

NEW YORK STATE DEPARTMENT OF HEALTH

CENTER FOR COMMUNITY HEALTH
DIVISION OF EPIDEMIOLOGY
BUREAU OF IMMUNIZATION

A Request for Proposal for

Maintenance and Enhancement of the Web-Based
New York State Immunization Information System

RFP No. 1212030151

Schedule of Key Events

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Response to Written Questions:	September 9, 2013
Proposal Due Date:	September 27, 2013 by 4:00pm ET
Contract Start Date (anticipated):	December 1, 2013

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

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- Submission of Written Questions
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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E.11 of this solicitation.

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A. INTRODUCTION

This Request for Proposals (RFP) is being issued by the New York State Department of Health (NYSDOH), to seek bids from experienced, responsive and financially sound vendors that will assume responsibility for system maintenance, enhancements, technical support, user support, including Tier 3 help desk support, of the New York State Immunization Information System (NYSIIS).

NYSIIS is a confidential, secure, web-based system that collects and maintains demographic, immunization, and blood lead test information in one consolidated record for persons of all ages in New York State (excluding New York City). As of January 15, 2013, NYSIIS contains 4.3 million patients, 56.5 million immunizations, and 1.6 million blood lead test results. There are more than 13,000 users from an estimated 3,300 health care provider organizations, 1,163 pharmacies, 22 health plans and 2,525 schools. As of January 15, 2013, 89% of NYS children (outside of NYC) less than six years of age have two or more immunizations recorded in NYSIIS.

The vendor shall develop, implement and assume maintenance responsibility for all NYSIIS fixes, updates and enhancements. If NYSDOH requested enhancements exceed the anticipated deliverables, a contract amendment may be negotiated.

In addition the vendor shall implement ongoing activities that include expanding the scope of NYSIIS to collaborate with other NYSDOH health information exchange initiatives, such as the Immunization Bi-Directional Information Exchange Project (working to connect NYSIIS to the Universal Public Health Node to facilitate health information exchange with Regional Health Information Organizations (RHIOs) and participating providers), and the Child Health Information Integration, (focused collaborative effort to develop a feasible solution for the seamless integration of the health information of New York's children). Overall, the vendor shall support and maintain the NYSIIS.

Since the work to be accomplished under this procurement involves the management of protected data, all work performed by the vendor and its subcontractors shall be performed in the United States or its territories.

The NYSIIS application has been in production since 2008 and is currently in the maintenance and operations phase. The NYSIIS application still requires completion of a significant number of updates to become fully compliant with federal recommendations and NYSDOH business requirements. A number of enhancements will need to be completed during this contract period.

For examples of proposed enhancements, please refer to Attachment 1: NYSIIS Enhancement Descriptions.

B. BACKGROUND

The NYSDOH is responsible for protecting the health of all New Yorkers. The Bureau of Immunization within the Division of Epidemiology, Center for Community Health is responsible for the maintenance and enhancement of a statewide immunization information system. The New York State Immunization Information System (NYSIIS), is a tool that is increasingly used to support the goals and objectives of not only programs within the Bureau of Immunization, but also other programs throughout the NYSDOH.

In 2006, legislation was signed into law mandating the reporting of all immunizations administered to persons less than 19 years of age beginning on January 1, 2008. With this critical component in place, the NYSDOH acquired from the State of Wisconsin a computerized internet database application known as the Wisconsin Immunization Registry (WIR), which was developed to record and track immunization data. Electronic Data Systems (EDS) initially developed this registry application in 2000 for Wisconsin. The NYSDOH entered into a contract with Electronic Data Systems on December 22, 2006 to modify and maintain the WIR software for compliance with New York statutes under the new application name: the 'New York State Immunization Information System'.

The web application went live for health care providers on February 25, 2008 and is currently in the maintenance and operations phase. NYSDOH goals for the NYSIIS application are evolving and as such still require completion of a significant number of updates and enhancements to become fully compliant with federal recommendations and NYSDOH requirements and needs.

B.1 Organizational Description

NYSDOH Bureau of Immunization: Application Owners.

The core function of the system is to collect immunization information from many sources and present a single, complete immunization record to authorized users. NYSIIS also includes information on lead screening and early hearing detection.

NYSDOH Bureau of Biometrics and Health Statistics: Application Partner.

NYS Public Health Law §2168 beginning in 2004 allows for NYSIIS to receive identifying information from Vital Records to establish a record for the child. Each day files of new births are created by Vital Records and submitted electronically to NYSIIS.

NYSDOH Lead Poisoning Prevention Program: Application Partner.

In September 2010, integration with the Lead Poisoning Prevention Program was successfully completed with the migration of historical blood lead screening test results and the ability to manually report results via the user interface.

NYSDOH Early Hearing Detection Intervention Program (EHDI): Application Partner.

In 2012, NYSIIS worked with the EDHI to allow the hearing test recorded at birth to be available through NYSIIS. The application that stores the test results is supported by the NYSDOH and is

not a responsibility of the vendor bidding on this proposal. The vendor will be responsible for maintaining the link between the NYSIIS demographics and the EDHI test result page.

NYSDOH Universal Public Health Node (UPHN): Application Partner.

In a move to automate the exchange of data with NYSIIS partners, NYSIIS is working with the NYS Universal Public Health Node (UPHN). The UPHN is the authority that allows partners outside the NYSDOH to automate the submission of data.

Additional partners include New York City's Citywide Immunization Registry (CIR) and IIS projects in other states. The goal of these partnerships is to include in NYSIIS information on residents from other jurisdictions and states with IISs and to have a complete record of immunizations for people that reside in other geographic and system catchment areas. In addition, work is currently underway that would allow the CIR to provide NYSIIS with all births and immunization information for NYC children born since 2004.

B.2 Architecture, Hardware and Operating System

The NYSIIS hardware and operating systems are currently hosted in the New York State Office of Information Technology Services (ITS) data center. ITS is responsible for the hardware, operating systems, environments, and off-site data back-ups under a service level agreement with the NYSDOH Bureau of Immunization. ITS provides installation, upgrades, and monitoring support for NYSDOH infrastructure and operating system software. In addition, ITS provides twenty-four hours by seven days a week (24 x 7) monitoring of the NYSIIS production environment for unusual behavior, error conditions, hardware, applications, and operating systems' failures utilizing a variety of tools.

NYSDOH will provide Oracle and Business Objects software licenses for use by the vendor. The vendor will be responsible for the installation and configuration of the Oracle Application Server (OAS) and the NYSIIS application. ITS is responsible for the installation and configuration of Business Objects. Activities related to the hosting of NYSIIS are currently under the supervision of NYSDOH and ITS.

Clearly delineated development, testing, and production environments, as well as a physical separation of hardware where necessary for security and configuration purposes, must be maintained. A Change Management process shall govern the control of changes made to the environments. NYSIIS application changes will be coordinated by the vendor in a controlled, secure method to protect the integrity of the system. Operating System changes, patches, and upgrades will be coordinated by the vendor with ITS according to established time frames. Diagrams of the application's major software components, system interfaces and data flow can be found in Attachment 2.

