

# NEW YORK STATE DEPARTMENT OF HEALTH

An Invitation for Bids for Proposal for Hearing Reporter Services

Office of Professional Medical Conduct  
Bureau of Adjudication

IFB No. FAU Control#: 1001261150  
Task ID: 6788

Hearing Reporter services for Department of Health hearings

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## Schedule of Key Events

IFB Release Date	3/8/10
Written Questions Due	3/22/10
Letter of Interest Due (optional)	NA
Registration for Bidders Conference Required by	NA
Bidders Conference	NA
Response to Written Questions And Questions Received at Bidders Conference	4/2/10 NA
Proposal Due Date	4/16/10

## 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:

**Bonnie DeGennaro**

Grants and Procurement Section, Bureau of Accounts Management , Corning Tower, Room 1336, Empire State Plaza , Albany, NY 12237

Bjd05@health.state.ny.us

### **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:

IFB Release Date:

**Marylou Kelly**

Office of Professional Medical Conduct, Hedley Park Place, 433 River Street, Troy, NY 12180

mxk07@health.state.ny.us

Submission of written proposals or bids:

**Mary Kay Avellino**

Office of Professional Medical Conduct, Hedley Park Place, 433 River Street, Troy, NY 12180

mka02@health.state.ny.us

Submission of Written Questions:

**Marylou Kelly**

Office of Professional Medical Conduct, Hedley Park Place, 433 River Street, Troy, NY 12180

mxk07@health.state.ny.us

Participation in the Pre-Bid Conference:

NA

Debriefings:

**Anne Crawford**

Office of Professional Medical Conduct, Hedley Park Place, 433 River Street, Troy, NY 12180

alc03@health.state.ny.us

Negotiation of Contract Terms after Award:

**Mary Ann Monaco**

Office of Professional Medical Conduct, Hedley Park Place, 433 River Street, Troy, NY 12180

mxm13@health.state.ny.us

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

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## A. INTRODUCTION

The New York State Department of Health (Department) will accept bids from qualified firms for the provision of hearing reporter services throughout New York State, as delineated in the List of Regions and Counties within each Region (Attachment 12). Contractors may submit bids for one or more of the regions listed. Due to the number of hearings, the Department intends to contract with one or more vendors for each designated region.

## B. BACKGROUND

The selected Contractor(s) shall be responsible for providing hearing reporter services at designated New York State Department of Health hearings. The Department convenes hearings for the Office of Professional Medical Conduct (OPMC) and for various other Department programs, as identified below:

### Office of Professional Medical Conduct:

- Hearing committees of the Board for Professional Medical Conduct serve as the triers of fact when a physician or physician assistant has been charged with professional misconduct. The hearing committee is convened to hear the evidence that supports the charges and the licensee's response to those charges. Both a Department of Health attorney and the respondent's attorney present evidence, which may include witnesses and documents. An Administrative Law Judge (ALJ) sits with the hearing committee and rules on all legal motions and other matters of law. Hearing committees require the original transcript, one copy, and 5 sets of 4-on-1 condensed copies. Pre and intra hearings do not require the condensed copies.
- A Direct Referral proceeding is a form of disciplinary hearing in which a physician or physician assistant has been found guilty of a crime, an administrative violation or disciplinary action in another jurisdiction. The proceeding is convened to determine the appropriate penalty to be imposed. Referral proceedings are held in Troy and typically consider three to four cases in one day, lasting a full day. These hearings do not require condensed copies.
- The Access to Patient Information (API) Program is responsible for convening Medical Record Access Review Committees (MRARCs) to review appeals of a qualified person's denial of access to their medical records. Committees are composed of peers of the licensed practitioners who denied access to the records. The MRARC reviews denials of access and issues a written decision to the provider and qualified person. If the MRARC decides that the qualified person should have access to the records, the provider will be directed by the MRARC to grant the access. Decisions of the MRARCs, except for determinations regarding access to practitioner's personal notes and observations, may be challenged in the State courts. MRARCs usually meet once or twice a year. Usually 4 copies of the transcript are required in addition to the original transcript.
- The Physician Monitoring Program (PMP) oversees the restoration proceeding (RP) and modification proceeding (MP) process for OPMC. An RP is scheduled following a temporary surrender and is held to consider whether a licensee's license should be restored. A MP is scheduled following an indefinite period of suspension imposed by a Disciplinary Order (usually no less than one year) or a limitation from licensure or registration imposed by a Non-Disciplinary Order of Conditions, and is held to consider whether the Order should be modified by staying the suspension or lifting the limitation. The RP/MPs are relatively informal in nature, and therefore there are no ALJs or

Department attorneys at these proceedings. A representative from PMP is always present to assist Committee members and may ask questions of the licensee or any witnesses. Since 2000 the number of RP/MPs has varied from 2 to 17. The hearing reporter services for RP/MPs are similar in many ways to those of hearing committees, however, PMP hearings do not require multiple copies of proceeding transcripts or condensed copies.

