

# **NEW YORK STATE DEPARTMENT OF HEALTH**

A Request for Proposals for

## **Division of Epidemiology Bureau of Communicable Disease Control**

RFP No. 0907130846

Emergency Call Center Services

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### Schedule of Key Events

RFP Release Date	August 10, 2009
Written Questions Due	August 24, 2009
Response to Written Questions	August 28, 2009
Proposal Due Date	Sept. 21, 2009

## Contacts Pursuant to State Finance Law § 139-j and 139-k

### **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:

- Submission of written proposals or bids
- Submission of Written Questions
- 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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## **I. INTRODUCTION**

The purpose of this Request for Proposals (RFP) entitled “Emergency Call Center Services” is to secure the services of one or more qualified contractor(s) who will maintain and operate a toll-free call center to respond to calls from the general public in the event of a public health emergency. The call center must be able to respond to calls statewide. Calls from health care professionals, hospitals and other health care facilities, and local health departments will be routed back to the New York State Department of Health (Department) for response if the inquiry is beyond the scope of services provided by the call center. Because the call center will be operationalized in response to public health emergencies, the number of times and duration of times that the call center will provide services cannot be determined.

The Department seeks to award one or more contracts in response to this RFP. The number of contracts awarded will be dependent on the quality of the proposals submitted and the ability of the contractors to meet the specialized needs of the Department.

The contract(s) will be for a maximum contract period of five years for the period February 1, 2010 to January 31, 2015, subject to the sole option of the State and satisfactory performance and availability of funds.

## **II. BACKGROUND**

The mission of the Division of Epidemiology in the Department is to use sound scientific practices and principles to protect the health of all New Yorkers. The Bureau of Communicable Disease Control (BCDC), a bureau in the Division of Epidemiology, is responsible for the control and prevention of communicable diseases through investigation, research and education. BCDC collects and monitors reports of over 60 diseases that must be reported to the Department. The bureau provides consultation to local health departments, hospitals and other health care facilities, and other health professionals to control disease spread and minimize illness and death. Specific field activities include outbreak investigations, public and provider education and provision of vaccines.

Public health emergencies include, but are not limited to, food-borne illness, community and health facility-related communicable disease exposures and outbreaks, as well as potential bioterrorist events. These emergencies can result in numerous inquiries from concerned members of the public who are seeking information and possible treatment. The Department does not have the staff to activate and operate a call center to respond to a large volume of inquiries.

The objective of this RFP is to secure a qualified source of call center services to meet the needs of the Department to disseminate essential information to the general public on a timely and cost effective basis in emergency situations. This will enable the Department to carry out core outbreak activities necessary to protect the health of all New Yorkers while responding to critical questions from the public.

### **III. ELIGIBLE BIDDERS**

Eligible bidders for this RFP include private or public organizations authorized to operate in the United States, Canada and Europe (provided that European organizations have a home office in the United States), with a minimum of three years experience handling and responding to a considerable volume of calls at the same time, through one or more call centers.

### **IV. PROJECT SPECIFICATIONS**

The Department of Health seeks to award contracts through this RFP process to one or more qualified organizations for the delivery of emergency call center services that are efficient and cost effective, and meet the specifications as outlined in the RFP.

#### **A. Organizational Background and Experience**

Bidders must have a minimum of three years experience in providing call center services through one or more call centers. It is preferred that the contractor also have experience operating a statewide call center responding to emergencies. Bidders must have the organizational structure, facilities and technology in place to ramp-up call center operations to fully operational status within four hours after being notified by the Department, as described in Section C, Detailed Project Specifications. The bidder must provide three references who can be contacted regarding the bidder's provision of services similar to those required in this RFP. References will be asked to comment on the bidder's experience, capabilities and effectiveness in operating emergency call centers, responding in times of high call volume, and timeliness and accuracy of data and narrative reports. Bidders must provide a list of call centers, preferably statewide, that the bidder has managed within the last five years. Bidders must identify how many operators can be devoted to a New York State Department of Health call center response, while the bidder maintains contractual obligations with other businesses.

#### **B. Staff Qualifications**

The contractor shall ensure that the project and each of its components is adequately staffed with experienced, knowledgeable personnel who can meet the responsibilities outlined in this RFP. The bidder shall provide the Department with an organizational chart outlining the structure of the call center including management and all key staff, and identified lines of authority. The bidder must identify a Program Manager who will serve as the main contact with the Department. The names of other management personnel must be shown on the organizational chart. Resumes of key staff shall be included. The organizational chart must indicate the numbers and types of staff for each component/function. The Department reserves the right to reject any proposed management personnel based on inadequate qualifications, poor references, or knowledge of previous inadequate performance.

The Department must be notified in writing, reasonably in advance, if a new or other Project Manager will be hired. The notice must include an explanation for the change and the name and credentials of the individual proposed to assume the position. Any changes or additions in key staff once the contract has begun must also be reported to the Department with resumes of key staff submitted to the Department, for prior approval, reasonably in advance of when staff begins employment. The contractor shall supply the Department with an updated organizational chart

on an annual basis or as requested by the Department. The Department may request changes in staff based on performance and quality, and request a replacement of equal or stronger qualifications. The contractor must have a confidentiality policy and provide an explanation of staff training in confidentiality.

The contractor is responsible for hiring, managing and maintaining a staff of qualified, trained operators capable of responding to the volume and type of calls outlined in the RFP. The management team and number of live operators must be sufficient to provide timely responses to all calls and updates to the database, as well as responses to administrative concerns and inquiries posed by the Department.

The selected contractor must submit a staff training plan outlining how staff will be trained on an on-going basis to respond to callers' inquiries and concerns, build skills sets to appropriately respond to callers, handle calls of an emergency nature, and ensure that staff is kept up-to-date on "Question and Answer" script content. The contractor must make available sufficient numbers of staff to assure contracted performance standards are met (call waiting times, etc.). The contractor must assure the ability to respond in multiple languages as indicated by the specific emergencies for which the call center is activated.