B.3 System Description

The following information describes how the NYSIIS Application is configured.

Access to Application: NYSIIS uses the NYS Health Commerce System (HCS) (<https://commerce.health.state.ny.us>) as the standard identity management and access service which is provided to authorized users.

The following is a list of “Authorized users” as defined in PHL §2168 and the level of access granted:

Full Access:

- New York State Department of Health
- Local health departments
- Health care providers and their designees
- Hospitals
- New York State Office of Children and Family Services
- Certified home health agencies
- Pharmacies
- School based health centers
- College health centers

Read Only Access:

- New York City Department of Health and Mental Hygiene
- Educational institutions (e.g. schools K-12, day care centers, Head Start programs)
- Local social services districts
- Local Women, Infants, and Children (WIC) agencies
- Other State and local health departments outside of New York

Query Only Access:

- Health insurance plans and other third party insurers (perform quality assurance activities, accountability, and outreach pertaining only to their plan enrollees).

The NYS HCS provides for an efficient and effective means for securing access to online services. HCS service allows NYSIIS to maintain an elevated level of security, controlled resource access and information retrieval. NYSIIS uses the service to:

- Verify the identity of individual users;
- Manage user accounts;
- Assign appropriate access; and
- Delegate authority or distribute administrative tasks.

Organization of the Source Code: The NYSIIS application refers to the web-based user interface, core business logic, and data access routines that are accessed by NYSIIS users and administrators through a web browser. The NYSIIS application is implemented mostly in PL/SQL and the remainder in Java and C. It makes use of standard Oracle libraries such as HTTP to deliver HTML to the user's web browser.

Overview of the Application Operation: All user interaction with NYSIIS is via the user's Internet browser. None of the NYSIIS application logic resides on a user's machine. The NYSIIS application is built on a Request-Response Model: HTTP.

A relational database serves as the repository for client and immunization data. All requests for information, from both the application and report server, call stored procedures within the database. Results from the stored procedures are dynamically formatted into HTML for display in the user's browser. Certain requests that require especially high-performance or special services are routed to programs that run outside of the database but run on the database server. Such requests include the real-time client (patient) search/de-duplication to avoid creating duplicate client records.

Operation of the Client Tier: NYSIIS users access the registry from a diverse set of platforms with varying degrees of internal IT support. To achieve as thin a client as possible, the NYSIIS user interface is comprised mostly of HTML web pages generated dynamically in response to user requests. JavaScript is used in many of the web pages to perform some client-side data entry validation and enhance usability. These web pages are designed to stand independently in accordance with the simple stateless model embraced by the application.

Operation of the Middle Tier: A Web Server is the starting point for a NYSIIS session. NYSIIS is installed utilizing Apache but is not tied to any particular brand of Web Server. The services provided by the Web Server are limited to listening and serving up HTML as well as supporting communications via the Secured Sockets Layer (SSL) for securing the privacy of transferring immunization data. Other than serving the few static images that are a part of NYSIIS, the web server routes most requests to the NYSIIS application server.

NYSIIS utilizes Oracle internet Application Server (iAS) to broker user requests. Since the majority of the application display and user interaction is implemented using the PL/SQL language (Oracle's native procedural data access language), the primary use of iAS within NYSIIS is to provide a gateway to the database server.

NYSIIS must deliver certain information as highly formatted and printable forms. Examples of such forms include a new-client form, a vaccination record, and a recall postcard. A common means of delivering such information in a thin-client deployment is to make use of Adobe's PDF document format. Since all of the forms require data to be displayed from the NYSIIS database within the form, it was decided to create the reports using a product that is tightly integrated with the Oracle database. All reports are created using Oracle Developer and are generated at run-time utilizing the Oracle Reports Server (ORS). Report requests are passed through iAS to a CGI gateway to the report server. The ORS brokers the database interactions, generates the PDF files and sends the response to the web server. The ORS can be run on a machine other than the one hosting the web server. In the initial deployment of WIR in Wisconsin, the ORS, iAS and the web server software were run on the same machine. In the New York configuration, the iAS and ORS runs on the same machine and the web server software runs on a separate machine. The web server software forwards all requests to the application server via an Apache proxy forward.

Java procedures running under iAS are used to manage pooled connections to the database server. Those connections must be continuous.

To work around a timing problem on very large long-running reports, NYSIIS requires a small custom program to run on the report server hardware. This program monitors long-running reports and provides a means for the user to query when a report is complete and ready for downloading. This software is currently implemented in Java and runs as a process under Linux.

Oracle Net9 is the final middleware component of NYSIIS. This is the Oracle network transport protocol to support communications between the Oracle database, iAS and ORS.

Operation of the Application Tier: NYSIIS is currently hosted on an Oracle10g database. There are certain portions of the application, such as the immunization recommendation module, that are computationally intensive and well suited to an object-oriented language like Java. While modules are generally implemented in PL/SQL, some are implemented in Java to improve the performance of generating large reports and to provide reusable components for other independent registries.

A NYSIIS requirement is to ensure that best efforts are made to reduce the entry of duplicate client information. A probabilistic matching algorithm performs this function. The de-duplication facility was written in C and Pro*C. The de-duplication process is currently implemented to run on the database server hardware. Communications between the NYSIIS PL/SQL functions and the de-duplication process are via a mechanism that Oracle terms pipes.

The NYSIIS design supports exchange of files with some other applications. Most of these applications transport files, in HL/7 format (version 2.3.1 or higher) and flat file format, within HTTPS and use processes written in Java/EJB that include a Job Manager, Document Processor, Transaction Processor and Response Processor. The NYS Universal Public Health Node (UPHN) is designed for automated submission of HL7 files to NYSIIS.

User Interface: All user interaction with the NYSIIS is via the user's Internet browser. None of the NYSIIS application logic resides on a user's machine. The user interface is written mostly in Oracle PL/SQL stored procedures that use Oracle libraries such as HTP to dynamically generate HTML web pages and to dynamically generate JavaScript within many of the HTML web pages.

The requirements for a client installation are a PC Notebook or tablet with an internet connection, an internet browser, either Microsoft's Internet Explorer 7.x or Mozilla's Firefox 5.x or better, to run the NYSIIS application and Adobe Acrobat Reader 6.0 or better to view and print online reports and forms. The client's browser must be set to enable JavaScript and SSL. No other client side software is required, other than an OS compatible with the browser and Acrobat Reader.

Business Rules: Business rules are contained in PL/SQL stored procedures and Java. The business rules PL/SQL code is logically segregated, as a separate set of stored procedure packages, from the data access logic and user presentation logic.