Examples of other Department programs:

- WIC Need hearings are brought by store vendors who are appealing a denial of their application to become part of the WIC program. (require original transcript).
- WIC Disqualification hearings are brought by store vendors in the WIC program who are disqualified for violations of their contract. (original and one copy).
- Patient Abuse hearings are held as a result of LPNs and RNs whose actions have resulted in an accident or incident with a patient. (original and one copy).
- Article 30 hearings involve EMTs whose actions have resulted in an incident with a patient. (original and one copy).
- Section 18 hearings involve cases when patient records have not been turned over when requested. (original and one copy).
- Article 33 hearings involve the misuse of prescription drugs. (original and one copy).
- Early Intervention hearings determine whether a child is due special services. (original and one copy).
- Article 28 hearings involve the licensing of or discipline against health care facilities under PHL Article 28. (original and one copy).
- Adult home hearings involve disciplinary actions against licensed Adult Homes, actions to close down unlicensed Adult Homes, and requests for hearings by Adult Homes that were denied an addition to the services they can provide. Hearings are pursuant to the Social Services Law and Title 18 NYCRR. (original and one copy).

## **C. DETAILED SPECIFICATIONS**

### **1. General:**

- a) The Contractor shall furnish all labor and materials required to provide judicial, administrative and investigative interview reporting at the Department's designated locations within the region of the contract.
- b) The Contractor shall provide to the Department one original transcript following each proceeding day. In addition, one full size copy and up to five (5) condensed [four (4) pages on one (1) page] copies using Multi-Page™ (or similar software) may be required depending on the hearing type. At the conclusion of the hearing the Contractor shall provide a compact disc (CD) to the Department.
- c) The Contractor shall provide a list of employees and/or independent contractors who will be providing hearing reporter services -- including experience and qualifications -- with the proposal and annually on July first.
- d) The Department reserves the right to immediately remove and/or replace a Contractor and/or specified individual Reporter if deemed appropriate because of behavior, ability, attendance, demeanor, or appearance issues.

### **2. Reporter Requirements:**

- a) The Contractor and each assigned Reporter must be familiar with medical and legal terminology and be experienced in transcribing complex medical terminology.
- b) To allow for swearing in witnesses, each assigned Reporter must be a New York State Notary Public.
- c) Reporters shall be proficient in court stenography (able to take a verbatim record of all that is spoken and to read back from that record when asked). They shall be able to protect the confidentiality of patient/witness names within the transcript and to mark and log evidentiary materials, preferably by placing a sticker on the original.
- d) Reporters must report promptly, no less than 15 minutes before the designated start time of the hearing. Reporters must be prepared for a full day hearing (a normal hearing day begins at 10:00 a.m. and concludes at 5:00 p.m.). Under special circumstances reporters may be required to stay after 5:00 p.m.
- e) Assigned Reporters should remain throughout the proceeding.

### **3. Recording Requirements:**

- a) The Reporter shall follow without discussion all instructions from the Presiding Officer with respect to the Reporter's conduct and participation in proceedings. The Reporter shall transcribe every word spoken during a proceeding unless designated specifically as "off the record" by the Presiding Officer or where inconsistent with general or specific instructions issued by the Department.
- b) The Reporter shall ignore instructions concerning what shall or shall not be included in the record from anyone other than the Presiding Officer.
- c) The Reporter shall produce an error free verbatim typed transcript of the proceeding that meets the detailed specifications.
- d) The Contractor shall furnish a transcript with all words correctly spelled, properly hyphenated, and properly punctuated. Any corrections to spelling, hyphenation, or punctuation requested by the Presiding Officer shall be made without additional cost.
- e) The Reporter shall hold all original notes or other records taken in conjunction with any proceeding in security for a period of time as designated by the Presiding Officer.
- f) Stenographic recordings shall be produced from electronic keyboard-operated typing devices, and shall meet the requirements of the State Administrative Procedure Act and Public Health Law Section 230 (10)(c); (10)(p) and (19). Recordings of proceedings from magnetic media cassettes will not be accepted unless there is a change in the law to allow them.

