

# NEW YORK STATE DEPARTMENT OF HEALTH

Request for Proposals for

## **Division of Family Health Bureau of Women's Health**

RFP No. 0703270853

### Growing Up Healthy Hotline

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#### Schedule of Key Events

Written Questions Due	July 27, 2007
Registration for Bidders Conference Required by	August 3, 2007
Bidders Conference	August 10, 2007
Response to Written Questions and Questions Received at Bidders Conference	August 17, 2007
Proposal Due Date	September 21, 2007

**DESIGNATED CONTACTS:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

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**Permissible Subject Matter Contacts:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contacts for communications related to the following subjects:

- RFP Release Date:
- Submission of written proposals or bids:
- Submission of Written Questions:
- Participation in the Pre-Bid Conference:

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- Debriefings:
- Negotiation of Contract Terms after Award:

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E, 10 of this solicitation.

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## A. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to secure the services of a qualified organization to administer the New York State Department of Health's Growing Up Healthy Hotline. It is the Department's intent to enter into a contract with one bidder selected from this RFP for the five-year period commencing approximately July 1, 2008 and ending June 30, 2013. The bidder selected will be responsible for the implementation and administration of a comprehensive, statewide maternal and child health information and referral services hotline program, including maintaining a staff of trained tele-counselors, developing and maintaining a resource database, responding to and documenting calls, performing quality assurance, submitting reports to the Department of Health, and establishing and maintaining the Women, Infants and Children Electronic Mail System to receive and respond to consumer e-mail inquiries, in accordance with the specifications in this RFP.

## B. BACKGROUND

### 1. GROWING UP HEALTHY HOTLINE

The New York State Department of Health (DOH) promotes optimal health for all of New York State's women, children, and families through a variety of health and supportive services that can be accessed throughout the state. The Department implemented the Growing Up Healthy (GUH) Hotline in 1987 to maximize the ability of people to obtain information related to these resources and to meet the federal Maternal and Child Health Services Block Grant requirement that the state have a 24-hour, toll-free maternal and child health (MCH) hotline. The Hotline (**1-800-522-5006, TDD/TTY 1-800-655-1789**) is New York State's prime information link to its population for public health and health program information, serving as a key feature in the state's health and social services safety net. The Bureau of Women's Health supervises the operation of the contractually-operated hotline.

The statewide Growing Up Healthy Hotline provides information about public health, health care, and other health and human services for women, teens, children and families. The toll-free hotline is a 24 hours a day, seven days a week, multi-lingual information and referral services program. Trained tele-counselors are available 24 hours a day to answer incoming calls. **There are no answering machines used for this hotline service.** The GUH Hotline number is published in local telephone directories and used in public information campaigns directed at the maternal and child health population throughout New York State.

Growing Up Healthy Hotline tele-counselors answer phone calls and provide appropriate resource information and referrals to callers. Information and referral services are provided on over thirty topics (**Attachment 1**). Information is provided on local social services agencies, health departments, adolescent pregnancy programs, family planning agencies, other toll-free human service hotlines, immunization, the Women, Infants and Children Supplemental Nutrition Program (WIC), Medicaid benefits, and managed care plans approved to care for Medicaid clients. Information is provided based on a written program summary and an information and referral protocol. No medical or other advisory type of information is provided by the Hotline tele-counselors.

The most frequent subjects of Hotline calls are: WIC, the Prenatal Care Assistance Program (PCAP), Farmer's Markets, and the Summer Food Program. In addition, the GUH Hotline maintains a limited inventory of DOH publications and distributes them to callers as appropriate. Approximately one percent of total callers receive a mailing from the hotline of a DOH publication in response to their request for information.

Currently, the Hotline's computerized database includes a comprehensive information and referral resource directory and an archive of call intake and disposition data. Updated information is provided on prenatal care providers, WIC, and other services by location, on a county-specific basis. The current contractor has an established process to routinely update the database. The contractor selected under this bid process will be required to create and maintain a similar database. The software and content of this database will be turned over to DOH at the end of the contract period. DOH will work with the current contractor and the selected contractor to provide an electronic copy of information to be included in the database to ensure a seamless transition of hotline services. DOH will provide the contractor with updates to the database related to DOH programs on a periodic basis.

On average, 56,000 calls are received by the GUH Hotline for women and children's health and nutrition programs annually. Calls take an average of 2.5 minutes to complete. Ninety percent of the callers are female. Approximately forty-six percent of the total calls are received from Upstate, while fifty-four percent of the calls are received from Downstate (New York City, Long Island and the lower Hudson Valley counties). Eighty-five percent of the total calls are received between 8am – 5pm, twelve percent between 5pm and 11pm and three percent between 11pm and 8am. Eighty-three percent of the calls are received during the week (Monday through Friday) and seventeen percent are received during weekends.

The Hotline includes the capacity to communicate with those who are hearing impaired and who speak languages other than English. Ninety-four percent of the callers are English-speaking, five percent Spanish-speaking and one percent speak other languages. Currently, the AT&T language line is used for the approximately 20 "other" languages, and the duration of these calls is approximately 5.5 minutes.

## **2. WOMEN, INFANTS AND CHILDREN ELECTRONIC MAIL**

The Special Supplemental Nutrition Program for Women, Infants, and Children, (WIC) is looking for the selected contractor to receive and respond to consumer inquiries via electronic mail (e-mail). The contractor must establish and maintain a web domain for the purposes of maintaining an e-mail address that the Department will promote in publications, media, and other activities as appropriate.

Currently, the NYSDOH WIC Program receives approximately 100 inquiries from consumers per month via the United States Department of Agriculture (USDA) and the NYSDOH websites. The contractor would assume responsibility for responding to these e-mails.

The WIC e-mail is a new component and the potential for growth over the contract period cannot be predicted. The State is initially anticipating that approximately 100 e-mails per month (including those received via USDA) will be received and responded to by the contractor. It is also expected that some of the Hotline telephone volume will be

replaced by using this e-mail format. The selected contractor must demonstrate the ability to handle an increase in volume over the contract period.

Contractor staff must be available to receive and respond to e-mails 24 hours a day, 7 days a week. At a minimum, the contractor would be required to respond to e-mails within 48 hours for all routine inquiries. The contractor would utilize the current Hotline's computerized database of comprehensive information and referral resource directory to respond to the e-mails received. All responses would be provided in English. The contractor will forward those e-mails that are not of a routine nature to the WIC Program for response.

The technical aspect of the WIC e-mail component is incorporated into the Growing Up Healthy Hotline technical proposal. The cost proposal requires the bidder to develop separate costs for the WIC e-mail component and the Growing Up Healthy Telephone Hotline operation. The State reserves the right to exclude the WIC e-mail component from the contract award. A decision regarding the award of the WIC e-mail component will be based on the availability of sufficient funds to support this component and the submission of a proposal by a bidder with the ability to fulfill the responsibilities related to this component based on the information in this RFP.