Data Access: Most of the data access is within PL/SQL stored procedures that contain SQL. The data access PL/SQL code is logically segregated, as a separate set of stored procedures, from the business rules logic and user presentation logic. The PL/SQL user interface stored procedures and PL/SQL business rules stored procedures call PL/SQL data access layer stored procedures. Each report template (for the Oracle Reports Server) contains embedded SQL. The C programs (for the patient search/de-duplication engine) use Pro*C precompiler to embed SQL. The Java (J2EE) for the file data exchange uses a little bit of SQLJ to embed SQL as well as JDBC.

Network: The NYSIIS application is currently hosted at the NY Office of Information Technology Services (ITS) for Development, User Acceptance Testing/Load Testing and Production environments. The ITS Shared Web Hosting service will be used for initial entry into NYSIIS. The hardware for the Oracle iAS/ORS and the hardware for the Oracle DBMS will be located in the same ITS Secure Zone because continuous connections are required between them.

Environments: There are delineated development, quality assurance, testing, and production environments and a physical separation of hardware where necessary for security and configuration purposes. A Configuration Management Plan governs the control of changes made to the environments. NYSIIS application changes will be coordinated by the vendor with ITS. The ITS Contract Administrator will ensure a controlled, secure method to protect the integrity of the system. Operating system changes, patches, and upgrades are coordinated by the vendor with ITS according to established periods.

C. DETAILED SPECIFICATIONS

The Department expects to award one (1) contract through this RFP to a qualified bidder to provide the services as outlined in this RFP. Eligible bidders should have the capacity to provide the activities outlined in this RFP. The proposal must identify one lead organization; however subcontracting with other organizations is allowed. The bidder should provide the full name and address of any organization with which the bidder will subcontract for any services provided in the contract resulting from this RFP and the mechanisms for assuring its effective administration of the subcontract.

Minimum Eligibility Requirements

This RFP is open to entities which must meet the following requirement:

Three (3) years of experience modifying the Wisconsin Immunization Registry (WIR) to meet other state IIS requirements or five years general IIS experience.

Please note: PROPOSALS NOT MEETING THE MINIMUM ELIGIBILITY REQUIREMENTS WILL BE DISQUALIFIED.

C.1 Overview

The guiding principles for the development, implementation, and ongoing maintenance and enhancement of the immunization information system reflect national and state standards,

specifications, and measures related to providing an accurate, secure, interoperable infrastructure that will support the appropriate use and sharing of health information by the immunization community and beyond. These include sound public health informatics development practices as described by the Public Health Informatics Institute, National Vaccine Advisory Committee 12 Functional Standards of Operation, Programmatic Registry Operations Workgroup Standards of Excellence, Modeling of Immunization Registry Operations Workgroup guides, Nationwide Health Information Network standards and specifications, and Healthy People 2020 goals and objectives.

To maintain and enhance one unified statewide immunization information system is a multifaceted and substantial undertaking. To ensure success of the program, the selected vendor will be required to assist or be responsible for the following support components of the NYSIIS Software Application:

- Critical system performance measures
- Normal system availability
- Backup and restore
- Data interfaces and loading
- Problem response
- Problem resolution reporting procedures
- Performance monitoring
- Hardware and software support
- New and ongoing development
- Other tasks as identified elsewhere in this RFP or inherent in the performance of the services solicited by this RFP.

C.2 Operations and General Maintenance Requirements

The vendor must provide Operations and Maintenance support as outlined below and detailed in Section C:

- Production support activities including fixing system interrupts, monitoring online and after-hours processes, and verifying Operating System (OS) changes and updates performed by ITS.
- Test and implement updates to Oracle.
- Maintenance support activities including:
 - Corrective actions for maintaining existing functionality.
 - Review and creation of an Enhancement Request Log and a Change Request Log (see section C.6 Transitional and Operational Requirements for more details).
 - Review, creation, and approval for Enhancement Requests Forms and Change Request Forms (see section C.6 Transitional and Operational Requirements for more details).

C.2.1 Critical Production Performance Requirements

The NYSIIS production software environments must be available on business days, from 8:00 am to 5:00 pm Eastern Standard Time (EST), Monday through Friday. During this time, access

to the NYSIIS production software environments must be available for users to update or view client and immunization information via the Web-based user interface or batch data exchange, as well as process NYSIIS reports.

Monthly Performance Reports should be generated for NYSIIS. (see section C.2.5 Production Performance Monitoring for more detail).

Application interfaces must operate as scheduled with no error attributable to the NYSIIS code or processes.

A monthly average application response time of 20 seconds or less within the NYSIIS network must be maintained. This is done using tools available through Oracle Application Server's Tools. The monitoring will occur from the time the application receives the request until a response is sent back to the requestor. Latency issues related to the HCS or NYS Directory Services segments will be referred to the responsible support teams for investigation and resolution.

Response to outages or problems will be reported within the prescribed time limit and assigned priority. (See section C.2.5 Production Performance Monitoring for more detail). Restoration of system operations will be achieved within the time frames required for help desk program error requirements.

Document all interruptions of application service availability during the hours of normal system availability that exceed 15 minutes in an operational incident report (OIR). The OIR will be created and delivered by the vendor and the NYSIIS Project Manager by the next business day.

Regression testing must be performed with each change of hardware and system maintenance release, including coordination between vendor and NYSIIS on user acceptance testing (UAT).

Help desk personnel or help desk voice mail will be available to NYSIIS users from 8:00 am to 5:00 pm. EST, Monday through Friday. There is no expectation that the help desk will be available during weekends or State holidays. See section C.4.1 Help Desk Support for more details.

C.2.2 Normal System Activity

The vendor shall ensure the NYSIIS Production, Training, and Quality Assurance (QA) environments will be available from 8:00 am to 5:00 pm EST, Monday through Friday, with the following exceptions:

- Scheduled System Outage for the Production System - The application may not be available during periods of system maintenance or application upgrade. These time periods will be pre-approved by NYSIIS, NYSDOH and the vendor, five working days prior to the scheduled outage. Five working days is the desired notification time period; however, there may be time that hardware or software problems warrant correction within a shorter time period. These scheduled system outages shall not count against the Service Level Agreement (SLA).

- Emergency System Outage for the Production System - These should be reported through escalation procedures and OIRs as appropriate.

Vendor/NYSIIS maintenance and operations team will keep the Production, Training and QA application environments appropriately up to date and provide support for those environments during regular business hours for the duration of the contract. “Appropriately” is defined as the version that is needed for the necessary functions required of the environment such that Training and Production environments should typically reflect the most current released version of NYSIIS. The QA region may have a different version as needed for appropriate testing or other necessary functions.

C.2.3 Production Data Interfaces and Loading

The NYSIIS application will support data exchanges from providers, vital records and other partners. The vendor help desk will assist NYSDOH in the processing of initial provider data exchange files for data quality verification. The responsibility of managing communication in regard to the data loads will fall to NYSDOH. The vendor help desk will work with the providers and software vendors to review and accept the initial files for submission through the data exchange module.

NYSDOH will pursue partnerships with other groups that include the exchange of data that the NYSIIS application can support. Upon recognized needs of the program, the vendor will need to develop new specifications following the change control process.

