Entity for failure to comply with State Finance Law 139-k or for the intentional provision of false or incomplete information regarding its procurement lobbying law compliance.

OMH Requirements

- Must include a summary of OMH's procurement lobbying guidelines in each initial solicitation document
- Must designate a single point or points of contact for each procurement
- Must require OMH staff to record all Contacts from offerors during the Restricted Period of each procurement
- A Contact is any communication with OMH under circumstances where a reasonable person would infer that the communication was intended to influence the procurement
- Must refer all impermissible Contacts for investigation by OMH
- Must make a responsibility determination with regard to State Finance Law Section 139-j and 139-k compliance prior to award of the contract
- Must include a provision in all procurement contracts which allows OMH to terminate the contract if the vendor's certification is found to be intentionally false or intentionally complete.

An electronic copy of the complete OMH Procurement Lobbying Law Guidelines is located at:

<http://www.omh.state.ny.us/omhweb/procurementguidelines/> OMH Summary of Procurement Guidelines: March 27, 2006

ATTACHMENT J1

OFFEROR'S AFFIRMATION OF UNDERSTANDING OF, AGREEMENT TO, AND COMPLIANCE WITH OMH PROCUREMENT LOBBYING GUIDELINES

New York State Finance Law 139-j(6)(b) provides that OMH shall seek written affirmation from all Offerors on their understanding of and agreement to comply with OMH's procedures relating to permissible contacts during each procurement pursuant to State Finance Law 139-j(3). OMH is expanding on that requirement, requiring that (1) Offerors affirm they have complied with the OMH Guidelines throughout the procurement process, and (2) Offerors agree that OMH shall have the right to terminate any contract, purchase order or purchase authorization resulting from the procurement in the event that the affirmation is found to be intentionally false or intentionally incomplete.

* * *

Solicitation # and/or OMH descriptive name of solicitation:

RFQ-26-002 Outside Counsel Services – Guardianship Matters – Southern Tier

I hereby affirm that I have read and understand the OMH Procurement Lobbying Guidelines, and agree to comply with the OMH procedures relating to permissible contacts during this New York State governmental procurement pursuant to State Finance Law 139-j(3). Unless I provide notice otherwise, my execution of this affirmation shall be an ongoing representation that I have complied with, and continue to be in compliance with, the OMH Guidelines.

I understand and agree that: 1) OMH shall have the right to terminate the contract, purchase order or purchase authorization resulting from this solicitation in the event that this affirmation is found to be intentionally false or intentionally incomplete; and 2) upon such finding, OMH may exercise its termination right by providing written notification.

Date: _____

Signature of Offeror's Authorized Representative _____

Printed Name and Title _____

Name of Offeror _____

Offeror's Address: _____

OMH Attachments J1

**NEW YORK STATE OFFICE OF MENTAL HEALTH
ATTACHMENT J2**

**OMH OFFEROR DISCLOSURE OF
PRIOR NON-RESPONSIBILITY DETERMINATIONS**

New York State Finance Law 139-k requires Offerors to disclose findings of non-responsibility within the last four years by a governmental entity where such prior finding of non-responsibility was due to unlawful contacts during a procurement as stated under State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity.

Failure to submit this form, the submission of a form with false, misleading or incomplete information, or failure to update this form when required may result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If the failure to comply is discovered after the contracting process has been completed, it may result in termination of the contract.

* * *

Solicitation # and/or OMH descriptive name of solicitation:

RFQ-26-002 Outside Counsel Services – Guardianship Matters – Southern Tier

(1) Has any New York State agency or authority made a finding of non-responsibility regarding the Offeror in the last four years? (Please circle): No Yes

If yes, what was the basis for the finding of the Offeror's non-responsibility?

Please check all that apply:

- ☐ Unlawful Contacts during a procurement contract (State Finance Law §139-j)
☐ The intentional provision of false or incomplete information

If yes, please provide details regarding the finding of non-responsibility below:

New York State Agency or Authority: _____

Year of Finding of Non-Responsibility: _____

Facts Underlying Finding of Non-Responsibility: _____

Add additional sheets if necessary

(2) Has any New York State agency or authority terminated or withheld a procurement contract with the Offeror due to the intentional provision of false or incomplete information?

(Please circle): No Yes

If yes, please provide details regarding the termination/withholding below:

New York State Agency or Authority: _____

Date of Termination/Withholding of Contract: _____ Contract #: _____

Facts Underlying Termination: _____

Add additional sheets if necessary

Offeror certifies that all information provided to OMH with respect to State Finance Law 139-k is complete, true and accurate.

Date: _____

Signature of Offeror's Authorized Representative

Printed Name and Title of Authorized Representative

Name and Address of Offeror

OMH Attachments J2