### **4. Transcript Format Requirements:**

All transcripts shall be formatted as noted below. (If the Department format requirements deviate from below, the Department shall furnish the Contractor with a sample format.)

- a) All pages shall be single-sided, paginated in consecutive order for each proceeding report, and sequential from the first to the last volume. Page numbers shall be located in the upper right-hand corner of each page. Pagination will not be considered a typewritten line unless located on a line with other typewritten material.
- b) There shall be a running header on each page with witness names, who is doing questioning, whether it is direct, cross, re-direct or re-cross, and the patient who is the subject of hearing (i.e. Patient A).
- c) All responses to questions shall be in bold print.

- d) At the opening of each proceeding and as directed by the Presiding Officer, the Reporter shall record the names of all persons representing parties and participants in the proceeding and insert them in the location specified by the Department. After an extended recess, when directed by the Presiding Officer, the Reporter shall place the cumulative list of appearances up to and including that day in the appropriate place in the transcript of the day's proceeding.
- e) Each transcript shall include a word index of recurring words and the page numbers where they occur in the final copy of the transcript.
- f) Each transcript for a proceeding shall include a Table of Contents or Index indicating page numbers of opening statements and closing arguments by counsel, lists of witnesses and experts testifying at the hearing and all other persons making statements. The Table of Contents or Index shall also include a tabulation consisting of the number and description of each exhibit marked for identification with the page number on which the exhibit is marked for identification, and – in due course -- the page on which it is either received in evidence, withdrawn, or rejected. The Index shall also include separate tabulations consisting of a description of each document offered for reference, public documents, and matters to be officially noted, and the page on which each item or document was marked for identification or received in evidence. The Table of Contents or Index shall note the page where offers of proof were made and such other matters as the Presiding Officer directs.
- g) Each transcript shall be certified as true and accurate and contain an original signature of the Reporter of record in the form prescribed by the Department.
- h) Intra-hearing transcripts shall be paginated consecutively and separated from the main hearing.
- i) During some proceedings (approximately 5-10 per year), due to issues of confidentiality, the Reporter shall be required to seal a portion of the transcript. This section of the transcript will be paginated consecutively and separated from the main hearing transcript.

**5. Original Transcript Page Requirements:**

- a) The Contractor shall provide to the Department one original transcript following each proceeding day.
- b) Paper shall be white 20 lb. cotton bond, 8 1/2 inches wide by 11 inches long, or the Department may designate recycled content paper with the same specifications as noted above. Either paper shall be furnished by the Contractor at no additional cost to the Department.
- c) Type shall be black, ten letters to the inch size and reproducible by standard electrostatic office copy equipment.
- d) Copy Medium: The Contractor shall use paper and ink suitable for copying with standard electrostatic office copy equipment.
- e) Type Spacing: Shall be 25 lines minimum double-spaced between lines with a ruled margin of 3/8 inch on the right and 1 3/4 inches on the left, with 5 1/2 inches typed per line except where a speaker's statement ends. The typing of the person's statement shall begin on the line where they are identified by name.
- f) Punches: Paper shall be un-punched unless designated by the Department as punched, with punch specifications. There shall be no additional charge for punched paper.

## **6. Transcript Copy Requirements:**

- a) The Contractor shall provide to the Department one full size copy of transcripts and additional copies as directed by the Presiding Officer following each proceeding day.
- b) The Contractor shall provide to the Department up to five (5) condensed [four (4) pages on one (1) page] copies using Multi-Page™ (or similar software) as directed by the Presiding Officer following each proceeding day.
- c) All transcript copies shall be reproducible utilizing standard electrostatic office copy equipment.
  - 1) Paper: Paper shall be white, 20 lb., 8 1/2 inches wide by 11 inches long suitable for plain paper copy machines.
  - 2) Copy: Copy shall be free of smudges and extraneous marks. Copy ink color shall be black.