C.2.4 Problem Response

The vendor will provide system support for the normal hours of business operations. The vendor will provide on-call support 24 hours a day, 365 days a year to resolve critical and high system defects or to run selected jobs.

The vendor will provide on-call, after the normal hours of business production support between the hours of 6:00 p.m. to 7:00 a.m. during the processing of daily, weekly, monthly, quarterly and annual jobs and to respond to critical and high level system defects.

Problems that result in the NYSIIS Production and/or Training environments becoming unavailable or causing significant performance issues to users, which NYSIIS help desk staff cannot resolve, will be immediately escalated by telephone to the vendor team. The vendor team will be responsible for notifying the NYSDOH NYSIIS Program Manager within 15 minutes by telephone. In the event the NYSDOH staff member cannot be contacted in person, a voice-mail message and an email message will be sent. If an outage occurs lasting more than 15 minutes, the vendor must generate an Outage Incident Report (OIR) and proceed with the notification process for a production outage documenting the following:

- Cause of outage
- The solution (fix)
- Amount of downtime relevant to each component of the NYSIIS
- Number of help desk calls received and answered due to the outage.

Following the initial notification of a problem:

- The vendor must verify system status based on notification from system monitoring equipment and software or information from the NYSIIS help desk.
- The vendor must initiate the contingency plan in place and immediately notify the NYSIIS help desk of the issue and its status. If the system failure is determined to be hardware or network related, following specific testing to rule out application related problems, the vendor will contact HCS help desk for network connectivity issues or the NYS ITS Enterprise help desk for hardware related issues and follow agreed-upon escalation procedures.
- Upon initial notification, the vendor and NYSDOH program managers will determine a frequency interval for ongoing communications for the specific incident. Notifications will continue to the NYSDOH NYSIIS Program Manager until resolution and the problem level will dictate the frequency of these notifications.
- The NYSDOH will determine what and how notifications will be made to the NYSIIS providers.

C.2.5 Production Performance Monitoring

Vendor maintenance and operations staff are responsible for monitoring the system for system up-time and responses within the intranet and will report these statistics in a monthly performance report for the previous month. These statistics may have to be modified depending upon NYSDOH network restrictions.

The following statistics will be collected monthly by the vendor related to the NYSIIS production system:

- System availability
- Average response time for requests from the time one enters the NYSIIS User Interface (UI) until a reply is returned to the requester
- Number of visits and unique visitors
- Visit durations and last visit
- Authenticated users and last authenticated visit
- Pages viewed most often
- Rush hours – Shows the average activity over a 24-hour period
- Domains and countries of host visitors
- Host list, last visit, and unresolved IP addresses list
- Browsers used – Identifies each browser type, number of hits per browser type, and the specific browser version
- Operating system used – Identifies each operating system and number of hits per operating system
- Visits of robots – Tracks the different robots and spiders that have hit the site
- Search engines and keywords used – Reports the number of search engines or keywords used to find the site
- Worm attacks
- HTTP errors – Reports the number of errors, for example, page not found

- Graph of user activity by day of the month

C.2.6 Hardware and Software

NYS Office of Information Technology Services (ITS) is responsible for the maintenance and upkeep of all NYSIIS hardware supplied for the application. The vendor maintenance and operations team will be responsible for providing maintenance support for changes in the application relating to all hardware and software upgrades. The vendor maintenance and operations team should advise ITS and NYSDOH when a proposed major software upgrade (e.g., RDBMS) may negatively impact the NYSIIS software application performance so that the NYSIIS software application impacts can be evaluated and accommodated.

C.3 New and Ongoing Development (System Enhancement)

The vendor will provide a system evolution process for software development and obtain approval of enhancement design documents, estimates, test plans, and acceptance testing. The vendor will also provide the following development services:

- Upgrades, enhancements, and application modifications to meet additional New York State requirements as prioritized by NYSDOH (see Attachment 1 for examples).
- Changes required by federal or state statutes, regulations and/or rule changes and reporting, including specifically but not limited to, the Centers for Disease Control and Prevention (CDC) <http://www.cdc.gov/vaccines>, Office of the National Coordinator for Health Information Technology, Advisory Committee on Immunization Practices <http://www.cdc.gov/vaccines/recs/ACIP/default.htm>, NYS HIT <http://www.health.ny.gov/technology/>, and WIR updates as appropriate.
- Performance acceptance testing of new versions of applications or of significant enhancements that are ready for production.
- Enhancement tracking.
- The vendor should propose a reasonable plan and timeline for accomplishing enhancements at a deliverable-based, fixed or “not-to-exceed” compensation during the five year contract period in accordance with NYSDOH priorities.

Enhancements to NYSIIS currently under consideration:

- AFIX/CoCASA module

CDC will no longer support the CoCASA application used for AFIX visits beginning in 2015 and ask that IIS develop a module to include in the IIS to meet all the existing functionality. CDC will be providing core requirements by the end of 2014 for IIS projects to build from.

- Meaningful Use Enhancements

NYSIIS has been modified to meet Meaningful Use Stages 1 and 2 successfully. NYSIIS will require modifications and enhancements once the Meaningful Use Stage 3 requirements are finalized. The current date for Meaningful Use Stage 3 is 2016.

- ‘Real-Time’ Messaging

NYSIIS current operations data exchange through what is considered a batch solutions, where one or more immunization messages are included into a file for processing. The development of a ‘real-time’ solution for NYSIIS will requires modifications to the NYSIIS application and with the transport of the message which is currently the responsibility of the NYS Universal Public Health Node (UPHN). This solution would allow both single updates and queries to happen in ‘real-time’.

- ACIP Schedule Updates

As new vaccines are included to the ACIP schedule, modifications to the NYSIIS scheduler will be required to access the completeness of the administration of the series and to calculate the date the next shot is due. This information will need to be included in the data exchange messages and modifications to the NYSIIS User Interface (UI).

- UPHN / HIE Enhancements

Critical to the success of NYSIIS is the ability to data exchange with providers and other partners. The role of the UPHN and HIE are growing and will require NYSIIS to make appropriate modifications as changes are made to those systems.

- Enhancements to Data Exchange Messaging Standards.

Although CDC recently had IIS adopt HL7 2.5 as the messaging standard, it is expected that other changes will come. Current discussions are going on around the use of the Continuity of Care Document (CCD) in the IIS community. At a minimum, once a standard presentation format is developed, the IIS community would be expected to create and present CCD to the user community. At the most, there may be an expectation for IIS to receive and consume the relevant information from a CCD into the IIS.