### **C. Detailed Project Specifications**

As described in the Introduction and Background sections, the purpose of this RFP is to secure the services of one or more qualified contractor(s) who will maintain and operate a toll-free call center to respond to calls from the general public in the event of a public health emergency. Calls from health care professionals, hospitals and other health care facilities, and local health departments will be routed back to the Department for response, if the inquiry is beyond the scope of services provided by the call center.

Because the call center will provide services in response to public health emergencies, the number of times and duration of times that the call center will be operationalized cannot be determined. The experience of the current emergency call center indicates a monthly volume that is unpredictable and based on the unique characteristics of emergencies. The call volume is influenced by the estimated number of persons potentially exposed or impacted, the geographical regions of the state involved, and the actual or perceived threat of disease by the general public. The number of callers for each emergency cannot be guaranteed by the Department. Call volume for past, geographically localized events has ranged from 600 to 10,000 calls over one to two month periods. Call volume could be much higher in the event of an emergency impacting a large geographical region of the state.

The contractor must provide the following services and meet the following standards:

#### **1. Accessibility and Staffing**

- a) The contractor will operate the call center on a continual basis, 24 hours a day, 7 days a week, 365 days a year, for the duration of the public health emergency or event, with capable staff available to answer calls directly during this entire time period. Answering machines cannot be utilized.
- b) The contractor must have the capability to ramp-up call center operation to fully operational status within four hours after being notified by the Department and provided

the Department's "Question and Answer" script and data collection form for use by call center operators. This means that the contractor must have the facility, technology, and staffing in place to start taking calls within four hours of notification. The Department will attempt to provide as much notice as possible as the Department prepares to respond to an event.

- c) The contractor must have sufficient staff to adjust the number of staff at the call center to accommodate all call volume fluctuations, including the potential to accommodate call volume for the entire state, and coordinate with other call centers and services, as needed.
- d) The call center must be accessible to all persons throughout the state and have the capability to answer calls from other states and countries.
- e) The contractor must have the capability to receive calls forwarded from other toll-free numbers that may be directed to the call center.
- f) The contractor will be required to hire staff who have strong communication and interpersonal skills. Operators should be culturally competent and capable of interviewing callers of diverse backgrounds, including older adults, people with disabilities, and racial and ethnic minorities. Operators should have the ability to handle inquiries and requests from callers in a courteous and professional manner, including calls received in crisis situations and/or from irate callers.
- g) The contractor must make available, at a minimum, sufficient numbers of English and Spanish speaking staff during all hours of call center operation. The contractor(s) must provide language translation services in multiple languages on an as needed basis to accommodate non-English speaking callers through either multilingual staff or via a "foreign language line", such as AT&T Language Line Services. If a telephone translation service is used, the "connect time" to reach a translator should not exceed 20 seconds.
- h) The contractor must utilize a telecommunications device for the deaf (TTD) or telephone typewriter (TTY) service to ensure that the hearing impaired are offered levels of service similar to that received by telephone users.

## **2. Integrated Voice Response Systems**

- a) The contractor may use an integrated voice response system (IVR) to provide the initial message to callers. The contractor may propose using IVR in other ways that have been shown to be effective within the scope of work of the RFP.
- b) The contractor shall include the ability for callers to select an educational message or answer to frequently asked questions through an automated menu, if requested by the Department.
- c) The contractor must make all automated messaging available in English and Spanish, and add other languages as requested by the Department.
- d) The contractor must always provide the option of a live person response for all callers during the period of operation.

## **3. Response Times**

- a) The contractor must answer all calls within the first three rings, either by a live operator or by the integrated voice response.
- b) The average wait or hold time for a live operator must be less than 30 seconds.
- c) The contractor must indicate their anticipated incoming average blockage rate (the percent of calls that receive a busy signal).



- d) The contractor must indicate their anticipated average abandoned call rate.

#### **4. Caller Assistance/Information Dissemination**

The contractor is responsible for providing up-to-date information and referrals appropriate to caller needs, including callers in crisis. The contractor will use “Question and Answer” scripts provided by the Department to facilitate input and retrieval of information by operators and to ensure the timely delivery of accurate information and referrals. More specifically, the contractor’s information dissemination responsibilities include, but are not limited to, providing the following information to callers:

- a) Determine caller needs and circumstances.
- b) Provide accurate information based on “Question and Answer” scripts in response to caller questions.
- c) Provide in-service training, on an as needed basis, to keep staff up-to-date on “Question and Answer” script content. Scripts may undergo rapid revisions due to the changing nature of the public health emergency, and the contractor must ensure that staff are provided and are using the most current script provided by the Department.
- d) Link callers with an appropriate health service provider, if necessary and directed by the Department.
- e) Calls from health care professionals, hospitals and other health care facilities, and local health departments will be transferred to a Department designated number for response either immediately or the next business day, dependent on Department directive. The nature of calls requiring transfer to the Department will be determined for each event.
- f) Calls requiring transfer to a Department designated number must be accomplished via the attended transfer mode.
- g) Transfers to voice mail are allowed as negotiated by the Department.

#### **5. Caller Database: Maintenance and Data Reporting**

The contractor will manage and utilize a standardized database to collect and to report accurate information on individual callers and nature of the calls, and submit to the Department at specified timeframes. All data must be kept confidential. Data collected must also be aggregated, as directed by the Department. Database requirements include, but are not limited to, the following:

- a) Utilize a standardized database to capture data on each caller using a data collection form developed by the Department and provided to the contractor. Data to be collected may vary from event to event but will typically include the following information: demographic information; date and time of call; nature of inquiry; caller identity when appropriate; information requested; and disposition of call. Other information will vary depending on the nature of the event, but may include: date of illness, date of exposure, and location.
- b) The data collection system must also be able to export the raw data into a delimited flat file, spreadsheet software, such as Microsoft Excel.
- c) Submit summary data reports at required intervals to the Department (either daily, weekly, monthly, or other intervals, depending on Department directed need), in a Department provided format. Summary reports must be accompanied by a Microsoft

Excel or other delimited flat file containing individual records for the data that are aggregated in the summary reports.