## **7. Transcript in Compact Disc (CD) Format:**

- a) The Contractor shall furnish to the Department a CD in addition to the transcript original following completion of the hearing. The CD shall be a standard CD-R, high capacity storage in format readable by the Department.
- b) The CD shall be a computer readable identical copy of the original printed transcript including pagination, 100 percent equivalent upper/lower case text, and matching page and line numbers in the same sequential order.
- c) Each CD shall be clearly labeled and enclosed in a jewel box prior to delivery.
- d) The format shall be the same as the transcript.

## **8. Miscellaneous Requirements:**

- a) The Contractor shall have rubber stamps manufactured, per Department's facsimile sample, to be used by the Reporter to stamp and date exhibits and copies as directed by the Presiding Officer.
- b) The Presiding Officer shall retain, safeguard or distribute all exhibits. Additionally, the Contractor shall cause the Reporter to collect appearance cards from all persons appearing on behalf of themselves or others. Hearing cards shall contain information as designated by the Presiding Officer, and the Reporter shall file all cards with the Department at the close of the hearing day.

## **9. Delivery Requirements:**

- a) The Contractor shall deliver transcripts to the following persons for Office of Professional Medical Conduct disciplinary proceedings, unless otherwise directed by the Presiding Officer:
  - **Presiding Officer**: one original, one condensed [four (4) pages on one (1) page] copy and one CD transcript; each will include an index.
  - **The Department's assigned attorney**: one full size copy and one condensed [four (4) pages on one (1) page] copy.
  - **Each hearing panel member (if applicable)**: one condensed [four (4) pages on one (1) page] copy.
- b) Specific instructions will be provided by the Presiding Officer regarding reporting and delivery of transcripts and copies for all other hearings.

- c) Normal Delivery: The Contractor shall deliver transcripts to the Department and all designated parties within ten (10) business days after the recorded proceeding, excluding Saturday, Sunday and New York State designated holidays. Additional copies of PUBLIC HEARING proceeding transcripts shall be delivered to all ordering parties within ten (10) business days after requested, excluding Saturday, Sunday and New York State designated holidays.
- d) Priority Delivery: The Contractor shall deliver transcripts to the Department and all designated parties within three (3) business days after the recorded proceeding, excluding Saturday, Sunday, and New York State designated holidays. Additional copies of PUBLIC HEARING proceeding transcripts shall be delivered to all ordering parties within three (3) business days after requested, excluding Saturday, Sunday and New York State designated holidays.
- e) Overnight Delivery: The Contractor shall deliver transcripts to the Department and all designated parties no later than 1:00 p.m. on the day following the proceeding. Additional copies of PUBLIC HEARING proceeding transcripts shall be delivered to all ordering parties no later than 1:00 p.m. on the day following the request.
- f) Immediate Delivery: The Contractor shall deliver transcripts to the Department and all designated parties no later than 9:00 p.m. on the date of the proceeding. Additional copies of PUBLIC HEARING proceeding transcripts shall be delivered to all ordering parties no later than 9:00 p.m. on the date of request.
- g) Evening Delivery: The Contractor shall deliver transcripts recorded after 5:00 p.m. to the Department and all designated parties at the same delivery schedule as those transcribed earlier in the day, unless otherwise prescribed by the Presiding Officer.

#### **10. Confidentiality Requirements:**

- a) Closed Hearing: All recorded and hard copy testimony and material will remain the property of the Department. The Contractor shall maintain the confidentiality of all material, identity of any parties, and content of any material related to the hearing.
- b) Any requests for information from the Contractor on the Department's hearings from third parties shall be reported to the Department in writing within twenty-four hours.
- c) Public Hearing: The Department, or any other purchaser of transcript or document of any hearing, investigation, session, meeting, etc., may duplicate or otherwise reproduce any document for their own use, except for sale to other prospective purchasers, without compensation to the Contractor. Any transcript or documents received by the Department are public documents accessible for public inspection and copying under the terms and provisions of Article 6 - Section 87 of the Public Officers Law.

#### **11. Charges and Payment Reductions:**

- a) Original Transcripts: The Contractor may charge a per page fee for delivery (normal/priority/ overnight/immediate) of original transcripts for each proceeding. Original transcripts shall include both hearing and index pages. The Contractors may charge an evening rate for hearings that run past 5:00 p.m.
- b) Copies: The Contractor may charge a per page fee for full size copies and for each page printed on a condensed [four (4) pages on one (1) page] format as requested by the Department.
- c) Minimum Fee: The Contractor shall be entitled to a minimum payment for each hearing scheduled equal to the value of 25 pages at the normal delivery rate. If there are more

than one hearing scheduled on the same date at the same location, such as Direct Referral hearings, each is treated as a separate hearing and can be billed at the minimum rate if under 25 pages.