- Integration of DOH Program Information

NYSIIS has already developed a module for the recording and presentation of lead screening test results. Recently NYSIIS partnered with the NYS Early Hearing Detection and Intervention Program for the recording and presentation of hearing screening data. It is expected that other DOH programs (i.e blood screening, BMI) may wish to participate in NYSIIS

C.4 NYSIIS Support Requirements

The vendor will provide the following support:

- Help Desk Support
- User Support
- Status Report and Project Management Activities
- NYSIIS System Maintenance and Operations Documentation Deliverables
- NYSIIS Releases During Maintenance and Operations Phase
- System Uptake Reports
- Disaster Recovery Help

C.4.1 Help Desk Support

The vendor shall provide help desk services to support the NYSIIS user community, including the following:

- Help desk support
- Availability and use of product-trained technicians
- Ticket response time standards (follow-up and resolution)
- Ticket escalation and resolution model
- Ticket status reporting
- Schedule of help desk hours of operation and availability
- Toll-free help desk phone number
- Help desk email address
- Weekly reports of all calls received
- Data exchange support
- Assistance with patient reduplication (merges)

The vendor will provide application help for end users through help desk personnel via phone and email. Help desk personnel will provide answers to NYSIIS user inquiries relating to problem resolution and product information, as well as assist users with specific organization level reports and data exchange set up. Help Desk staff requirements are defined as follows:

Help Desk Support

- Requirements Management
- Software Release Management
- Tier 1, 2, & 3 Help Desk Support
 - Minimum Experience and Skill Requirements must include:
 - Associate's or bachelor's degree, or technical institute degree/certificate in Computer Science, Information Systems, or other related field.
 - Three to five years experience working in a Service Desk/Help Desk environment with demonstrated working knowledge of basic IIS hardware and software products and problem solving/troubleshooting skills/
 - Healthcare information exchange (HIE) and/or healthcare information technology (HIT) knowledge
 - Must be detailed oriented, have strong people skills, and able to communicate ideas and results effectively in both oral and written form.

Help desk personnel or help desk voice mail will be available from 8:00 am to 5:00 pm EST, Monday through Friday. Exceptions to this will be made for NYSDOH holidays or when prior approval has been obtained from the NYSDOH Program Manager.

Help desk personnel will log calls and emails in a call-tracking application and report statistics monthly.

Expectations are that 95% of all inquiries will be responded to within the course of one business day. Inquiries not responded to within the course of one business day will be reported to the Project Manager and the NYSDOH for further investigation.

Expectations are that 90% of all calls or emails will be resolved during the point of initial contact. Calls or emails not responded to during the initial contact will be reported to the Project Manager and the NYSDOH for further investigation. Emails and telephone messages will be replied to within 24 hours of receipt within normal business working days.

Call/email volume, call length, call/email trends, open call/email inquiries will be reported and reviewed as part of the ongoing project status meeting with NYSDOH.

Help Desk Support Services: The vendor shall provide pricing for help desk support services. Tier 1 and Tier 2 help desk support services will be available on State business days, Monday – Friday, 8:00 am to 5:00 pm, EST. System users shall have direct access to help desk support through a toll free number and email provided by the vendor. All calls will be documented and tracked by the help desk with an automated call tracking system provided by the vendor. Regular call activity reports will be produced and provided to NYSDOH as defined within the Service Level Agreement (SLA). There will be a three-tiered response process with every call or email generating a ticket.

- Tier 1: This tier will track and disseminate calls to the appropriate group for resolution. Basic user assistance and issues will be resolved at Tier 1. Any calls requiring specific business knowledge will be forwarded to the vendor's Application Support Team. Calls requiring application changes or possible hardware/system software issues will be escalated to Tier 2.
- Tier 2: Vendor help desk staff at this tier will research and examine issues and resolve them if possible. These tickets will relate to more complex user issues than the basic assistance covered in Tier 1. Help desk staff will determine whether or not the issue is related to user error, lack of training or a hardware or software problem. If the issue is related to hardware or operating software, the issue will be forwarded to the hosting service provider for resolution. If the issue is related to the NYSIIS application, the issue will be escalated to Tier 3.
- Tier 3: Vendor help desk staff at this tier will provide diagnostic help or interface with the vendor team as needed to resolve questions and problems and to track the final resolution. Application fixes shall be completed by the vendor team as high level priority tasks. If the issue is attributed to the hardware or system operating software, the vendor shall return the issue to the Tier 2 staff for forwarding to the hosting service provider. The vendor shall follow the approved Change Management Plan for all calls resulting in a need for application changes.

C.4.2 User Support

The vendor shall work with NYSIIS users to define priorities, understand business needs, and provide technical and functional Tier 3 Support. The vendor is expected to review existing self-guided online training videos and develop new videos to include enhancements to existing functionality and new functionality.

The vendor will be responsible for coordination and support of one annual user group meetings, including securing venue contracts, in each of the six regions of New York State (Western, Finger Lakes, Central, North/Capital, Lower Hudson Valley and Long Island).

The vendor will provide appropriate training to ITS Data Center and NYSDOH staff members to enable them to provide appropriate support for the system.

The vendor will provide NYSIIS testing team with training as needed for major system updates and maintenance, or as requested by the Bureau of Immunization Contract Administrator. This includes, but is not limited to, clearing the data exchange queue and Oracle updates.

NYSIIS User Support Process:

1. Requests from NYSIIS users for production support, maintenance support, and all other types of client and system end user support must be documented by all tiers of help desk support using one of the following:
 - email to the NYSIIS Support Team
 - telephone call to the NYSIIS Support Team
 - discussion with the NYSIIS Support Team on bi-weekly conference calls
2. Once received, all NYSIIS technical support requests must be logged by all tiers into a management system for help desk support. System support requests entered into the management system can be referred to as “tickets” and must be assigned a ticket type.
3. All problems and requests for service shall be categorized by all help desk support tiers according to impact level and by urgency level, as follows:

Impact Level of Request	1	Extensive/Widespread
	2	Significant/Large
	3	Moderate/Limited
	4	Minor/Localized

Urgency Level of Request	1	Critical	An outage that results in the unavailability of the hosted environment or a problem that has persisted at Urgency Level 2 for more than eight (8) business hours
	2	High	An outage where the hosted environment is available but one or more of the critical functions provided by the system is not operational
	3	Medium	Degradation of non-critical system functions
	4	Low	General questions or informal contacts

4. If the vendor does not resolve an Urgency Level 1 or 2 problem by the deadline specified in the SLA, and if NYSDOH has met all of its responsibilities and obligations as set forth in the contract and in the SLA, then NYSDOH shall be entitled to assess a performance penalty against the vendor pursuant to the terms of the SLA. Additionally, if an Urgency Level 1 or 2 remains unresolved for more than 24 hours from the time it was reported, the Bureau of Immunization Contract Administrator may require the vendor to have staff on-site in Albany, NY at the Bureau of Immunization offices within 12 hours of the Bureau of Immunization Contract Administrator's request. This requirement will be at the sole discretion of the Bureau of Immunization Contract Administrator and expenses associated with such on-site visits will be vendor's responsibility.