- d) Securely store and transmit data (e.g. Department Health Provider Network (HPN) secure file transfer, overnight data disks) that includes confidential information.
- e) Update the standardized database no later than 12 hours after notification of the need for an update by the Department.
- f) Produce ad hoc reports as requested by the Department.

## **6. Management Reports**

- a) The contractor must submit management reports as required by the Department for its use in the review, management and analysis of the call center. To support these reports, the contractor must collect, at a minimum, the following information on each call:
  - Date and time
  - Disposition (abandoned, queued, connected, completed)
  - Time to connect
  - Duration
  - For answered calls: language
  - For answered calls; devices for individuals with disabilities
  - For IVR systems: tallies of all menu selections
- b) Summary reports must also be submitted and include 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 rates, and any other challenges and/or issues related to staffing, maintenance and operational issues and their disposition. The information submitted must include any data used to determine billing charges.
- c) The contractor must have quality control measures in place to assure accuracy and timeliness of all reports. Reports shall be provided by the contractor(s) in paper format and in an electronic format as determined by the Department.

## **7. Quality Assurance and Improvement**

The contractor shall have a written internal quality assurance (QA) plan for the monitoring and improving of call center services, which includes training and supervision of staff, ongoing performance assessment of the quality of information provided to callers, and follow-up on identified issues. Any alteration of the frequency or strategy for monitoring call center services shall only be made with prior approval of the Department. This includes, but is not limited to:

- a) Evaluation of call center operations including monitoring of response time, abandonment rate, staff effectiveness, and use of management reports to improve call center performance.
- b) Provision of feedback to the Department regarding questions from callers that the “Question and Answer” script does not answer.
- c) The capability to gather and report on customer complaints, compliments and other service related comments/suggestions and protocol to respond to customer complaints.
- d) A process for rapid and thorough follow-up of any complaints.
- e) Performance assessment of call center services, staff training, and reporting to the Department.
- f) Provision of advice and recommendation to the Department regarding call center operations and management. Such responsibility shall include, but not be limited to,

keeping the Department informed in a timely manner concerning such matters as new advances and technological improvements in telecommunications, innovation and any potential issues affecting the call center. The Department is not under any obligation to act on such advice or recommendations.

## **V. PROPOSAL REQUIREMENTS**

### **A. GENERAL SUBMISSION REQUIREMENTS**

A Technical and Cost Proposal must be submitted in response to this RFP. 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.

The Technical and Cost Proposals must be submitted in separate sealed envelopes/packages and placed in a third package. The two sections should be marked as follows: "Technical Proposal-Emergency Call Center Services" and "Cost Proposal-Emergency Call Center Services". Each section should be identified with the name of the bidder and RFP # 0907130846. Proposals must be typed, using 8.5 by 11 inch paper, Times New Roman size 12 font, and submitted in three-ring binders. Hand-written copies will not be accepted. Separate binders should be used for the Technical and Cost Proposals.

All evidence and documentation requested under this RFP must be provided at the time the proposal is submitted. Interested bidders must submit 1 original and 6 signed hard copies of their proposal and one copy on CD ROM in Microsoft Word format. Proposals may be mailed, delivered in person or by private carrier to:

Joan Cleary Miron, Director of Preparedness Coordination  
Division of Epidemiology  
NYS Department of Health  
Room 651, Corning Tower, Empire State Plaza  
Albany, NY 12237-0627  
(518) 473-4436  
callcenterrfp@notes.health.state.ny.us

It is the bidder's responsibility to see that bids are delivered to Room 651, Empire State Plaza 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 651 will not be considered. E-mailed and faxed copies will not be accepted.

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

The Department reserves the right to change requirements at any time during the process provided the changes are justified and that modifications would not materially benefit or disadvantage a bidder. Any modifications and/or amendments to the RFP will be made prior to receipt of proposals and all potential bidders made aware of the changes. Additionally, the modifications and/or amendments will be posted on the Department website.

Submission of proposal indicates acceptance of all conditions contained in this RFP.

## B. TECHNICAL PROPOSAL

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 emergency call center described in **Section IV-Project Specifications**. Bidders may provide additional information or recommendations relevant for consideration in the State's determination of award of the contract(s).

Technical proposals must be organized into the following sections:

Transmittal Letter

Section 1:	Executive Summary
Section 2:	Organizational Background and Experience
Section 3:	Staff Qualifications
Section 4:	Proposed Approach

### 1. Transmittal Letter

The bidder's Technical Proposal must contain a transmittal letter signed in ink by an official authorized to bind the bidder to the provisions contained therein. The letter should include:

- a) A statement designating the name of the organization that will contract with the Department.
- b) The name, title, address, phone number and e-mail address of the representative whom Department staff may contact during the review process.
- c) Disclosure of any relationships and/or ownership interest that may represent a conflict of interest for the contractor and/or any subcontractors. Include but do not limit disclosure to relationships, including contracts with subcontractors or a statement that no such relationship or interest exists. In cases where such a relationship does exist, describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.
- d) A declaration of the ability, willingness and assurance of readiness to provide the services defined in the RFP, and an agreement to the proposed contract language as defined in the RFP and all its appendices.
- e) An affirmation that the proposal and all provisions of the offer are to remain in effect for 365 calendar days commencing the due date of the proposal.
- f) A statement of Affirmative Action that the bidder does not discriminate in its employment practices with regard to race, creed, color, national origin, religion, age, sex disability or marital status, in accordance with Article 15 of the Executive Law (also know as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions.
- g) A statement that bidder will comply with regulations implementing the Drug-Free Workplace Act of 1988.
- h) A statement agreeing to meet the criteria for the Federal Health Insurance Portability and Accountability Act (HIPAA) as found in the Business Associate agreement in the RFP appendix included in Appendix H.
- i) A statement attesting to the accuracy and truthfulness of all information contained in the proposal.