- d) Proceeding Cancellation: The Department shall provide the Contractor at least 24 hours written, fax, e-mail, and/or telephone notice of the cancellation of any proceeding. Failure to provide this notice may entitle the Contractor to charge the minimum fee. If there are several hearings at the same location and date, each may qualify for the minimum fee, if cancelled. Round trip travel expenses may be charged only if all scheduled hearings at a single location are cancelled after the reporter has traveled to the hearing location. Travel reimbursement rates should not exceed the rates established by the NYS Comptroller for state employees. For more information on the current travel reimbursement rates, visit <http://osc.state.ny.us/agencies/travel/reimbrate.htm>.
- e) Payment Reduction for Late Delivery: The Department may reduce payment by five (5) percent per page reduction for each day the transcripts are late, with a maximum of seven (7) days. If more than fifteen (15) percent of the transcripts are returned late in any calendar month, the Department may arrange to have work completed by the next lowest bidder. The Contractor will be liable for additional costs incurred over contract costs.

## **D. PROPOSAL REQUIREMENTS**

### **1. Requirements:**

- a) Bidders must be able to provide all of the requirements specified on Bidder Qualifications (Attachment 13). This checklist includes items from Section C plus the following:
  - 1) A description of their company's experience in providing hearing reporter and medical transcription services. Include the number of years the company has been providing these services and the number of years experience with the New York State Department of Health, Office of Professional Medical Conduct proceedings, Civil Medical Malpractice depositions/trials, or any other New York State Agency, including the type of service provided and the name of the Agency. The description may include any additional services the bidder is able to provide, such as a secured hearing room.
  - 2) A list of employees and/or independent contractors who will be providing hearing reporter services in each region, including the number of years experience for each person and their qualifications for providing hearing reporter and medical transcription services.
  - 3) A description of their company's ability to provide hearing reporter services to multiple hearings simultaneously, a description of their process for replacing a reporter in the event of illness, and identification of the number of days notice they require to schedule services.
  - 4) Two references, including name, company, and telephone numbers.
- b) Bidders must enter their bids on the "Cost Bid Form" (Attachment 14) for each region they are bidding (see Attachment 12 for list of regions). A cost per page must be bid for each delivery type and for of copies. To assist with their bid, see Estimated Volume of Hearing Reporter Services Per Year (Attachment 12). All delivery costs (i.e. UPS, FedEx) and charges for delays, waiting time or administrative support are to be

included in the per page costs.

## 2. **METHOD OF AWARD:**

Vendor Selection: At the discretion of the Department of Health, all bids may be rejected. The evaluation of the bids will include the following considerations:

The bidder who receives a passing score on the Bidder Qualifications section and has the lowest Total Cost will be awarded the contract.

- **Bidder Qualifications (Attachment 13):**

This part is scored pass/fail. Bidders must be able to provide all of the required qualifications identified to receive a passing score. Proposals missing requested information will receive a failing score.

- **Cost Bid Form (Attachment 14):**

Bidders will be evaluated based on their Total Cost for each region they bid. The Total Cost is calculated by multiplying the per page bid for each delivery type and cost of copies by the estimated annual pages and then adding the products.

## E. ADMINISTRATIVE

### 1. **Issuing Agency:**

This Invitation for Bids (IFB) 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 bids.

### 2. **Inquiries:**

Any questions concerning this solicitation must be submitted either by mail, email or fax and directed to:

Anne Crawford  
NYS Department of Health  
Office of Professional Medical Conduct  
Hedley Park Place, 4<sup>th</sup> Floor  
433 River Street  
Troy, New York 12180-9820  
[alc03@health.state.ny.us](mailto:alc03@health.state.ny.us)  
fax#: (518) 402-0866

Questions and answers, as well as any IFB updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by April 2, 2010. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

### 3. **Submission of Bids:**

a) Submission: Interested vendors should submit 1 original and 3 signed copies of their Bid in time to be received in the Department not later than 3 p.m. on April 16, 2010.