C.4.3 Status Reports and Project Management Requirements

The vendor will perform the following throughout the contract term:

- Conduct weekly status meetings to discuss pertinent issues/problems and results from previous week's activities, plans for the next week, and anticipated problems with suggested solutions or alternatives.
- Prepare and distribute the status reports for the weekly status meetings. Distribute with the weekly status report a summary of outstanding problems.
- The vendor is responsible for preparing weekly meeting agendas and reports, and other materials deemed appropriate and delivering them to the Bureau of Immunization Contract Administrator for review and comments one (1) day prior to the status meetings.
- Distribute status meeting minutes documenting the outcome of the meeting for future reference as well as action items. The vendor is responsible for producing and distributing meeting minutes within three business days following the meeting.
- The vendor Project Manager and/or appropriate vendor assigned staff, will be required to have an onsite presence at least quarterly or more frequently, depending on the needs of the project.
- Conduct or participate in other meetings as requested by the Bureau of Immunization Contract Administrator or the Client agencies.
- Maintain and support a web-based problem log tracking system to track and log NYSIIS software problems identified through the help desk, monitoring programs, or NYSDOH staff.
- Maintain a centrally managed and accessible digital, historical repository of documents produced as part of NYSIIS maintenance activities or system enhancements.
- Generate a monthly SLA compliance report to be distributed as part of the status report for weekly DOH calls and posted to the Wiki the first week of the month.
- Prepare reports or data extracts upon request by the Bureau of Immunization for NYSDOH or CDC reporting needs (e.g. new grant submissions).
- Participate in internal and external audits and reviews of NYSIIS as required by the State.

C.4.4 System Maintenance and Operations Documentation Requirements

The vendor will maintain the NYSIIS system and documentation as outlined in the following table:

DOCUMENTATION DELIVERABLE	OVERVIEW
User Manual	User documentation to coincide with all software releases. The vendor will deliver updated documentation the day the release is in production, and will upload it to the NYSIIS application. The vendor shall identify the user documentation as a deliverable on each software release project plan.
System Documentation	Update system documentation within 20 working days of a software release, coordinate updates that overlap during milestones and identify the system documentation as a deliverable on each software release project plan.
Operations Manual	Update the operations manual at least twice per year and after each major software release.
Data dictionary/database structure	Update the NYSIIS data dictionary and database structure as changes are made to the system involving the database.

C.4.5 Releases during Maintenance and Operations

The vendor will establish release dates jointly with the NYSDOH. Releases will be defined as a result of enhancements and/or fixes prioritized through the change control process (see section C.7 Change Management Requirements for more details). The vendor will provide upgrades, enhancements and bug fix services as prioritized by NYSDOH. The vendor will create a project plan to help define expectations on scheduling and timelines for the appropriate release.

The vendor must follow proper software development methodology as part of any release. Documentation will be made available and reviewed by NYSDOH, additional proper development and testing methodologies will be followed prior to presenting a new release to NYSDOH for testing and acceptance.

The vendor maintenance and operations team will report on the progress of releases during the weekly status meetings. Changes resulting from program errors may require modifications to the release schedule in order to complete resolution as required. The vendor and NYSDOH will need to coordinate with the appropriate entities on implementation activities based on specific system areas that will be affected.

The vendor will conduct performance acceptance testing of new versions of applications or of significant enhancements that are ready for production.

The vendor will provide bug and enhancement tracking.

The vendor will install and maintain application upgrades.

C.4.6 System Uptake Reports

The vendor will compile monthly reports detailing system availability and any problems experienced during the month. These reports will include help desk call statistics, a problem log summary, and the following counts:

- New immunizations
- New patients
- Current immunizations
- Current patients
- Provider organizations broken down by organization type and total
- Users broken down by organization type and total
- New provider organizations
- New users

C.4.7 Disaster Recovery Plan

The vendor shall review and finalize the Disaster Recovery Plan to maximize provisions for continuous availability (warm site) or timely recovery and resumption of service during times of disaster. The vendor shall work with the State to submit annual updates to the NYSDOH Privacy and Security Office for review and approval.

The vendor shall conduct or participate in annual disaster recovery tests and update the Disaster Recovery Plan to improve on identified issues. These tests may be required in conjunction with an ITS Disaster Recovery exercise.

The vendor shall have all systems and system databases recovered within 24 hours after a disaster occurs once ITS makes available the appropriate hardware and operating system.

C.4.8 NYSDOH Responsibilities

- Inform vendor of any scheduled or unscheduled disruption of service.
- Purchase or upgrade hardware, software, operating systems, and applicable licenses as necessary.
- Maintain hardware and operating systems.
- Provide vendor access to the production system at appropriate levels as required.
- At a minimum, the hardware will be available on business days, from 8:00 am to 5:00 pm EST, Monday through Friday.
- Backup and restoration of the production and training NYSIIS software application environments.

- Provide nightly, weekly and monthly point-in-time backups. Cold storage weekly backup will also be provided.
- Provide system support of any known technical problems and issues as reported by NYSIIS project team.
- Confirm or investigate network/connectivity issues as they arise.
- Appropriately report and record any environment or network issues found.
- Keep the vendor informed of any issues or concerns.

C.5 Blood Lead Support

Blood Lead Support is the provision of core project team resources to support the blood lead module of the NYSIIS system. The Blood Lead module in NYSIIS allows users to view, manage, and add blood lead test results if authorized. All NYSIIS standard and administrative users, as appropriate by law, are able to view lead test results. Users can add blood lead test results only if their organization has Clinical Laboratory Improvement Amendments certification by NYSDOH's Physician Office Laboratory Evaluation Program and approval by the NYSDOH LPPP. Test results can also be printed using the Blood Lead Report.

The Blood Lead Module requires the following of the selected vendor beyond NYSIIS General Maintenance Requirements (see section C.4 NYSIIS Support Requirements for more details):

- Help desk support for Blood Lead System Users
- Support of the Lead User Interface and Data Exchange
- Continued improvement and updates of the Lead Test Scheduler
- Blood Lead Module upgrades, enhancements and bug fix services as prioritized by NYSDOH
- Blood Lead specific status report(s)

The Blood Lead Program will be looking for the vendor to supply ongoing training and outreach support for users authorized to view and enter blood lead test results, including the development and maintenance of a training database for the NYSIIS Blood Lead Module.

Blood Lead Training and Outreach Requirements:

- Update as needed Blood Lead Self-Guided NYSIIS Training Tutorials
- Create eight (minimum) new blood lead self-guided NYSIIS tutorials
- Weekly (minimum) onsite meetings with the Lead Program staff and the Training Coordinator
- Onsite one-on-one trainings for new and existing NYSIIS Lead Module users (include travel) as needed (minimum 12 per year)
- Provide live training webinars (at a minimum of 2 the first year, and annually thereafter) to be recorded (specific for each organization type)
- Assist NYSDOH Lead Program staff with the enrollment and training of new point-of-care users
- Creation and maintenance of a training database
 - NYSDOH Lead Program staff has a spreadsheet tracking issues and concerns with Physician Office Laboratories (POLs). The training database would track reporting issues and dates of one-on-one training, Self-Guided Training Tutorials, telephone

training, emails, letters, and non -compliance issues in order to monitor improvement in reporting.