## **2. Section 1: Executive Summary**

The Executive Summary should provide an overview of the bidder's Technical Proposal and summarize the bidder's understanding of the performance requirements outlined in the RFP. Bidders should address the general scope of services and the manner in which they would be provided. It must not include any information concerning the cost of the proposal.

## **3. Section 2: Organizational Background and Experience**

- a) Bidders should describe the background, experience, and structure that qualify the bidder, and if applicable, its subcontractor(s), to undertake the functions and activities required in the RFP.
- b) Bidders are required to have a minimum of three years experience handling and responding to a considerable volume of calls at the same time, through one or more call centers.
- c) Bidders should include a description of current contracts and responsibilities including a description of experience and/or current contracts of an emergency, public health and/or health care nature, number and type of employees and sizes and description of customer base.
- d) Bidders must identify how many operators can be devoted to a New York State Department of Health call center response, while the company maintains any other contractual obligations to other businesses
- e) Bidders must identify all subcontractors that it intends to use in fulfilling the requirements of this project and the relevant experience of each. The role of subcontractor(s) must be clearly defined and relevant experience must be described. The bidder must submit a letter from each planned major subcontractor, stating their commitment to participate in the project described in the RFP and their understanding of what their responsibilities will be in relation to this project.
- f) Bidders must provide a list of three current or 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, telephone number and e-mail address for someone in that agency with sufficient authority to provide information and references to the Department. References will be asked to comment on the bidder's experience, capabilities and effectiveness in operating emergency call centers, responding to times of high call volume, responding to diverse callers in a culturally competent manner, data on average call waiting and abandoned call rates, and timeliness and accuracy of data and narrative reports.
- g) Bidders must provide a list of call centers, preferably statewide, that the bidder has managed within the last five years.

## **4. Section 3: Staff Qualifications**

- a) Demonstrate that the call center will be administered and managed with qualified management staff. This must include an organizational chart and narrative outlining the roles and responsibilities of the Program Manager and other key staff. Resumes of key staff must be included. The numbers and types of staff for each component/function must be identified. Describe any unique staff qualifications such as education and/or experience that would serve the needs of the Department in a public health emergency.

- b) Provide the proposed training strategy to train new staff and maintain continuing education, or refresher training, for existing staff. Describe the confidentiality policy and include an explanation of staff training in confidentiality.
- c) Describe how on-going training for operators will be accomplished with rapidly changing “Question and Answer” scripts.
- d) Submit information that demonstrates the bidder’s ability to dedicate the necessary resources required to provide the requested services.

## **5. Section 4: Proposed Approach**

Provide a completed work plan outlining the implementation of this project. In all sections below, the bidder must address in detail how they will address all the program requirements included in Section IV, C. Detailed Project Specifications.

Describe bidder’s proposed computer and data system, including hardware and software used for each type of major function.

### **a. Accessibility and Staffing**

- i. Describe how the call center will operate on a continual basis, 24 hours a day, 7 days a week, 365 days a year, for the duration of the public health emergency or event.
- ii. Describe how the bidder will ramp-up call center operation to fully operational status within four hours after being notified by the Department and how the bidder will ensure sufficient staff to accommodate all call volume fluctuations.
- iii. Describe approximately how many calls the bidder can handle per hour if each call lasts 5 minutes.
- iv. Describe how the call center will be accessible to all persons throughout the state, have the capability to answer calls from other states and countries and receive calls forwarded from other toll-free numbers.
- v. Describe how the bidder will ensure sufficient numbers of English and Spanish speaking staff during all hours of call center operation, how the bidder will provide language translation services in multiple languages other than Spanish, and how the bidder will provide TTD or TTY services to the hearing impaired.
- vi. Describe staff training and how the bidder will ensure that operators are culturally competent, have sufficient oral and written communication skills, and have the ability to handle inquiries and requests from callers in a courteous and professional manner, including calls received in crisis situations and/or from irate callers.

### **b. Integrated Voice Response Systems**

- i. Describe the integrated voice response (IVR) system. Describe how it would operate including the routing system for obtaining automated educational messages/answers to frequently asked questions and the capability to default to live operators.

c. Response Times

- i. Describe how the bidder will ensure the timely answering of all calls and access to a live operator. Describe bidder's anticipated experience with blocked and abandoned calls.

d. Caller Assistance/Information Dissemination

- i. Describe how the bidder will provide continually updated information contained in the Department provided "Question and Answer" script to operators and link callers to service providers, if needed and directed by the Department.
- ii. Describe how calls from health care professionals, hospitals and other health care facilities, and local health departments will be transferred to a Department designated number for response.

e. Caller Database: Maintenance and Data Reporting

- i. Describe the bidder's ability to utilize a standardized database to record data on each caller and export the raw data into a delimited flat file, spreadsheet software, such as Microsoft Excel. Attest that the bidder will collect all required information on each call.
- ii. Describe the bidder's ability to produce reports at required intervals.

f. Management Reports

- i. Describe the bidder's capability to submit detailed management reports on each call, as well as summary reports.
- ii. Describe the quality control measures in place to assure accuracy and timeliness of all reports.

g. Quality Assurance and Improvement

- i. Describe how the Department will be kept informed about questions from callers that the "Question and Answer" script does not answer.
- ii. Attest to how customer complaints, compliments and other service related comments/suggestions and protocol will be handled, as well as complaint follow-up.
- iii. Describe how the bidder will assess performance of call center services, staff training, and reporting to the Department.



## **C. COST PROPOSAL**

Cost proposals shall be submitted in the following format:

Transmittal Letter

Section 1: Bid Form (Attachment A)

Section 2: Cost Proposal Worksheet (Attachment L)

Section 3: Evidence of Financial Capacity/Stability

### **1. Transmittal Letter**

The transmittal letter must be signed in ink by an official authorized to bind the bidder to the provisions contained therein. The letter should include:

- a) An affirmation that the offer is to remain in effect for 365 calendar days commencing the due date of the proposal.
- b) A statement indicating that the bidder will provide the services at the prices contained in the cost proposal.
- c) A statement indicating that the bidder prepared its Cost Proposal without collusion or other communication with any other prospective bidder.