## **C. DETAILED SPECIFICATIONS**

### **1. ELIGIBLE BIDDERS**

Eligible bidders for this RFP include private or public organizations authorized to operate in New York State, with a minimum of three years experience providing telephone information and referral services concerning public health, health care and other health and human services through one or more call centers.

### **2. PERFORMANCE REQUIREMENTS**

The Department of Health seeks to award a contract through this RFP process to a qualified organization for the delivery of information and referral hotline and e-mail services that are efficient and cost effective, and meet the specifications as outlined in the RFP. The successful bidder must contractually agree to Performance Requirements in areas critical to the quality of services of the GUH Hotline and WIC e-mail component. The contractor chosen as a result of this RFP process must agree to the following Performance Requirements:

- 1) The GUH Hotline and WIC e-mail component must be fully operational on July 1, 2008.
- 2) Fully staff and operate at least a P-6 grade of service (during the busiest time, a maximum of 6 out of 100 calls will get a busy signal). At least 95% of total calls must be answered by live attendants within 30 seconds.
- 3) Operate the hotline on a 24-hour basis, 7 days per week, 365 days a year, with capable staff available to answer hotline calls directly during this entire time period. **Note: Answering machines cannot be utilized for this hotline service.**

- 4) Provide an interactive voice response unit utilizing 800 incoming service, operator escape to live attendants, services for touch tone and rotary dial. The hotline must be fully accessible to all across the state and to individuals with disabilities (e.g., hearing impaired TDD/TTY services).
- 5) Provide information in multiple languages on a 24 hour, seven day a week basis. On-site services for English and on-site translation services for Spanish-speaking callers must be available to answer calls 24 hours-a-day, seven days-a-week. A mechanism must also be in place to respond to calls in languages other than English and Spanish.
- 6) Receive and respond to routine WIC electronic mail inquiries within 48 hours of receipt.
- 7) Update the computerized system database no later than 24 hours after notification of the need for an update by the DOH.
- 8) Closing of the GUH Hotline for any reason will not be permitted except under natural disaster conditions or upon direction of the DOH. In the event of a line failure other than a permitted closing, the contractor must have plans for back up services that can be initiated immediately (e.g., generator on site) and remain in operation until the problem is resolved. Back up procedures must be in effect for the hotline services as well as the hotline database and any historical data.
- 9) The presence of a back-up source of electrical power so as to permit continued call-center operation and WIC electronic mail response in the event of a power outage.
- 10) A completed call is one for which all call data has been entered into the computer database and are retrievable.
- 11) A protocol to respond to customer complaints.
- 12) A protocol to collect, record, and share data.
- 13) A policy on staff training and development.
- 14) Perform ongoing quality improvement including performance assessment of hotline and e-mail services, staff training, and reporting to DOH.

**Note:** The contractor may propose levels of performance that exceed these required standards and/or additional areas of performance requirements not specifically required by this RFP. DOH reserves the right to negotiate performance requirements favorable to the DOH, which may be different from those proposed by the selected Bidder. The bid costs cannot change due to performance changes. Performance audits will be based on the Performance Requirements above set forth in the Agreement resulting from this RFP.



### **3. IMPLEMENTATION AND ADMINISTRATION**

The contractor is expected to undertake and complete all implementation activities for the GUH Hotline and WIC e-mail component no later than July 1, 2008, so that the hotline and e-mail system are fully operational on that date. The contractor is expected to manage all aspects of the GUH Hotline and utilize technologies that facilitate caller access to the GUH Hotline and enhance tele-counselors' ability to respond efficiently and effectively to callers and e-mail inquiries as described below.

#### **a. Staffing**

The contractor will be responsible for establishing, managing and maintaining a staff of trained tele-counselors capable of responding to the volume and type of calls and e-mails outlined in this RFP. The contractor's management team and tele-counselor staff available to the GUH Hotline must be sufficient to provide timely responses to all calls and e-mails, and updates to the database, as well as responses to administrative concerns and inquiries posed by the DOH.

Staffing requirements include but are not limited to the following:

- Have sufficient capacity to address increased staffing needs for periods of high call volume (e.g., in response to specific public service announcements by the Department, to meet other Department program needs such as the implementation of new programs, etc.).
- Recruit and hire competent tele-counselors who meet established minimum qualifications, including experience working with the general public, demonstrated interpersonal and communications skills, ability to work flexible hours, and any applicable certifications.
- Ensure tele-counselors are culturally competent and capable of interviewing callers of diverse backgrounds, including older adults, people with disabilities, and racial and ethnic minorities.
- Provide orientation and training to new staff.
- Participate in appropriate trainings and workshops provided by the Department, including courses on implementation of new telecommunications technology for servicing calls.

#### **b. Database Development and Maintenance**

To respond to requests for information and referrals, the contractor will establish, manage and utilize a resource database that contains up-to-date information about community organizations and the services they provide. Database requirements include but are not limited to the following:

- Develop and utilize a standardized program profile to capture pertinent information of service providers (e.g., name, address, telephone, services provided, etc.).
- Establish, maintain and update a database (using the program profiles) which facilitates input and retrieval of information, and ensures delivery of accurate information and referrals.

- Ensure program summaries are accurate and up-to-date. (All updates of program summaries require DOH approval).

**c. Call Intake Process**

The contractor is responsible for providing information and referrals appropriate to callers' needs. The contractor will develop and utilize a computerized protocol designed to:

- Determine caller needs and circumstances.
- Identify and provide callers with accurate and responsive information and referral from the program database, and link callers with the appropriate provider of service, if necessary.
- Gather and document demographic and referral information about callers while protecting confidentiality.
- Respond to callers in crisis.

**d. E-Mail Response Process**

The contractor will:

- Establish and maintain an internet domain and e-mail address to receive and respond to WIC e-mail inquiries.
- Receive and respond within 48 hours to approximately 300 routine electronic mails per quarter from the State or consumers.
- Forward non-routine e-mail received from consumers to DOH WIC Program for response.

**e. Reporting**

The contractor is responsible for establishing and maintaining a system to produce quarterly, semiannual, annual and other reports as required, that include client profiles (e.g., client calls by gender, language spoken, county, reason for the call and issues such as access and availability) and number and types of e-mails received.

The contractor must submit management and data reports as required by DOH for its use in the review, management and analysis of the GUH Hotline. Data reports must be submitted in a PDF format and accompanied by a DBASE file containing individual records for the data that are summarized in the PDF file, or another acceptable format as determined by the Department. The contractor must have quality control measures in place to assure accuracy and timeliness of all reports. Reports shall be provided by the contractor in paper format and in an electronic format as determined by DOH. The required management and data reports are categorized as follows:

- 1) **Quarterly and Annual Data Reports:** The contractor must submit quarterly and annual data reports that detail hotline utilization by various client characteristics (e.g., client calls by age, county, zip code, reason for the call and issues such as access and availability) and number of e-mails received including source of the e-mail, and type of inquiry. The reporting system must provide for logging of

calls by program, reason for the call, geographic region, source of referral, and calls requesting Spanish-speaking tele-counselors. Quarterly data reports are due thirty (30) days after the end of each quarter. Annual data reports are due thirty (30) days after the end of the contract year.