Responses to this solicitation should be clearly marked "hearing reporter services bid opening 3 p.m. on April 16, 2010" and directed to:

New York State Department of Health  
Office of Professional Medical Conduct  
Hedley Park Place, 4<sup>th</sup> Floor  
433 River Street

Troy, NY 12180-9820  
Attention: Mary Kay Avellino

It is the bidders' responsibility to see that bids are delivered to the Office of Professional Medical Conduct on the 4<sup>th</sup> floor 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 the 4<sup>th</sup> Floor will not be considered.

Bids must include the following to be considered:

- The Bid Form (Attachment 1) must be filled out in its entirety. The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
- All documentation requested under the Bidder Qualifications (Attachment 13) must be provided.
- The Cost Bid Form (Attachment 14) must be filled out in its entirety and signed.

b) Public Bid opening: Bids will be opened at 3:00 p.m. April 16, 2010, at:

New York State Department of Health  
Office of Professional Medical Conduct  
Hedley Park Place, 4<sup>th</sup> Floor  
433 River Street  
Troy, NY 12180-9820

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

- a) Reject any or all proposals received in response to the IFB.
- b) Withdraw the IFB at any time, at the agency's sole discretion;
- c) Make an award under the IFB in whole or in part;
- d) Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
- e) Seek clarifications and revisions of proposals;
- f) Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
- g) Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- h) Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
- i) Change any of the scheduled dates;
- j) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- k) Waive any requirements that are not material;
- l) Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
- m) Conduct contract negotiations with the next responsible bidder, should the agency be

unsuccessful in negotiating with the selected bidder;

- n) Utilize any and all ideas submitted in the proposals received:
- o) Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and
- p) Require clarification at any other time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offer's proposal and/or to determine an Offer's compliance with the requirements of the solicitation.

## 5. **Payment:**

- a) **Submission of Vouchers:** If awarded a contract, the contractor shall submit vouchers to the State's designated payment office:

Office of Professional Medical Conduct  
NYS Department of Health  
Hedley Park Place, 4<sup>th</sup> Floor  
Troy, NY 12180-9820

Bureau of Adjudication  
NYS Department of Health  
Hedley Park Place, 5<sup>th</sup> Floor  
Troy, NY 12180-9820

(Vouchers for API and PMP hearings)

(All other vouchers)

Vouchers must be received in the payment office within 30 days of receipt of transcripts. It is preferred that vouchers be submitted with the transcripts.

The following information shall be included on the voucher:

- Contract number
- Invoice number
- Date and location of hearing
- Subject of hearing
- Type of hearing (i.e. hearing, pre-hearing, intra-hearing, revocation, etc)
- Range of pages of original transcripts for each hearing
- Type of delivery (normal/priority/overnight/immediate), number of pages, and rate for each type
- Number of full size copies and 4 in 1 condensed copies and the rate per page
- Reporter name
- Names of persons to receive transcripts and copies.

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.

- b) **Price Adjustment:** On each anniversary date of the contract, the Contractor may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to "Inflation and Consumer Spending" then click "Consumer Price Index" and then click on "Tables created by BLS" then click on "annual % changes 1913 to present."

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as

follows. Take the CPI value for the 3rd month prior to the current anniversary date and subtract the CPI value for the 3rd month prior to the previous anniversary date (15 months prior to the current anniversary date). That sum is then divided by the previous period CPI value and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next contract year.

#### **6. Term of Contract:**

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

The contract will cover a five-year period anticipated to be: July 1, 2010, to June 30, 2015.

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.

#### **7. Debriefing:**

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

#### **8. 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 10).

#### **9. State Consultant Services Reporting:**

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

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

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

Both of these forms are included as attachments to this document.

#### **10. Lobbying Statute:**

Among its provisions Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the

Laws of 2005, includes the following pertaining 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 lobbyists 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 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.

**11. Accessibility of State Agency Web-based Intranet and Internet Information and Applications:**

Any web-based intranet and Internet information and applications development or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, "Accessibility Web-based Information and Applications", and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, 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 New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor, or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

**12. Information Security Breach and Notification Act:**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data that includes private information containing an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC), and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

**13. New York State Tax Law Section 5-a:**

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

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax, and contractors must certify to DTF that each affiliate and

subcontractor exceeding such sales threshold is registered with DTF to collect such New York State and local taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

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

#### **14. Piggybacking:**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/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.

#### **15. 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/WBEs) for any subcontracting or purchasing related to this contract. Bidders who are not currently New York State certified M/WBEs 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 IFB requirement. Supportive documentation must include a detailed description of work that is required including products and services.