### **2. Section 1: Bid Form**

Attachment A contains the Bid Form that must be submitted in response to this RFP.

### **3. Section 2: Cost Worksheet**

The Department seeks to award contracts for call center services on a “per event” basis. The Cost Proposal Worksheet (Attachment L) must be completed. All costs must be inclusive of all activities necessary to implement the call center as described in this RFP.

- a) The Department 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 600 to 10,000 calls per event is possible. Because of the unpredictability of an emergency call center, bidders are required to submit unit prices based on a representative, hypothetical event (see Attachment L). There may be circumstances when the number of completed calls received per event exceeds the base level due to the nature of the event.
- b) The Department acknowledges the need for the contractor to maintain a certain level of administrative and direct service activities regardless of the number of calls received by the call center. To accommodate this level of service, the Department has identified the following categories of payment: All costs associated with the operation of the call center must be included in these categories
  - i. a flat start-up fee per event;

- ii. a daily management fee for each day that the call center is operational during the event. The daily management fee includes any costs associated with ongoing training or development of staff;
  - iii. a flat per minute fee to speak with a live operator;
  - iv. a flat per minute fee to access an interactive voice recording (IVR);
  - v. per minute routing fee;
  - vi. per minute hold time fee. The call hold time shall not include time spent waiting to initially speak with an operator or listening to automated messages.
  - vii. per minute fees for third party translation services. Spanish translation is not included in these fees and must be provided by call center staff; and
  - viii. an hourly fee for data and/or customized reports.
- c) The charges are based on the actual time required for operators to respond to telephone inquiries using prepared “Question and Answer” scripts provided by the Department.
- d) No distinction in price per call or related services will be made for the time of the day, day of the week, or if calls/services are received/performed on a holiday.
- e) 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 call center is the responsibility of the contractor and must be built into the cost proposal.
- f) A rate increase request will be considered at each contract renewal date. The pricing for contract years two through five will be subject to annual price increases of the lesser of four percent (4%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics, Washington, D.C. 2012 for the twelve (12) month period ending ninety (90) days prior to each contract renewal date. No increase will exceed 4% without prior approval from the Office of the State Comptroller. Any other price increases for years two through five, due to change in scope of work, will require a waiver from the Office of the State Comptroller for state funding sources.

#### **4. Section 3: Evidence of Financial Capacity/Stability**

Bidders must be able to provide evidence of their financial ability to perform the terms and conditions of the contract. Each bidder must include independently audited financial statements (not annual reports) for the last three years of operations. If a bidder is not required to have audits performed, a statement to that effect must be included with the cost proposal. If a bidder is not required to have independent audits performed, other evidence of financial ability to perform this project must be included. In that case, Dunn and Bradstreet Business Information Reports, or its equivalent, for the last three years should be submitted. If audited financial statements are prepared, they must be included, even if proprietary in nature. If they are proprietary, please so indicate in your bid. In addition, information as described above must be submitted for major subcontractors. If the bidder proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than \$100,000, the bidder must include the same financial information for each proposed subcontractor as is required in this section for the bidder.

## **D. METHOD OF AWARD**

The Department will establish separate technical and cost evaluation committees and conduct a comprehensive and impartial evaluation of all proposals submitted. The evaluation committee will be comprised of members of the Department qualified to evaluate the components of this procurement.

During the 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 formats set forth in this RFP and, if received by the due date set forth in the Department request for clarification, will be included as a formal part of the bidder's proposal.

At the discretion of the Department of Health, all bids may be rejected. The technical and cost proposals will be evaluated separately. The results of the technical and cost evaluations will be weighted and combined for purposes of awarding contracts. Evaluation of the bids will include, but not be limited to the following considerations:

- meeting the RFP requirements;
- an assessment of the bidder's experience and qualifications;
- the technical merit of the proposal;
- the clarity of the proposal; and
- the total project cost.

### **1. Pass/Fail Requirements**

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

- a) timely submission;
- b) separate cost and technical proposals;
- c) the bidder has at least 3 years of experience in providing call center services through one or more call centers;
- d) the bidder's principal place of business is not located in a state that penalizes NYS vendors, nor will services be substantially performed in such state;
- e) a work plan that outlines the implementation of this project is included.

### **2. Technical Proposal Score (80 points)**

A technical evaluation team will evaluate and score each proposal that meets the initial pass/fail requirements by assessing each bidder's ability to provide the services based on the scoring system below. Information from the Cost Proposal, or evaluation thereof, will not be available to the technical evaluation team during their evaluation.

Bidders should refer to Section D. 1, Technical Proposal, for a description of technical proposal requirements.

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

$(x/y)z$  where

x = raw technical score of proposal being scored,

y = raw technical score of highest technical scoring proposal, and

z = total technical points available (80).

### **3. Cost Proposal Score (20 points)**

A separate financial evaluation team will evaluate and score each Cost Proposal, as submitted by the bidder in Attachment L.

The bidder must provide the Five Year Fee Structure, Attachment L, Table 1, or the proposal will be disqualified.

The Department will assign each proposal a Total Cost Score based on the scoring system below. Each bidder's cost proposal is equal to the Total Projected Price of the Hypothetical Call Center Event, as submitted by the bidder in Attachment L, Table 2. The lowest bidder will be assigned the full 20 points.

The bidder's cost score will be determined based on the following formula:

$(a/b)c$  where:

a = total cost of lowest cost proposal,

b = total cost of proposal being scored, and

c = total cost points available (20).

### **4. Total Combined Score**

To arrive at the Total Combined Score, the Department will combine the bidder's Technical and Cost Scores. The maximum score any bidder can receive is 100 points. The Department reserves the right, but is not required, to request qualifying bidders to make an oral presentation to clarify the proposal and respond to questions posed by the Department.

### **5. Final Selection and Contract Award**

At the conclusion of the evaluation of the technical and cost proposals, the Department will identify the bidder(s) that best meet the Department's needs as reflected in the scoring/evaluation.