- 2) **Semi-annual and Annual Management Reports:** The contractor must submit semi-annual and annual management reports that detail the contractor's compliance with the GUH Hotline and WIC e-mail duties and responsibilities as stated in this RFP. The reports should include, but not be limited to, a narrative description of the areas of customer service (telephone availability, response time, etc.), peak hours for calls, average length of calls, use of translation services for languages other than English and devices for individuals with disabilities, call abandonment rate, types and amount of DOH materials disseminated to callers, staff training conducted, peak periods of receipt of e-mails, average e-mail response time, length of time required to prepare responses to e-mails, and any challenges and/or issues and their disposition, (e.g., steps taken to address high volume and high caller abandonment rates). Semi-annual narrative reports are due thirty (30) days after the end of the second quarter. Annual narrative reports are due thirty (30) days after the end of the contract year.
- 3) **Special Reports:** The contractor must be able and willing to supply special reports if requested by DOH. These may or may not be needed and would principally consist of data runs on completed calls and e-mails responses.
- 4) **Resource Directory:** The contractor must provide the Department with a list of resources sorted by program area and county on an annual basis, including number of records updated and number of new records added in that year. The resource directory should be provided in hardcopy and electronic version (both PDF and Microsoft Word document).

The contractor must submit all contract-prepared materials, including marketing materials, fact sheets, articles, etc., to the DOH for review and approval prior to their use.

#### **f. Quality Improvement**

The contractor is responsible for conducting a comprehensive Quality Improvement program for hotline and e-mail services, which includes training and supervision of hotline staff, ongoing assessment of the quality of information provided to callers and e-mail inquiries, and follow-up on identified issues. Ongoing performance assessment will include:

- 1) Assessment of technological efficiencies and the need to upgrade equipment.
- 2) Evaluation of hotline implementation including monitoring of response time, abandonment rate, staff effectiveness, and use of management reports to improve hotline performance.

- 3) Evaluation of the implementation of the WIC e-mail component including monitoring of response time and type of e-mails referred to DOH for response.
- 4) Provision of periodic in-service training to keep staff up to date on program content in order to respond to calls in particular program areas and to develop skills (e.g., cultural competency, communications skills, listening skills).
- 5) Provision of advice and recommendations to DOH regarding the GUH Hotline operations and management. Such responsibility shall include, but not be limited to, keeping the State informed in a timely manner concerning such matters as new advances and technological improvements in telecommunications, innovations and any potential issues affecting the GUH Hotline. DOH is not under any obligation to act on such advice or recommendations.

## **D. PROPOSAL REQUIREMENTS**

The requirements established by this RFP for proposal content and format will be used to evaluate proposals. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process.

Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the RFP. Proposals must be submitted, on paper, in two distinct parts, **Part 1 – Technical Proposal, and Part 2 – Cost Proposal**, separately sealed and identified with the name of the bidder and RFP # 0703270853.

**No cost or pricing information should be submitted in a bidder's Technical Proposal.**

Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appended material. Narrative should be double spaced, using a 12 pitch font or larger, with minimum 1 inch margins all around, and adhere to the maximum page limits. Secure proposals with a staple, rubber band, paper clip or binder clip. Do not place proposals in binders.

### **1. PART 1 - TECHNICAL PROPOSAL**

The bidder's Technical Proposal must contain a cover letter signed by an official authorized to bind the bidder to the provisions contained therein.

Responses to all proposal requirements must be addressed in the Technical Proposal. The Technical Proposal consists of a narrative description of how the bidder will manage all aspects of the Growing Up Healthy Hotline described in **Section C- Detailed Specifications** of this RFP and as outlined below. Bidders may provide additional information or recommendations relevant for consideration in the State's determination of award of this contract. Each bidder's Technical Proposal must include separate responses to the following requirements pertaining to substance and general content:

#### **a. Cover Page**

A cover page with identifying information using the template in **Attachment 2**.

**b. Executive Summary (2 page limit)**

An Executive Summary which describes the bidder's understanding of the performance requirements outlined in this RFP, DOH's approach to Hotline and WIC e-mail services, and how the bidder can assist DOH in accomplishing its objectives. Include affirmative statements that the bidder is currently authorized to operate in New York State; has a minimum of three-years experience in providing telephone answering services through one or more call centers; and that all implementation activities for the GUH Hotline and the WIC e-mail will be completed no later than July 1, 2008, so that the hotline and e-mail component, as detailed in this RFP, are fully operational on that date.

**c. Organizational Background and Experience (6 page limit)**

Bidders should have a minimum of three years experience in providing telephone answering services through one or more call centers. Preference will be given to bidders whose call center supervisors and staff are directly employed by the principals. Describe the background, experience, and structure that qualify the bidder and, if applicable, its subcontractor(s) to undertake the functions and activities required in this RFP. (Subcontractor agreements will require prior DOH approval.) This information should include but not be limited to:

- 1) The bidder's organizational mission, and a description of the bidder's background and experience in administering information and referral hotline services comparable to the size and scope of the requirements described in this RFP, including a description of current contracts and responsibilities, experience and/or current contracts with public health/health care agencies, number and types of employees and size and description of customer base.
- 2) A description of bidder's current organizational structure, call center facilities and technological capacity, including a description of the facilities, computer system, telephone system and number of lines to be utilized for the implementation of the GUH Hotline and the bidder's experience with providing an interactive voice response unit utilizing 800 incoming service, operator escape to live attendants, services for touch tone and rotary dial and fully accessible service to all across the state and to individuals with disabilities (e.g., hearing impaired TDD/TTY services); and the extent to which existing facilities will be expanded, technology upgraded, and/or staff added to administer the GUH Hotline if needed.
- 3) A description of the bidder's experience operating a multi-lingual information and referral hotline, which provides information in English, Spanish and other languages (e.g., French, Russian, Chinese, Italian, etc.) needed to accommodate the needs of New York's diverse population.
- 4) A description of experience maintaining an internet domain for the purposes of responding to electronic mail inquiries from consumers.