The goal for use of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). To assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 11) and submit this Plan with their bid documents.

Bidders that are New York State certified MBEs or WBEs 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.

## **F. APPENDICES**

The following will be incorporated as appendices into any contract resulting from this Invitation for Bids (IFB). This IFB will, itself, be referenced as an appendix of the contract.

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B – Invitation for Bids
- 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 G-Notices
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## G. ATTACHMENTS

1. Bid Form
2. No-Bid Form
3. Appendix A – Standard Clauses for All New York State Contracts
4. Appendix D – General Specifications
5. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
6. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
7. N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
8. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
9. State Consultant Services Form B, Contractor's Annual Employment Report
10. Vendor Responsibility Attestation
11. M/WBE Procurement Forms

12. Estimated Volume of Hearing Reporter Services per year and List of Regions and Counties within each Region
13. Bidder Qualifications
14. Cost Bid Form



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

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

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

Basis of Finding of Non-Responsibility:

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

(Add additional pages as necessary)

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:

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

(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)

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.

**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 setoff 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 -- 7th 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.

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 nonprocurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

##### Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily

excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement 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

**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) \$	

**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.tax.ny.gov](http://www.tax.ny.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?**

New York State Department of Taxation and Finance  
Covered agency address Covered agency telephone number  
**Internet access:** [www.tax.ny.gov](http://www.tax.ny.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\_\_\_\_



**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.



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.tax.ny.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

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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.

**Attachment 8**

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
<b>Totals this page:</b>	<b>0</b>	<b>0</b>	<b>\$ 0.00</b>
<b>Grand Total:</b>	<b>0</b>	<b>0</b>	<b>\$ 0.00</b>

**Name of person who prepared this report:**

**Title:**

**Phone #:**

**Preparer's signature:**

Date Prepared: / /

Page of  
(use additional pages if necessary)

State Consultant Services  
**FORM B**

OSC Use Only  
Reporting Code:  
Category Code:

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

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

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:  
Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of  
(use additional pages if necessary)

## Instructions

State Consultant Services  
Form A: Contractor's Planned Employment  
And  
Form B: Contractor's Annual Employment Report

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.

**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: \_\_\_\_\_

**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

New York State Department of Health

**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**

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

## 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:

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



**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	Hispanic	Asian/ Pacific Islander	Other
<b>STAFF</b>							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
<b>TOTAL</b>							

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

\_\_\_\_\_  
Date

### Estimated Volume of Hearing Reporter Services Per Year

	Location	Number of hearing days	Number of original pages	Delivery type-% of hearings	Number of Copies
<b>OPMC hearings by region:</b>					
2 NYC	NYC	100-200	15,000-25,000	Normal:75-80% Priority:20-25% Overnight:0-2% Immediate:0-1% Evening: 0-2%	Majority require 1 full size copy and 5 condensed copies; some require 1 full size copy; some no copies.
5 Capital District	Troy	50-100	3000-7000		
8 Central NY	Syracuse	5-25	500-3500		
10 Finger Lakes	Rochester	5-10	400-2000		
11 Western NY	Buffalo	5-15	700-2000		
<b>Other Department hearings statewide:</b>	Majority in NYC, some in Troy, Rochester, Buffalo, Syracuse, other possible locations	50-100	3000-7000	Majority Normal delivery	Most require 1 full size copy, some do not need any copies.

### List of Regions and Counties within each Region

#### Region 2-New York City

Bronx, Kings, New York, Queens, Richmond

#### Region 5-Capital District

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Schoharie

#### Region 8-Central New York Region

Cayuga, Cortland, Jefferson, Onondaga, Oswego

#### Region 10-Finger Lakes Region

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

#### Region 11-Western New York Region

Alleghany, Cattaraugus, Chatauqua, Erie, Niagara

## Bidder Qualifications

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

An official authorized to bind the organization to the provisions of this IFB must sign and date this attachment. By signing this attachment, bidder assures its ability to perform all services required under this IFB and resulting contract.