### **6. Notification of Award**

After evaluation and selection of the vendor, all bidders will be notified in writing of the selection or non-selection of their proposals. The name of the successful bidder(s) may be disclosed.

## **VI. ADMINISTRATIVE ISSUES**

### **A. Issuing Agency**

This Request for Proposal (RFP) is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

### **B. Inquiries**

Any questions concerning this solicitation must be directed to:

Joan Cleary Miron, Director of Preparedness Coordination  
Division of Epidemiology  
NYS Department of Health  
Empire State Plaza  
Corning Tower Building, Room 651  
Albany, New York 12237-0627  
callcenterrfp@notes.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 August 24, 2009.

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 bidder's conference will not be held.

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 28, 2009. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the above address. Updates will also be mailed to all potential bidders who submit a question.

### **C. Submission of Proposals**

Interested bidders should submit one (1) original and six (6) signed hard copies of their Bid Proposal and one copy on CD ROM in Microsoft Word format. The copies must be received by the Department of Health no later than 5:00 PM on September 21, 2009. The Technical and Cost Proposals should be packaged in separate sealed envelopes and then mailed as one. Electronic,

faxed and hand-written copies will not be accepted. Refer to Section V, A. General Submission Requirements, for complete instructions on submission requirements.

Responses to this solicitation should be clearly marked “Emergency Call Center Request for Proposal Submission” and directed to:

Joan Cleary Miron, Director of Preparedness Coordination  
Division of Epidemiology  
NYS Department of Health  
Room 651, Corning Tower, Empire State Plaza  
Albany, NY 12237-0627  
(518) 473-4436  
callcenterrfp@notes.health.state.ny.us

It is the bidder’s responsibility to see that bids are delivered to Room 651 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 651 will not be considered.

- a) The Bid Form (Attachment A) must be filled out in its entirety.
- b) The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
- c) All evidence and documentation requested under Section V. Proposal Requirements must be provided at the time the proposal is submitted.

**D. 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 the Department and the State Comptroller.
- d) Negotiate with awarded 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.

## **E. Payment**

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

Joan Cleary Miron, Director of Preparedness Coordination  
Division of Epidemiology  
NYS Department of Health  
Room 651, Corning Tower, Empire State Plaza  
Albany, NY 12237-0627  
(518) 473-4436  
callcenterrfp@notes.health.state.ny.us

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 monthly basis during operation of the call center. A detailed listing of all charges must be included.

## **F. Term of Contract**

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

The contract(s) will be for a maximum contract period of five years for the period February 1, 2010 to January 31, 2015, subject to the sole option of the State and satisfactory performance and availability of funds.

This agreement may be canceled 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 canceled.

A rate increase request will be considered at each contract renewal date. The contractor(s) must state maximum prices for each service in years two, three, four and five. The pricing for contract years two through five will be subject to annual price increases of the lesser of four percent (4%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics, Washington, D.C. 20212, for the twelve (12) month period ending ninety (90) days prior to each contract renewal date. No increase will exceed 4% without prior approval from the Office of the State Comptroller. Any other price increases for years two through five due to change in scope of work will require a waiver from the Office of the State Comptroller for state funding sources.

## **G. 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 date of award announcement.

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment J).

## **I. 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 (Attachment H and Attachment I, respectively).

## **J. 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 New York State Commission on Public Integrity 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 New York State Commission on Public Integrity;
- 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 State Commission on Public Integrity regarding procurement lobbying, the 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 New York State Commission on Public Integrity.

#### **K. 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.

## **L. 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/>.

## **M. 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 Department of Taxation and Finance (DTF), Contractor Certification Form ST-220-TD attached hereto (Attachment E). 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 (Attachment F), 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.

#### **N. Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurement/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

#### **O. M/WBE Utilization Plan for Subcontracting and Purchasing**

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment K) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award.

## VII. APPENDICES

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

□ APPENDIX A - Standard Clauses for All New York State Contracts

□ APPENDIX B - Request for Proposal

□ 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**:

○ **CE-200**, 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

○ **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**:

○ **CE-200**, 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

○ **DB-120.1** – Certificate of Disability Benefits Insurance

○ **DB-155** – Certificate of Disability Benefits Self-Insurance

□ APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

□ APPENDIX X

**VIII. ATTACHMENTS**

- A. Bid Form
- B. No Bid Form
- C. Appendix A – Standard Clauses for All New York State Contracts
- D. Appendix D – General Specifications
- E. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
- F. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
- G. N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
- H. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
- I. State Consultant Services Form B, Contractor's Annual Employment Report
- J. Vendor Responsibility Attestation
- K. Minority and/or Women Owned Business Enterprises (M/WBE's)
- L. Cost Proposal Worksheet
- M. Health Insurance Portability and Accountability Act (HIPAA), if applicable
- N. Standby Letter of Credit Commitment Form
- O. Appendix X

## Attachment A

**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:

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\_\_\_\_\_  
(Add additional pages as necessary)

2a. 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

2b. If yes, please provide details below.

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

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

Basis of Termination or Withholding:

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\_\_\_\_\_  
(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

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

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

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

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

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

## Attachment B

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.

## Attachment C

## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

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

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

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of 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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## Attachment D

## 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 an 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.

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

## Attachment E



**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)

**Schedule A — Listing of each person (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold**

List the contractor, or affiliate, or subcontractor in Schedule A only if such person exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

[illegible]

Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.