**d. Implementation and Administration (10 page limit)**

The contractor will be responsible for implementation and administration of all aspects of the GUH Hotline and WIC E-mail component. This must include identification of a program manager who will serve as the main contact between the Department and the contractor. The successful bidder should describe processes for implementing and

managing all aspects of the Growing Up Healthy Hotline and WIC E-mail system, including processes to:

- 1) Administer and manage the GUH Hotline and WIC e-mail component with qualified and experienced management staff, including the roles, responsibilities, qualifications and experience of the program manager and other key staff and percentage of time each shall be dedicated to the hotline implementation and ongoing operation. Include, as attachments, resumes for key staff, and an organizational chart, which shows the GUH hotline team and how the hotline fits into the Bidder's organizational structure.
- 2) Staff the Hotline with trained tele-counselors, including the duties and responsibilities of tele-counselor staff, number of tele-counselors, and required position qualifications and certifications. Include a job description as an attachment.
- 3) Provide orientation and training to new tele-counselor staff including type of training provided.
- 4) Provide supervision and oversight of Hotline staff.
- 5) Provide adequate staffing at all times including periods of high call volume (e.g., in response to specific public service announcements by the Department, to meet other Department program needs such as the implementation of new programs, etc.).
- 6) Maintain and update the Hotline information and referral resource directory, including a standard process to classify information on the database, and routinely (no more than on an annual basis) obtain updated information on all services in the database.
- 7) Determine callers' needs and circumstances, identify appropriate information and referrals from the program database, link callers with the appropriate provider of services if necessary, gather demographic and referral information about callers while protecting confidentiality, and respond to callers in crisis if needed.
- 8) Receive and respond to WIC E-mail inquiries within 48 hours of receipt, including protocol for determining appropriate responses, and for referring non-routine e-mail to the DOH WIC Program for response.
- 9) Produce quarterly and annual data reports that include client profiles (e.g., client calls by gender, language spoken, county, zip code, reason for the call and issues such as access and availability) and aggregate reporting of calls by program, reason for the call, geographic region, and source of referral.
- 10) Produce semi-annual and annual management reports that address areas of customer service (telephone availability, response time, etc.), peak hours for calls, average length of calls, use of translation services for languages other than English and devices for individuals with disabilities, call abandonment rate, types and amount of DOH materials disseminated to callers, staff training conducted,

and any challenges and/or issues and their disposition, (e.g., steps taken to address high volume and high caller abandonment rates.)

- 11) Produce special reports as requested by DOH.
- 12) Provide DOH with a hardcopy and electronic version of the resource directory on an annual basis, sorted by program area and county.

Provide as attachments, samples of the data report, management report, and resource directory that will be produced in accordance with this RFP and any other reports to be produced for DOH to be able to analyze and evaluate the effectiveness in managing the GUH Hotline.

**e. Quality Improvement (3 page limit)**

Describe the bidder's processes for conducting ongoing Quality Improvement including:

- 1) Training of hotline staff, including ongoing training to build the skill sets (e.g., cultural competency, communication skills, listening skills, confidentiality, etc.) and knowledge base (program content areas) of tele-counselor staff to respond appropriately to callers. Include descriptions of the types of training provided. Include as attachments the organization's policy on providing training to call center staff, and the most current training schedule.
- 2) Assessment of technological efficiencies and the need to upgrade equipment, including advising DOH about GUH Hotline operations and management and keeping the State informed about new advances and technological improvements in telecommunications, innovations and any potential issues affecting the GUH Hotline.
- 3) Evaluation of Hotline and WIC E-mail implementation including, assessment of the quality of information provided to callers and a process for following up on customer complaints; monitoring of response time, peak hours, abandonment rate, the need for and use of translation services, staff department, and the use of management reports to improve performance; follow-up on issues identified by DOH.

**f. Workplan (Use Attachment 8 – no page limit)**

Provide a completed workplan outlining the implementation of this project as contained in **Attachment 8**. This information must include but not be limited to a detailed description of the tasks to be completed in order to have the GUH Hotline operational on July 1, 2008, respective dates for completing each task, and person(s) responsible for completing each task.

**g. References**

Provide a list of three current and three former clients who can be contacted for references regarding the bidder's provision of services similar to those required in this RFP. The list should include a name, address and telephone number for someone in that agency with sufficient authority to provide information and references to DOH. References will be asked to comment on the bidder's experience, capabilities and effectiveness in operating health and human services hotlines, responding to times of high call volume, and timeliness and accuracy of data and narrative reports.

## **2. PART 2 - COST PROPOSAL**

The bidder's Cost Proposal (Hotline and WIC Electronic Mail) must contain a cover sheet (**Attachment 6**) signed by an official authorized to bind the bidder to the provisions. This letter must contain a statement as to the period during which the provisions of the proposal will remain valid. A minimum of 365 days from the proposal due date is required.

Complete the **Cost Proposal Worksheet (Attachment 9)**. All costs should be based on the information included in this RFP. All costs must be inclusive of all activities necessary to implement the Hotline and WIC Electronic Mail component as described in this RFP. As previously noted, the State has reserved the right not to award the WIC Electronic mail component. If a decision is made not to do so, all Technical and Costs proposals will be rated based on the Hotline criteria only, without consideration of the WIC e-mail criteria and requirements. Bidders must calculate the costs associated with Hotline activities independently from the electronic mail component, and present these separately on the overall cost proposal, clearly delineated. The bidder's technical or cost proposals shall not be conditioned and/or contingent.

### **a. Hotline Component**

DOH cannot guarantee the number of calls that will be received by the contractor resulting from this RFP. Based on history and experience, a base-level of 14,000 calls per quarter (three-month period) should be assumed, and each bidder's cost proposal should be based on this level. There may be circumstances when the number of completed calls received in a quarter exceeds the 14,000 base level due to DOH media campaigns, new program development or other significant activity.

DOH acknowledges the need for the contractor to maintain a certain level of administrative and direct service activity regardless of the number of calls received through the Hotline. To accommodate this level of service, DOH has devised the following structure of payment: the contractor will be paid a flat fee for completed calls up to and including the first 14,000 calls per quarter, plus an agreed upon price per completed call for all completed calls over and above 14,000 calls per quarter.

The bidder's proposed base and overage per call for calls over 14,000 per quarter must include all costs related to oversight and implementation of the Hotline. In order to adequately pay for completed calls above 14,000, a bid must also be submitted on costs per each completed call over the 14,000 calls per quarter. In order to provide a standardized number on which to estimate the price per call for calls above the baseline of 14,000 calls per quarter, a quantity of 1,400 calls is given on the Cost Proposal Worksheet. This estimate is provided to potential bidders solely for the purpose of comparing bidders' cost proposals. It is not a guarantee of the number of calls above the baseline.

Any and all costs associated with the Hotline must be included in the bid, including but not limited to:

- All costs associated with the start-up, administration, oversight and implementation of the Hotline to meet the requirements in the RFP.



- Development and maintenance of the information and referral database, including a procedure for routine, periodic updates.
- Supervision, oversight, initial orientation and ongoing training of all hotline staff.
- Any space, computer and telephone equipment needed to implement and maintain the hotline services to meet the performance targets in this RFP.
- All quality improvement and reporting systems.
- Maintaining Hotline staff with the ability to respond to the calls and collect data as specified in the RFP.
- Mailing of DOH publications to callers as appropriate.
- Translation services which are provided by other than Hotline staff included above.

Any other expenses related to having an adequate number of lines or equipment, installations or modifications to enable the contractor to develop and maintain the Hotline is the responsibility of the contractor and must be built into the cost proposal.