- Maintain and update NYSIIS screens as requested (minimum of physician office laboratories organization information, and private practice organizations "Manage Clinician" screens with names of ordering authorities
 - The training coordinator may perform the update, or instruct private practice organizations on how to enter the data. POLs must enter the clinician data into the system before they are able to enter point-of-care results in NYSIIS. Instructing all private practices who care for children under the age of six years to enter clinician information will allow the future development of clinician specific reports (in addition to organizational level list and clinical performance reports).
- Other training/education tasks as assigned by the Blood Lead Program as time allows
- Perform edits and/or removal of NYSIIS and LeadWeb lead test records as back up for help desk and/or as requested by Lead Program staff

C.6 Transitional and Operational Requirements

The transitional and operational responsibility for the NYSIIS System by the selected vendor will consist of three (3) distinct phases:

- Phase I Assessment of the current environment by the vendor
- Phase II System support transition to the vendor
- Phase III Full systems support by the vendor

The actions and deliverables required of the vendor from each phase are described in detail below. The vendor's Cost Proposal must identify costs for each Phase.

C.6.1 Phase I – Assessment of Current Environment

Timeframe: One (1) Calendar Month:

The vendor shall conduct a full assessment of the business, software, and hardware and infrastructure environments of the NYSIIS System and develop a transition plan for subsuming the Immunization Information System Support activities from the Bureau of Immunization's existing incumbent vendor. Project-specific technical documentation and source code will be made available to the vendor for review to gain a technical understanding of the system and the associated technical architecture. Representatives of the NYSIIS business units will be available to meet with the vendor to provide an understanding, from NYSDOH's business perspective, of the requirements for application support of the NYSIIS System. The vendor will prepare a Transition Plan for NYSIIS System Support during this Phase for the Bureau of Immunization's approval. The Transition Plan must document the approach and tasks to be executed during Phase II - Systems Support Transition. The Bureau of Immunization will maintain basic operational control of the NYSIIS System during Phase I.

Phase I will not end until the Bureau of Immunization approves the Transition Plan. The vendor will not receive additional reimbursement for any efforts or time as a result of delays during this Phase.

C.6.2 Phase II - Systems Support Transition

Timeframe: Two (2) Calendar Months following completion of Phase I.

During Phase II, support for NYSIIS will be incrementally transitioned to the vendor from the Bureau of Immunization's existing support team as defined in the Phase I Transition Plan. The vendor shall prepare and deliver a weekly report of the status of each task in the Transition Plan.

The Bureau of Immunization maintains operational oversight during Phase II while the vendor's Team assumes responsibilities for NYSIIS tasks according to the Transition Plan. Once all transition tasks are complete, the vendor shall be solely responsible for support of all NYSIIS System functions and shall adhere to the signed contract.

Should the vendor not fully complete, to the Bureau of Immunization Contract Administrator's satisfaction, all tasks in the Transition Plan by the end of Phase II, the NYSDOH may at its discretion extend the time for Phase II. The vendor will receive no additional reimbursement for the additional time to complete Phase II. The Phase III transition period shall not begin until all tasks in the Transition Plan have been completed and an approved SLA has been signed by both parties.

C.6.3 Phase III – Full System Support

Timeframe: Beginning after the completion of Phase II.

The vendor shall provide full system support for the NYSIIS System. This support must meet or exceed the requirements defined below and any addition requirements in the SLA, which shall be finalized and approved by the Bureau of Immunization during Phase II.

Required Vendor Staff Skills:

The vendor will be required to commit fully qualified professional resources to the maintenance support and enhancement of NYSIIS; the NYSDOH must approve key personnel prior to their having any responsibility with the NYSIIS project.

Technical staff requirements are defined as follows:

Developer/System Engineer

- Software Design, Development and Testing
- Performance and Stress Testing
- Requirements Management
- Software Configuration Management
- Software Release Management
 - Minimum Experience and Skill Requirements must include:
 - BS Computer Engineering or Computer science, Masters preferred.
 - Three to five years' experience in a software engineering environment

- Technical and functional experience designing, analyzing, integrating, tailoring, and/or implementing software using Java, C++, or .NET
- Able to work in RDBMS and ODBC/JDBC
- Knowledgeable in SOAP/REST

Lead Business Analyst

- Unit, System and User Acceptance Testing
- Requirements Management
- Immunization Registry Business Analysis
- Software Release Management
 - Minimum Experience and Skill Requirements must include:
 - Bachelor's degree in Computer Engineering or Computer science, or related field MBA or a CPA degree
 - Three to five years' experience in an IIS software environment
 - Certification in computer languages like C#, Java, and SQL
 - Strong health care business and technology background/experience
 - Excel proficiency
 - Strong analytical and product management skills required, including a thorough understanding of how to interpret customer business needs and translate them into application and operational requirements

Database Administrator

- Database Support
- Requirements Management
- Software Release Management
 - Minimum Experience and Skill Requirements must include:
 - Bachelors degree in Computer Science or Management Information Systems
 - Knowledge of business functions
 - Experience in programming, particularly knowledge of structured query language (SQL), Unix and database management systems (DBMS).

The vendor will be required to assign a Project Manager to the project who will act as the single point of contact with the NYSDOH and who will have authority over all of the selected vendor's resources assigned to the project. The vendor's assigned Project Manager must be fully engaged in managing the project and will be required to have a presence at the NYSDOH. The extent and frequency of involvement and on-site presence of the selected vendor's Project Manager will be based on the needs of the project and the requirements of the organization issuing this RFP; this decision will be made by the NYSDOH and will be binding to the selected vendor.

Project Manager

- Project Management and Planning - PMP certified
- Requirements Management
- Software Configuration Management
- Software Release Management

- Policy, technical, and operational discussions to better understand the priorities and related project management tasks
- Lead/facilitate discussions related to project planning, milestones tracking, and other project related implementation considerations
- Establish project milestones, work breakdown structures, resource requirements, and priorities for the assigned projects
- Document project objectives, goals, scope, approach, and potential costs and track them to completion
- Prepare high quality reports to provide update on project progress including critical path items, decisions required, issues, risks and constraints.
 - Minimum Experience and Skill Requirements must include:
 - Undergraduate degree in Computer Science, Engineering or a related major, MBA preferred.
 - Project Management Institute certification as a Project Management Professional;
 - Five years of IIS experience or ability to demonstrate a comprehensive understanding of the WIR system and open-source code (see section C.8 WIR LLA for more details)
 - Five years of business development experience is required; business development experience should include: creating business plans, managing relationships, conducting presentations, and meeting goals.
 - Hands on experience in managing projects utilizing the product development lifecycle or a systems development lifecycle
 - Good working knowledge of project management tools(e.g. MS Project, Clarity)
 - Ability to navigate within a deadline driven matrix organization

C.6.4 Phase IV - Transition of Ownership

In order to ensure the NYSDOH success in assuming ownership and control over NYSIIS, NYSDOH has the following requirements:

- The selected vendor will be required to define and execute a knowledge transfer plan for transitioning NYSIIS knowledge to staff identified by the NYSDOH.
- The plan must include a process by which the vendor's system can be fully migrated to NYSDOH's resources
- The plan must include walk-throughs with NYSDOH staff of the fully configured system and documentation, as installed in the NYSDOH production environment.
- The plan must include all aspects of system and user administration, roles and responsibilities, software installation, and configuration.
- The must also include full conveyance of knowledge of the software and its implementation and execution to the NYSDOH.
- The plan will be subject to NYSDOH approval and satisfaction.