**Bidders must be able to provide ALL of the following. If unable, the bid will not be considered.**

**A. Check the boxes below to indicate your ability to provide the services listed:**

- 1. Able to furnish all labor and materials required to provide judicial, administrative and investigation interview recording at the Department's designated location(s) within the region(s) for which you are bidding.
- 2. Able to meet the requirements identified in the IFB, Section C Detailed Specifications.
- 3. Each hearing reporter will be:
  - Familiar with medical and legal terminology.
  - Experienced in transcribing complex medical terminology.
  - A New York State Notary Public.
  - Proficient in court stenography, able to take a verbatim record of all that is spoken and read back from that record when asked.
  - Able to protect the confidentiality of patient/witness names within the transcript.
  - Able to mark and log evidentiary materials.
  - Able to produce an error-free verbatim transcript of the proceeding which meets the detailed specifications.
  - Able to produce recordings from electronic keyboard-operated typing devices and meet the requirements of the State Administrative Procedure Act.

**B. Provide the following information as attachments. Check each box below to indicate an answer has been attached.**

- 1. A description of your company's experience in providing hearing reporter and medical transcription services. Include the number of years your company has been providing these services and the number of years experience with either New York State Department of Health hearings, Office of Professional Medical Conduct proceedings, Civil Medical Malpractice depositions/ trials or any other New York State Agency. Include the type of service provided and New York State Agency. Also include any additional services, if any, you are able to provide (Ex. ability to provide a secured hearing room).
- 2. A list of employees and/or independent contractors who will be providing hearing reporter services. Include the number of years experience for each person and their qualifications for providing hearing reporter and medical transcription services.

- 3. A description of how your company will be able to provide hearing reporter services to multiple hearings simultaneously. Describe your process for replacing a reporter in the event of illness. Identify how many days notice you require to schedule services.
- 4. Two references. Include name, company, and telephone numbers.

Authorized signature: \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

## COST BID FORM

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

An official authorized to bind the organization to the provisions of this IFB must sign and date this attachment. By signing this attachment, bidder assures its ability to perform all services required under this IFB and resulting contract.

Enter rates per page for year 1 in first column. Then multiply each rate by the estimated pages and enter the product in the cost column. Then add the costs together and enter the total in the Total Cost box for each region you are bidding. Year 2 to 5 page rates will increase each year equal to the Consumer Price Index as specified in the IFB section E Administrative 5 Payment.

Region 2 (NYC)	Year 1 Bid per page	Estimated Pages per year	Cost
Normal Delivery	/page	27,000	
Priority Delivery	/page	2,400	
Overnight Delivery	/page	150	
Immediate Delivery	/page	150	
Evening Delivery	/page	300	
Cost of Copies	/page	180,000	
<b>Total Cost for Region 2</b>			

Region 5 (Troy/Albany)	Year 1 Bid per page	Estimated Pages per year	Cost
Normal Delivery	/page	8,550	
Priority Delivery	/page	360	
Overnight Delivery	/page	45	
Immediate Delivery	/page	450	
Evening Delivery	/page	0	
Cost of Copies	/page	54,000	
<b>Total Cost for Region 5</b>			

Region 8 (Syracuse)	Year 1 Bid per page	Estimated Pages per year	Cost
Normal Delivery	/page	3,800	
Priority Delivery	/page	160	
Overnight Delivery	/page	20	
Immediate Delivery	/page	20	
Evening Delivery	/page	0	
Cost of Copies	/page	24,000	
<b>Total Cost for Region 8</b>			

<b>Region 10 (Rochester)</b>	<b>Year 1 Bid per page</b>	<b>Estimated Pages per year</b>	<b>Cost</b>
<b>Normal Delivery</b>	<i>/page</i>	2,375	
<b>Priority Delivery</b>	<i>/page</i>	100	
<b>Overnight Delivery</b>	<i>/page</i>	13	
<b>Immediate Delivery</b>	<i>/page</i>	12	
<b>Evening Delivery</b>	<i>/page</i>	0	
<b>Cost of Copies</b>	<i>/page</i>	15,000	
<b>Total Cost for Region 10</b>			

<b>Region 11 (Buffalo)</b>	<b>Year 1 Bid per page</b>	<b>Estimated Pages per year</b>	<b>Cost</b>
<b>Normal Delivery</b>	<i>/page</i>	2,375	
<b>Priority Delivery</b>	<i>/page</i>	100	
<b>Overnight Delivery</b>	<i>/page</i>	13	
<b>Immediate Delivery</b>	<i>/page</i>	12	
<b>Evening Delivery</b>	<i>/page</i>	0	
<b>Cost of Copies</b>	<i>/page</i>	15,000	
<b>Total Cost for Region 11</b>			

Authorized signature: \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_