The contractor will voucher DOH on a quarterly basis, which will include the base level and any completed calls exceeding the 14,000 base. For example, if the Hotline receives 15,500 calls in one quarter, the contractor would voucher for the base quarterly rate as well as the per call payment for the additional completed calls over and above the 14,000. All vouchers must be submitted in conjunction with or subsequent to the quarterly data report as delineated in **Section C.3.e**.

**b. WIC Electronic Mail Component**

DOH cannot guarantee the number of WIC electronic mails that will be received by the contractor resulting from this RFP. A base-level of 300 e-mails per quarter should be assumed, and each bidder's cost proposal should be based on this level. There may be circumstances where the number of e-mails responded to in a quarter exceeds the 300 base level. This increase may be due to DOH media campaigns, new program development or other significant activity.

DOH acknowledges the need for the contractor to maintain a certain level of administrative and direct service activity regardless of the volume of WIC electronic mail to which the contractor responds. To accommodate this level of service, DOH has devised the following structure of payment: the contractor will be paid the proposed fee for electronic mails responded to, up to and including the first 300 e-mails per quarter, plus an agreed upon price per e-mail responded to over and above 300 e-mails per quarter.

The bidder's proposed base and overage per e-mail for e-mails over 300 per quarter must include all costs related to oversight and implementation of the WIC e-mail component. In order to adequately pay for e-mail responses above 300, a bid must also be submitted on costs per each e-mail response over the 300 per quarter. In order to provide a standardized number on which to estimate the price per e-mail for e-mails above the baseline of 300 e-mails per quarter, a quantity of 200 e-mails is given on the

Cost Proposal Worksheet. This estimate is provided to potential bidders solely for the purpose of comparing bidders' cost proposals. It is not a guarantee of the number of e-mails above the baseline.

Payment will be based on all costs related to oversight and implementation of the WIC electronic mail component. Any and all costs associated with the e-mail component must be included in the bid, including but not limited to:

- All costs associated with the start-up, administration, oversight and the implementation of the WIC electronic mail component to meet the requirements in the RFP.
- Supervision, oversight, initial orientation and ongoing training of staff.
- Any space, computer and telephone equipment needed to implement the electronic mail services to meet the performance targets in this RFP.
- All quality improvement and reporting systems.
- Maintaining staff with the ability to respond to the electronic mail received and collect data as specified in the RFP.
- All costs associated with the establishment of an internet domain.

Any other expenses related to having adequate equipment, installations or modifications to enable the contractor to develop and maintain the electronic mail component is the responsibility of the contractor and must be built into the cost proposal.

The contractor will voucher DOH on a quarterly basis which will include the base level as well as any e-mails responded to exceeding the 300 base. For example, if the contractor responds to 400 e-mails in one quarter, the contractor would voucher for the base quarterly rate as well as the per e-mail payment for an additional 100 calls over and above the 300 on which the quarterly base payment is based. All vouchers must be submitted in conjunction with or subsequent to the quarterly data report as delineated in **Section C.3.e**.

The Cost Proposal will include the Growing Up Healthy Hotline and Electronic Mail Component Cost Proposal worksheet (**Attachment 9**) as well as a narrative description of the methodology used and the factors considered to develop the cost proposal.

### **3. METHOD OF AWARD**

During the evaluation process, DOH may require clarifying information from a bidder for the purpose of assuring DOH's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with formats set forth in this RFP and, if received by the due date set forth in the DOH request for clarification, will be included as a formal part of the bidder's proposal.

Proposals deemed by DOH to be responsive to the Submission Requirements set forth in this RFP will be evaluated by DOH staff, assisted by other persons as DOH deems

appropriate. In order to award a contract, DOH will select the bidder that submits the proposal that offers the best value.

At the discretion of the Department of Health, all bids may be rejected. The evaluation of the bids will include, but not be limited to the following considerations:

**a. Pass/Fail Requirements**

All proposals will have an initial pass/fail screening for the following requirements:

- 1) The bidder has at least 3 years experience in providing telephone answering services through one or more call centers.
- 2) The bidder is currently authorized to operate in New York State

**b. Technical Proposal Score (60 points)**

DOH will evaluate and score proposals based on each bidder's ability to perform the Growing Up Healthy Hotline and WIC e-mail services as described in this RFP. The evaluation will be based on the bidder's written technical proposal; responses to clarifying questions, if any; information obtained through reference checks; DOH's and other state agencies' experience with the bidder or its proposed subcontractors; and, as is deemed necessary, oral presentations and/or on-site visits conducted to amplify and or clarify that bidder's technical approach.

The evaluation criteria and relative point value for each section are described as follows:

**1) Organizational Background and Experience – 20 points**

The bidder will be rated on the completeness, reasonableness and appropriateness of the proposal and implementation plan, willingness and ability to meet performance targets, the mission of the organization and its fit with the purpose and intent of the Hotline, and the qualifications of personnel responsible for the oversight and management of the implementation.

**2) Implementation and Administration – 20 points**

The bidder will be rated on the ability to provide Hotline and electronic mail services as described in the RFP, including but not limited to, 24 hour, seven day a week answering services, translation services and maintenance of a computerized directory and database.

**3) Quality Improvement – 10 points**

The bidder will be rated on the completeness and appropriateness of the plan to provide training and oversight to Hotline staff, maintain high quality services, evaluate issues and the effectiveness of the services and provide standard and ad-hoc reports to DOH.

**4) Workplan - 10 points**

The bidder will be rated on the completeness and appropriateness of the workplan, including identification of relevant tasks, identification of persons responsible for completing each task, and respective dates for completing each task.

The following formula will be used to determine each bidder's final technical proposal score:

$t = (x / y) * 60$  where

x = raw technical score of proposal being scored,

y = raw technical score of highest technical scoring proposal,

60 = total technical points available, and

t = normalized technical score for bidder being scored.

**c. Cost Score (40 points)**

DOH will assign each proposal a Total Cost Score based on a cost formula using the Total Bid for the Five Year Period as submitted by the bidder on **Attachment 9**. All costs will be based on an average number of 56,000 calls and 1,200 WIC e-mails per year over a five-year period. The bidder's cost score will be determined based on the following formula:

$c = (a / b) * 40$  where:

a = total cost of lowest cost proposal

b = total cost of proposal being scored

40 = total cost points available

For example, bidder "A" submits the lowest bid for \$100,000 and bidder "B" submits a proposal for \$120,000. The score for bidder B will be determined as follows:

$c = (\$100,000 / 120,000) * 40$

c = 33 points

If there is a decision not to award the WIC e-mail component, the Total Cost Score will be based on the required items as related to the hotline component only, and the Total Cost Score will be based on the Total Bid for the Five Year Period for Hotline Services in **Attachment 9** (6a + 6b).

**d. Total Combined Score**

To arrive at the Total Combined Score, DOH will combine the bidder's Technical and Cost Scores. The maximum score any bidder can receive is 100 points. DOH will select the bidder with the highest combined score. If two (2) or more bids are tied for the highest score, DOH will select and enter into negotiations for the purposes of executing a contract with the bidder with the lowest cost score.