Column B – Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

**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. \_\_\_\_\_

## Attachment F

**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		
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			
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:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- 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](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. 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

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## Attachment G



**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
<b>1.0 Business Entity Type – Please check appropriate box and provide additional information:</b>	
a) <input type="checkbox"/> Corporation (including	Date of
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability	Date of
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established                      County (if formed in
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed: <input type="checkbox"/> United                      State                      _____ <input type="checkbox"/> Other                      Countr                      _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: <i>Select 'Not Required' if the Business Entity is a Sole</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No
CIK Code or Ticker Symbol <span style="background-color: #cccccc; padding: 0 20px;"> </span>	
1.5 Is the responding Business Entity a Joint Venture? Note: <i>If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

I. BUSINESS CHARACTERISTICS		
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/>
Enter DUNS Number		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
If 'Yes', check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership (Enter 0% if not applicable)

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name:	Joint Venture EIN (If available):	Identify parties to the Joint Venture:

III. CONTRACT HISTORY
-----------------------

### III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

### IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

### V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

### VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity or any Affiliate

6.0 had a revocation, suspension or disbarment of any business or professional permit	<input type="checkbox"/> Yes <input type="checkbox"/>
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

### VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>VII. LEGAL PROCEEDINGS</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.3 had a government entity find a willful prevailing wage or supplemental payment</b>	<input type="checkbox"/> Yes <input type="checkbox"/>
<b>7.4 had any New York State Labor Law violation deemed willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/>
<b>7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.6 other than the previously disclosed:</b> (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>VIII. LEADERSHIP INTEGRITY</b>	
<b>NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.)</b>	
<b>Within the past five (5) years has any individual previously identified , any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals,</b>	
<b>8.0 a sanction imposed relative to any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.3 a misdemeanor or felony charge, indictment or conviction for:</b> (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.4 a debarment from any government contracting process?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
<b>9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?**

☐ Yes ☐  
No

If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant’s name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?**

☐ Yes ☐  
No

If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.

**9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?**

☐ Yes ☐  
No

If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

**9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?**

☐ Yes ☐  
No

If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?  
If “yes” did any audit reveal material weaknesses in the Business Entity’s system of internal controls?**

☐ Yes ☐  
No  
☐ Yes ☐  
No

For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**X. FREEDOM OF INFORMATION LAW (FOIL)**

**10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any**

☐ Yes ☐  
No

Indicate the question number(s) and explain the basis for the claim.

## Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

### The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of

Owner/Officer

Printed Name of

Signatory

Title

Name of Business

Address

City, State, Zip

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

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

## Attachment H

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.

## Attachment I

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:

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

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:

4. the designated payment office (DPO) outlined in the consulting contract.
5. 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
6. 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.

## Attachment J

## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

- ☐ An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- ☐ A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
- ☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Attachment K

**New York State Department of Health**  
**M/WBE Procurement Forms**

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Form
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. Subcontracting Utilization Form
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan



## BIDDERS PROPOSED M/WBE UTILIZATION PLAN

<b>Bidder Name:</b>	
<b>RFP Title:</b>	<b>RFP Number</b>

### Description of Plan to Meet M/WBE Goals

## PROJECTED M/WBE USAGE

	%	Amount
1. Total Dollar Value of Proposal Bid	100	\$
2. MBE Goal Applied to the Contract		\$
3. WBE Goal Applied to the Contract		\$
4. M/WBE Combined Totals		\$

# New York State Department of Health

## MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

<b>MBE Firm (Exactly as Registered)</b>	<b>Description of Work (Products/Services) [MBE]</b>	<b>Projected MBE Dollar Amount</b>
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> (   )   -		<b>\$</b> _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> (   )   -		<b>\$</b> _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> (   )   -		<b>\$</b> _____

## New York State Department of Health

### WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____
Name  Address  City, State, ZIP  Employer I.D.  Telephone Number ( ) -		\$ _____

**New York State Department of Health  
SUBCONTRACTING UTILIZATION FORM**

Agency Contract: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_ Dollar  
 Value: \_\_\_\_\_  
 Date Bid: \_\_\_\_\_ Date Let: \_\_\_\_\_ Completion  
 Date: \_\_\_\_\_

Contract Awardee/Recipient: \_\_\_\_\_  
 Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone

Description of Contract/Project

Location: \_\_\_\_\_

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE  
 Participation Goals Achieved: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified

**Contractor's Agreement: My firm proposes to use the MBEs listed on this form**

Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
Grant Recipient Affirmative Action Officer Signature (If applicable):			

**FOR OFFICE USE ONLY**

Reviewed: By:	Date:
M/WBE Firms Certified: _____ Not Certified: _____	
CBO: _____	MCBO: _____

New York State Department of Health

MWBE ONLY

MWBE SUBCONTRACTORS AND SUPPLIERS  
LETTER OF INTENT TO PARTICIPATE

To: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_  
(Name of Contractor)

Proposal/ Contract Number: \_\_\_\_\_

Contract Scope of Work: \_\_\_\_\_

The undersigned intends to perform services or provide material, supplies or equipment  
as: \_\_\_\_\_

Name of MWBE: \_\_\_\_\_

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

Federal ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Designation:

☐

MBE - Subcontractor

☐

WBE - Subcontractor

☐

MBE - Supplier

☐

WBE - Supplier

Joint venture with:

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

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

Fed ID Number: \_\_\_\_\_

☐

MBE

☐

WBE

Are you New York State Certified MWBE? \_\_\_\_\_ Yes \_\_\_\_\_ No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied): \_\_\_\_\_

\_\_\_\_\_

at the following price: \$ \_\_\_\_\_

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: \_\_\_\_\_

Date Proposal/ Contract to be Completed: \_\_\_\_\_

Date Supplies ordered: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of M/WBE Contractor

\_\_\_\_\_  
Printed/Typed Name of M/WBE Contractor

**INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF  
INTENT TO PARTICIPATE**

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

**New York State Department of Health  
M/WBE STAFFING PLAN**

Check applicable categories: ☐ Project Staff ☐

Consultants ☐ Subcontractors

Contractor

Name \_\_\_\_\_

Address

\_\_\_\_\_

	Total	Male	Female	Black	Hispani c	Asian/ Pacific Islande r	Other
<b>STAFF</b>							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
<b>TOTAL</b>							

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date



## Attachment L

## Emergency Call Center Services Cost Proposal

The unit prices for years 1-5 include all costs associated with the operation of the Call Center and must be included in these eight categories. These unit prices will be applied over the entire span of the contract. Regardless of volume, the unit prices below will be the basis for the contract prices.

**Table 1: Five Year Fee Structure**

<b>Price</b>	<b>Year 1 (Column 1)</b>	<b>Year 2 (Column 2)</b>	<b>Year 3 (Column 3)</b>	<b>Year 4 (Column 4)</b>	<b>Year 5 (Column 5)</b>
Start-up Fee, Per Event	\$_____	\$_____	\$_____	\$_____	\$_____
Daily Management Fee, Per Day	\$_____	\$_____	\$_____	\$_____	\$_____
Live Operator Fee, Per Minute	\$_____	\$_____	\$_____	\$_____	\$_____
Interactive Voice Recording (IVR) Fee, Per Minute	\$_____	\$_____	\$_____	\$_____	\$_____
Routing Fee, Per Minute	\$_____	\$_____	\$_____	\$_____	\$_____
Hold Time Fee, Per Minute	\$_____	\$_____	\$_____	\$_____	\$_____
Third Party Language Translation Service Fee, Per Minute	\$_____	\$_____	\$_____	\$_____	\$_____
Data and/or Custom Reporting Fee, Per Hour of Reporting (includes Programming)	\$_____	\$_____	\$_____	\$_____	\$_____

**Table 2: Hypothetical Emergency Call Center Event**

Apply the fees listed in Table 1, Year 1 (Column 1), to the following hypothetical situation. The total projected prices are intended to represent all costs that would be billed to the New York State Department of Health by each bidder. Note that this hypothetical situation may or may not mirror an actual emergency event, but is a reasonable scenario for this procurement process.

Hypothetical Event: The call center is activated for 30 days. There are 10,000 total calls to the call center. 9,000 calls involve a live operator and last for 5 minutes; total of 45,000 minutes. 1,000 calls utilize an interactive voice recording and last for 3 minutes; total of 3,000 minutes. The total number of minutes of hold time is 2,250. Six percent of callers require the use of a third party translation service (2,700 total calls); total of 13,500 minutes. Three data reports and one custom report are sent to the Department of Health per day and require one hour of programming for each; total of 120 hours of reporting.

<b>Price</b>	<b>Year 1 (Column 1)</b>	<b>Multiplier</b>	<b>Total Projected Price</b>
Start-up Fee, Per Event	\$_____	1	\$_____
Daily Management Fee, Per Day	\$_____	30	\$_____
Live Operator Fee, Per Minute	\$_____	45,000	\$_____
Interactive Voice Recording (IVR) Fee, Per Minute	\$_____	3,000	\$_____
Routing Fee, Per Minute	\$_____	48,000	\$_____
Hold Time Fee, Per Minute	\$_____	2,250	\$_____
Third Party Language Translation Service Fee, Per Minute	\$_____	13,500	\$_____
Data and or Custom Reporting Fee, Per Hour of Reporting (includes Programming)	\$_____	120	\$_____
<b>Total Projected Price</b>			\$

## Attachment M

## **Appendix H**

### **Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security**

#### **I. Definitions:**

- (a) Business Associate shall mean the CONTRACTOR.**
- (b) Covered Program shall mean the STATE.**
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.**

#### **II. Obligations and Activities of the Business Associate:**

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.**
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.**
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.**
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.**
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from,**

or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **III. Permitted Uses and Disclosures by Business Associate**

#### **(a) General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

**(b) Specific Use and Disclosure Provisions:**

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.**
- (2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.**
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR §164.502(j)(1).**

**IV. Obligations of Covered Program**

**Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions**

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.**
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.**
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction**

may affect the Business Associate's use or disclosure of Protected Health Information.

**V. Permissible Requests by Covered Program**

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

**VI. Term and Termination**

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the



Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **VII. Violations**

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

## ***Miscellaneous***

- (a) ***Regulatory References.*** A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) ***Amendment.*** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) ***Survival.*** The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) ***Interpretation.*** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- (f) **HIV/AIDS.** If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

## Attachment N

STANDBY LETTER OF CREDIT COMMITMENT LETTER

If the Bidder intends to submit a proposal to this RFP, the Bidder is required to submit an executed Commitment Letter, in the form set forth below, from a financial institution which is licensed to transact business in the State of New York State, on the financial institution's letterhead. The executed commitment letter shall be included as part of the Bidder's Proposal and shall include the named Financial Institution's proposed form for the irrevocable Standby Letter of Credit.

---

Date

State of New York  
Department of Health  
Division of Epidemiology  
Center for Community Health  
Room 651  
Albany, NY 12237

Dear Sirs:

RE: Emergency Call Center Services  
RFP No.  
Irrevocable Standby Letter of Credit Commitment Letter

[Name of Financial Institution] is licensed to transact business in the State of New York.

Please accept this communication as a letter of commitment to issue an irrevocable Standby Letter of Credit (SLOC) in the amount of one million dollars (\$1,000,000) in the event [Bidder] is awarded a contract in connection with the above-referenced RFP for Emergency Call Center Services. Pursuant to Section VIII G. of the above-referenced RFP, attached is the proposed SLOC. [Name of Financial Institution] and [Bidder] understand and acknowledge that in the event [Bidder] is awarded a contract in connection with the above referenced RFP, the proposed SLOC is subject to review and approval by the Department of Health prior to issuance.

The subject SLOC will be in full force and effect from the initial contract period through the term of the Contract and all extensions thereof, plus one hundred and eighty (180) days thereafter.

Sincerely,

[Name & Title]

Attachment: Proposed form for Financial Institution's irrevocable Standby Letter of Credit

## Attachment O

Agency Code 12000  
APPENDIX X

Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is*\_\_ *is not*\_\_ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_  
(Value before amendment)

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ \_\_\_\_\_

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

This will result in new contract terms of:

\$ \_\_\_\_\_  
(All years thus far combined)

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Initial start date) (Amendment end date)

Signature Page for:

Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Amendment Number: X- \_\_\_\_\_

-----

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )  
 ) SS:  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----

**STATE AGENCY SIGNATURE**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

-----

**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_