**E. ADMINISTRATIVE INFORMATION**

**1. ISSUING AGENCY**

This Request for Proposals (RFP) is a solicitation issued by the New York State Department of Health. The Department is responsible for the requirements specified

herein and for the evaluation of all proposals.

## **2. INQUIRIES**

Any questions concerning this solicitation must be directed to:

Bureau of Women's Health  
New York State Department of Health  
Corning Tower, Room 1805  
Albany, New York 12237-0621  
Attn: Michael Acosta  
Email: [MAA04@health.state.ny.us](mailto:MAA04@health.state.ny.us)

Each question raised should cite the RFP section, paragraph and page number to which it refers. Requests to receive responses to written questions may also be mailed to the address above. **Written questions and requests to receive responses will be accepted until July 27, 2007.**

***Prospective bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, must be raised prior to the submission of a proposal.***

### **a. Letter of Interest**

A Letter of Interest will **not** be used as part of the proposal process for this RFP.

### **b. Bidders Conference**

A non-mandatory bidders tele-conference will be held on August 10, 2007. Interested bidders should register for this conference by completing and returning the form in **Attachment 3** by August 3, 2007 to ensure an adequate number of phone lines are available. The 1-800 call in number and participant code will be sent to all who register for the call.

### **c. Responses**

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by August 24, 2007. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above. Updates will also be mailed to all potential bidders who submit a question, or register for the bidders tele-conference.

### **d. Notification of Award**

A proposal award notification letter will be sent to the successful bidder indicating a conditional award subject to successful contract negotiations. The remaining bidders will be notified of the conditional award and the possibility that failed negotiations could result in an alternative award.

## **3. SUBMISSION OF PROPOSAL**

Interested bidders should submit **one original and seven (7) signed copies** of their separately written Technical and Cost Proposals not later than **4:00 PM on September 21, 2007**. The Technical Proposal and Cost Proposal must be clearly labeled "Growing Up Healthy Hotline Technical Proposal" and "Growing Up Healthy Hotline Cost Proposal", and should be in two distinct parts, separately sealed and identified. **No cost or pricing information should be in a bidder's Technical Proposal.**

Responses to this solicitation should be clearly marked "Growing Up Healthy Hotline RFP" and directed to:

New York State Department of Health  
Bureau of Women's Health  
GNARESP Corning Tower, Room 1805  
Albany, NY 12237-0621

Attention: Michael A. Acosta

It is the bidders' responsibility to see that bids are delivered to Room 1805 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to room 1805 will not be considered. **No proposals will be accepted by fax or electronic mail.**

- 1) The Bid Form (**Attachment 4**) must be filled out in its entirety.
- 2) The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
- 3) All evidence and documentation requested under **Section D, Proposal Requirements** must be provided at the time the proposal is submitted.

During the bid evaluation process, the Department may require clarifying information from a bidder for the purpose of assuring the Department's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with the format set forth in this RFP and will be included as a formal part of the bidder's proposal. Clarifying information will not amend the bidder's proposal.

The Department is not responsible for any costs incurred by bidders prior to the issuance of a contract.

**4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:**

- a. Reject any or all proposals received in response to this RFP.
- b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
- c. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
- d. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
- e. Eliminate mandatory requirements unmet by all offerers.
- f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best

interests of the State.

## **5. PAYMENT**

If awarded a contract, the contractor shall submit invoices to the State's designated payment office:

Fiscal Unit  
Division of Family Health  
NYS Department of Health  
GNARESP Corning Tower Building  
Room 878  
Albany, New York 12237-0657

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Invoices are to be submitted on a quarterly basis (within 45 days from the end of each quarter) for the Growing Up Healthy Hotline services. In no case will payment be authorized prior to receipt of all required reports.

## **6. TERM OF CONTRACT**

This agreement shall be effective upon approval of the NYS office of the State Comptroller.

It is the intent of DOH to award a five-year contract for the period July 1, 2008 through June 30, 2013.

This agreement may be cancelled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified, this agreement shall be deemed terminated and cancelled.

## **7. DEBRIEFING**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than three months from the date of award announcement.

## **8. VENDOR RESPONSIBILITY QUESTIONNAIRE**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. **Attachment 14** contains the "Vendor Responsibility Questionnaire" that all bidders must complete and submit with their proposal.

In addition to the questionnaire, bidders are required to provide the following with their proposal:

- Proof of financial stability in the form of audited financial statements, Dunn & Bradstreet Reports, etc.
- Department of State Registration.
- Certificate of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.
- N.Y.S. Dept of Taxation and Finance's Contractor Certification Form ST-220-CA.

## 9. STATE CONSULTANT SERVICES REPORTING

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "**State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term**" in order to be eligible for a contract.

Winning bidders must also agree to complete a "**State Consultant Services Form B, Contractor's Annual Employment Report**" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service. Both of these forms are included as attachments to this document.

## 10. LOBBYING STATUTE

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the Temporary State Commission on lobbying;
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.



Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York Temporary State Commission on Lobbying (Lobbying Commission) regarding procurement lobbying, the Lobbying Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the Lobbying Commission.

## **11. ACCESSIBILITY OF STATE AGENCY WEB-BASED INTRANET AND INTERNET INFORMATION AND APPLICATIONS**

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy P04-002, “Accessibility of New York State Web-based Intranet and Internet Information and Applications”, and NYS Mandatory Technology Standard S04-001, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to NYS Mandatory Technology Standard S04-00, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

## **12. INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation.

When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

### **13. NEW YORK STATE TAX LAW SECTION 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 Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State 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 New York State 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 New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. 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.

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

## **F. APPENDICES FOR CONTRACT**

The following will be incorporated as appendices into any contract resulting from this Request for Proposals. This Request for Proposals will, itself, be referenced as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposals
- APPENDIX C – Proposal: The bidder's proposal (if selected for award), including any

Bid Forms and all proposal requirements.

- APPENDIX D - General Specifications
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
  - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
    - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
    - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
    - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
  - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
    - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
    - **DB-120.1** – Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
    - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

## **G. ATTACHMENTS**

1. Growing Up Healthy Hotline - Referral Programs and Topics
2. Technical Proposal Cover Sheet
3. Bidder's Conference Registration
4. NYS DOH Bid Form
5. NYS DOH No Bid Form
6. Cost Proposal Cover Sheet
7. Key GUH Hotline Staff Form
8. Growing Up Healthy Workplan Worksheets
9. Cost Proposal Worksheet
10. Appendix A - Standard Clauses for All New York State Contracts
11. Appendix D - General Specifications
12. NYS Taxation and Finance Contractor Certification Form ST-220-TD
13. N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA
14. N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire
15. State Consultant Services Form A, Contractor's Planned Employment
16. State Consultant Services Form B, Contractor's Annual Employment Report

**Growing Up Healthy Hotline  
Referral Programs and Topics**

- ◆ Breast and Cervical Cancer Screening
- ◆ Care at Home for Children with Severe Disabilities
- ◆ Care at Home for Developmentally Disabled Children
- ◆ Child Health Plus Program
- ◆ Childhood lead Poisoning Prevention Program
- ◆ Early Intervention Program
- ◆ Expanded Medicaid for Infants and Children
- ◆ Farmer's Market Nutrition Program
- ◆ Family Planning Program
- ◆ Fetal Alcohol Syndrome
- ◆ Fifth Disease
- ◆ Folic Acid Program
- ◆ Food and Nutrition Program
- ◆ Genetics Services Program
- ◆ Hepatitis B
- ◆ HIB Disease
- ◆ Hysterectomy
- ◆ Immunization Program
- ◆ Medicaid Obstetrical and Maternal Services (MOMS) Program
- ◆ Newborn Screening
- ◆ Physically Handicapped Children's Program
- ◆ Pre and Postnatal Parent Education Program
- ◆ Prenatal Care Assistance Program (PCAP)
- ◆ Rape Crisis Program
- ◆ School Health Program
- ◆ Special Supplemental Nutrition Program for Women, Infants and Children
- ◆ Sudden Infant Death Syndrome
- ◆ Summer Food Program
- ◆ Tuberculosis
- ◆ Program Staff for PCAP Complaints
- ◆ Program Staff for WIC Complaints
- ◆ Program Staff for WIC Vendor Application Inquiries
- ◆ New York State Human Services 1-800 Telephone Numbers
- ◆ State Maternal and Child Health 1-800 Telephone Numbers

New York State Department of Health  
Growing Up Healthy Hotline & WIC Email  
Technical Proposal Cover Sheet  
July 1, 2008 – June 30, 2013

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

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

\_\_\_\_\_

\_\_\_\_\_

Telephone # (    ) \_\_\_\_\_

Fax # (    ) \_\_\_\_\_

E-mail address \_\_\_\_\_

FEIN # \_\_\_\_\_

If NYS Certified:    Minority-Owned Business Enterprise \_\_\_\_\_  
                                  Women-Owned Business Enterprise \_\_\_\_\_

Signature:

Agency Executive Director: \_\_\_\_\_

**Bidder's Conference Registration**

Michael Acosta  
Bureau of Women's Health  
Division of Family Health  
New York State Department of Health  
Room 1805, Corning Tower Building  
Empire State Plaza  
Albany, New York 12237

Dear Mr. Acosta:

On behalf of \_\_\_\_\_ (Name of organization), we  
hereby inform you that we intend to participate in the bidder's conference for the  
Growing Up Healthy Hotline Request For Proposals scheduled on August 10, 2007.

Yours truly,

\_\_\_\_\_  
Signature of CEO or responsible person

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Telephone Area Code and Number

\_\_\_\_\_  
Fax Area Code and Number (if none, so indicate)

\_\_\_\_\_  
e-mail address (if none, so indicate)

NEW YORK STATE  
DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: \_\_\_\_\_ FAU # \_\_\_\_\_

Bidder Name:  
Bidder Address:

Bidder Fed ID No:

A. \_\_\_\_\_ bids a total price of \$ \_\_\_\_\_  
(Name of Offerer/Bidder)

B. Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) 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/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH 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 on the Office of General Services Website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes



1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

1d. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

1e. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

**D.** Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid

Upon Award

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.

2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)

3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

-----

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

NEW YORK STATE  
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: \_\_\_\_\_ FAU # \_\_\_\_\_

Bidders choosing not to bid are requested to complete the portion of the form below:

- We do not provide the requested services. Please remove our firm from your mailing list
- We are unable to bid at this time because:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Please retain our firm on your mailing list.

\_\_\_\_\_ (Firm Name)

\_\_\_\_\_ (Officer Signature)

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Officer Title)

\_\_\_\_\_ (Telephone)

\_\_\_\_\_ (e-mail Address)

FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.

New York State Department of Health  
Growing Up Healthy Hotline & WIC Email  
Cost Proposal Cover Sheet  
July 1, 2008– June 30, 2013

Name of Organization:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone # ( ) \_\_\_\_\_

Fax # ( ) \_\_\_\_\_

E-mail address \_\_\_\_\_

FEIN # \_\_\_\_\_

If NYS Certified: MBE \_\_\_\_\_ WBE \_\_\_\_\_

Signature:

Agency Executive Director: \_\_\_\_\_

Key Growing Up Healthy Hotline Staff

Individual and Title	Role (Description of Responsibilities)	Dedicated During Implementation (FTE)	Dedicated During Ongoing Operations (FTE)

Bidder: \_\_\_\_\_

## Growing Up Healthy Workplan Worksheet

MEASURABLE OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON(S) RESPONSIBLE	METHODS OF EVALUATION
<p>1. The GUH Hotline and WIC e-mail component are fully functional by July 1, 2008.</p> <p>2. The GUH Hotline is staffed at a minimum P-6 grade of service with a minimum of 95% of calls answered by live attendants within 30 seconds.</p> <p>3. The GUH Hotline is operated on a 24-hour a day, 7-days per week, 365-days a year basis.</p> <p>4. The GUH Hotline is staffed with trained, capable, culturally competent tele-counselors.</p> <p>5. The GUH Hotline is fully accessible to all across the state including the hearing impaired, and provides information in multiple languages.</p> <p>6. The GUH Hotline utilizes a resource database with a standardized program profile that facilitates input, retrieval and delivery of up-to-date pertinent and accurate information about community organizations and services.</p>				

<b>MEASURABLE OBJECTIVES</b>	<b>ACTIVITIES RELATED TO OBJECTIVES</b>	<b>TIME FRAME</b>	<b>PERSON(S) RESPONSIBLE</b>	<b>METHODS OF EVALUATION</b>
<p>7. The GUH Hotline utilizes a computerized call intake protocol to determine callers' needs, provide information and referrals appropriate to the callers' needs, and document pertinent demographic and referral information while protecting callers' confidentiality.</p> <p>8. An internet domain and e-mail address are maintained to receive and respond to WIC-email inquiries.</p> <p>9. WIC electronic mail inquiries are responded to within 48 hours of receipt.</p> <p>10. Required reports are submitted in an accurate and timely basis, including quarterly and annual data reports, semi-annual and annual management reports, special reports as requested, and an annual resource directory.</p> <p>11. Quality improvement processes are in place for GUH Hotline and WIC e-mail services, to ensure staff are trained, supervised and effective; technologies used are efficient and current; information provided is accurate and appropriate; response time is monitored; abandonment rate is minimized; and management reports are utilized to improve performance.</p>				

**Growing Up Healthy Hotline and Electronic Mail Component Cost Proposal**

Price	Projected Calls (Column 1)	Years 1 and 2 8 Quarters (Column 2)	Year 3 4 Quarters (Column 3)	Year 4 4 Quarters (Column 4)	Year 5 4 Quarters (Column 5)	Total Five Year Projected Price (Column 6)
<b>Hotline - Baseline Price per Quarter</b>	First 14,000 calls per quarter	Base price \$_____ × 8 quarters = \$_____	Base price \$_____ × 4 quarters = \$_____	Base price \$_____ × 4 quarters = \$_____	Base price \$_____ × 4 quarters = \$_____	<b>(6a)</b>
<b>Price per call above base</b>	1,400 calls	Price per call \$_____ × 1,400 × 8 quarters = \$_____	Price per call \$_____ × 1,400 × 4 quarters = \$_____	Price per call \$_____ × 1,400 × 4 quarters = \$_____	Price per call \$_____ × 1,400 × 4 quarters = \$_____	<b>(6b)</b>
<b>WIC Email - Baseline Price per quarter</b>	First 300 e-mails per quarter	Base price \$_____ × 8 quarters = \$_____	Base price \$_____ × 4 quarters = \$_____	Base price \$_____ × 4 quarters = \$_____	Base price \$_____ × 4 quarters = \$_____	<b>(6c)</b>
<b>Price per e-mail above base</b>	200 e-mails	Price per e-mail \$_____ × 200 × 8 quarters = \$_____	Price per e-mail \$_____ × 200 × 4 quarters = \$_____	Price per e-mail \$_____ × 200 × 4 quarters = \$_____	Price per e-mail \$_____ × 200 × 4 quarters = \$_____	<b>(6d)</b>
<b>Total Five Year Projected Price (Sum of 6a + 6b+6c+6d = 6e)</b>						<b>(6e)</b>

**Instructions:**

Columns 2 through 5

Indicate in the space provided under Columns 2 through 5, Years 1 and 2, 3, 4 and 5, the quarterly price for the first 14,000 calls and 300 WIC e-mails per quarter and the unit price per call/e-mail and calculate total price for all quarters in that column.

Column 6

In Column 6, show the amount that results from the summation of the following calculations.

- Base Price – Sum the quarterly price quotes for all quarters for the five year total.
- Price per call/e-mails – Sum the quarterly price per calls for all quarters for the five-year total.

Reviewer’s Name: \_\_\_\_\_ Reviewer’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Appendix A – Standard Clauses for All New York State Contracts**

**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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

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**Appendix D – General Specifications**

APPENDIX D  
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

Health in strict accordance with the specifications and pursuant to a contract therefore.

- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
  
- I. **Non-Collusive Bidding**  
By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - a. The prices of this 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;
  
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.



The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**  
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
  - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.
- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

## 2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

## 3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

- O. **No Subcontracting**  
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. **Superintendence by Contractor**  
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. **Sufficiency of Personnel and Equipment**  
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. **Experience Requirements**  
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. **Contract Amendments**  
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor
2. If, in the judgement of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

#### X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
  - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for 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.
  - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
  - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
  - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and

benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of



those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
  - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
  - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
  - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15<sup>th</sup> following the end of each state fiscal year included in this contract term. This report must be submitted to:
  - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11<sup>th</sup> Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

- 1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

- 1. 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). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

**NYS Taxation and Finance Contractor Certification Form ST-220-TD**



# Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-TD

(6/06)

**For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).**

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ( )
Covered agency name	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at [www.nystax.gov](http://www.nystax.gov). Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).


This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.


Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.


Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

## Need help?

 **Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)

 **Fax-on-demand forms:** 1 800 748-3676


 **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

**Sales Tax Information Center:** 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

### Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

### Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

### Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)







**N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA**



# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address		Covered agency telephone number	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

**N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire**

**STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<b>1. VENDOR IS:</b> <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
<b>2. VENDOR'S LEGAL BUSINESS NAME</b>		<b>3. IDENTIFICATION NUMBERS</b> a) FEIN # b) DUNS #	
<b>4. D/B/A – Doing Business As (if applicable) &amp; COUNTY FILED:</b>		<b>5. WEBSITE ADDRESS (if applicable)</b>	
<b>6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</b>		<b>7. TELEPHONE NUMBER</b>	<b>8. FAX NUMBER</b>
<b>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above</b>		<b>10. TELEPHONE NUMBER</b>	<b>11. FAX NUMBER</b>
<b>12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS:</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		<b>13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b> Name Title Telephone Number Fax Number e-mail	
<b>14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):</b>			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
<b>15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)</b>			
<b>16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:</b>			
<b>17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):</b>			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

**A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.**

<p><b>18.</b> Is the vendor certified in New York State as a (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)  <input type="checkbox"/> Women’s Business Enterprise (WBE)  <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p><i>Please provide a copy of any of the above certifications that apply.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>19.</b> Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above?  <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>20.</b> Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p><b>a)</b> An elected or appointed public official or officer?  <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p><b>b)</b> A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency?  <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i></p> <p><b>c)</b> If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency?  <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i></p> <p><b>d)</b> An officer of any political party organization in New York State, whether paid or unpaid?  <i>List each individual’s name, business title or consulting capacity and the official political party position held with applicable service dates.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No

**STATE OF NEW YORK**  
**OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p><b>21.</b> Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:</p>	
<p><b>a)</b> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>b)</b> been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>c)</b> been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety &amp; Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No





**STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p><b>27.</b> Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>28.</b> Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>29.</b> In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:</p> <ul style="list-style-type: none"> <li><b>a)</b> defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> <li><b>b)</b> received an overall unsatisfactory performance assessment from any government agency on any contract; or</li> <li><b>c)</b> had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</li> </ul> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**STATE OF NEW YORK**  
**OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:                    )  
                                  ) ss:  
County of:                 )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Owner/Officer\_\_\_\_\_

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# New York State

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

## Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

**Prospective contractors must answer every question contained in this questionnaire.** Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

**State Consultant Services Form A, Contractor's Planned Employment**

State Consultant Services  
**FORM A**

OSC Use Only  
 Reporting Code:  
 Category Code:  
 Date Contract Approved:

Contractor's Planned Employment  
 From Contract Start Date through End of Contract Term

New York State Department of Health Contractor Name:	Agency Code 12000 Contract Number:
Contract Start Date: / /	Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of  
 (use additional pages if necessary)

# Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15<sup>th</sup> of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting  
or via fax to –  
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Consultant Reporting

## Completing the Reports:

**Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.

**Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

**Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

**Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

**Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**State Consultant Services Form B  
Contractor's Annual Employment Report**



State Consultant Services

# FORM B

OSC Use Only  
Reporting Code:  
Category Code:

Contractor's Annual Employment Report  
Report Period: April 1, \_\_\_\_ to March 31, \_\_\_\_

New York State Department of Health	Agency Code 12000
Contract Number:	
Contract Start Date: / /	Contract End Date: / /
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Chose one that best fits):

Analysis	Evaluation	Research
Training	Data Processing	Computer Programming
Other IT Consulting	Engineering	Architect Services
Surveying	Environmental Services	Health Services
Mental Health Services	Accounting	Auditing
Paralegal	Legal	Other Consulting

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:  
Title:

Phone #:

Preparer's signature:  
Date Prepared: / /

Page of  
(use additional pages if necessary)

# Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

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Albany, NY 12239  
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**Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

**Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

**Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.