C.7 Change Management Requirements

The Change Management Plan shall be developed by the vendor and shall become effective when approved in writing by the Bureau of Immunization. The Change Management Plans shall contain, but not be limited to, the following concepts:

- Review, creation, and approval process for Enhancement Request Forms and Change Request Forms, which shall include at a minimum, a description of the business requirements, the technical specifications required to satisfy the request, fixed hour estimates, estimated timeframe and appropriate approval signatures for each enhancement request or change request.
- Review and creation of an Enhancement Request Log and a Change Request Log, which shall include at a minimum, the enhancement or change request number, a link to the Enhancement Request Form or Change Request Form, a description of the enhancement or change, the priority (high, medium, low), the status and the date of delivery.
- Identification and coordination with the appropriate third-party vendor (e.g. Oracle) for operational versions, upgrades, new releases, and emergency fixes to NYSIIS-specific software. NYSDOH will also identify what upgrades are needed and work with NYSDOH staff to coordinate installation.
- Installation and maintenance of application upgrades in the Production, Training, QA environments as well as the Dataguard and Disaster Recovery Box.
- The work identified in the change requests will be provided by the selected vendor at the rates agreed upon in the contract, with adjustment to project schedules and required timeframes and milestones as appropriate.
- The price of change requests initiated after contract execution will be determined by the summation of the level of effort for each labor category required to perform the change multiplied by the hourly rate for that labor category.
- All change requests are to be provided in exchange for a fixed or “not-to-exceed” compensation. The vendor shall be solely responsible for any costs in excess of the specified compensation.
- Procedures through which the Parties interact to propose, refine and, if agreement is reached, execute documentation binding them to proposed changes or enhancements.
- All change requests must be represented on all project reports, clearly indicating progress and their status.

The vendor will perform systems releases including but not limited to:

- Changes necessary for continued operations of the system. This includes interface changes, bug corrections, and changes to look-up tables.
- Changes to vaccines, rules for vaccine recommendations and administration, and coverage criteria for state-supplied vaccines.
- Upgrades to the hardware platform as identified by NYSDOH, analyzing impact; defining changes; coding changes required for compatibility with new hardware; reinstalling the current application; and unit, integration, and regression testing.
- Upgrades to the software platform, analyzing impact; defining changes; coding changes required for compatibility with new software; coordinating implementation with NYSDOH; and unit, integration, and regression testing.

- Upgrades to versions higher than Version 2.3.1 / 2.5.1 of the Implementation Guide for Immunization Data Transactions of the Health Level 7 (HL7) Standard.
- Gap analysis, requirement definition, and detailed specifications, necessary coding changes and all aspects of testing for enhancement modules received from other states that use the Wisconsin Immunization Registry (WIR).
- Client Problem Resolution – NYSIIS will provide support to research user questions about clients such as incorrect birth dates received from vital loads and potential duplicate clients. This is release-independent.
- Maintenance of trade names – Adding new trade names or inactivating old ones are done through the trade name table. This is release independent.
- Research and resolution of defects – NYSIIS will correct problems in the timeframe agreed to by NYSIIS and NYSDOH project managers.
- As part of each release the vendor will provide upon request a copy of all current software, Database schema, source code, and installation instructions.

The NYSIIS staff will prioritize all change requests against ongoing enhancement requests and outstanding incidents through the weekly NYSIIS status meetings. The timeframe for resolution of incidents will depend on the nature of the system problem or issue to be addressed.

Table 1: Summary of Key Vendor Plans and Document Deliverables

Deliverable	Deliverable Description and Frequency
Meetings and Status Reports	<p>The vendor shall schedule and chair regularly scheduled status meetings (every week throughout the duration of the contract or as determined by NYSDOH). The vendor's Project Manager will be required to participate, which can be accomplished by teleconference call or on-site as appropriate.</p> <p>The vendor shall prepare weekly status reports. These status reports shall clearly indicate the status of each ticket and any expected changes to the time, quantity, or quality of the fix or deliverable. The status report shall include details about the status of tasks and project deliverables that are completed, in process, planned, delayed, or added. The report must include any updates to the Risk Matrix, Issues Log, Project Work Plan, the Change Request Log, the Enhancement Request Log and other documents reasonably required by the NYSDOH.</p> <p>Status Reporting by the vendor every week shall start at the completion of Phase II and shall be due one (1) business day prior to the next scheduled weekly status meeting.</p>
Project Schedule	The vendor's proposal must contain a detailed draft Project Schedule (in MS Project version 2010 compatible and PDF). Before the end of the transition phase, the vendor shall submit an updated project schedule reflecting all tasks, start and finish dates and assigned resources for the next 12 month period. This updated project schedule shall be completed by the vendor with input from the NYSIIS Stakeholders. The vendor shall update the schedule every two (2) weeks thereafter for the life of the contract.
Issues List	The vendor shall deliver an updated Issues List with the Transition Plan to the NYSIIS Program Manager and shall maintain that list on an ongoing basis for the term of the contract.
Risk Matrix	The vendor shall deliver an updated Risk Matrix with the Transition Plan to the NYSIIS Program Manager and shall maintain the Risk Matrix on an ongoing basis for the term of the contract.
Disaster Recovery Plan	The vendor must obtain the Bureau of Immunization's approval of its Disaster Recovery Plan (DRP) before the end of Phase I. Disaster Recovery tests must be performed once a year. Within 20 business days following the conclusion of each disaster recovery test, the vendor must submit test results and an updated DRP to the Bureau of Immunization or give the Bureau of Immunization written notice that the DRP does not need to be updated.
Change Management Plan	During the life of the contract, changes will occur that warrant special processing. Some changes will have impacts on the scope, budget, contract and/or timeline of other enhancements or bug fixes. This plan is the guide on how to handle these types of changes through a controlled process. The Change Management Plan may be updated with the agreement of both parties. The plan will identify the process, procedures and tools utilized to execute Change Management for software, systems, plans, procedures,

Deliverable	Deliverable Description and Frequency
	requirements and enhancements for NYSIIS. The vendor shall deliver a Change Management Plan within 90 calendar days of contract execution for review and approval by the Bureau of Immunization Contract Administrator. Any changes must be done in accordance with the rules and practices of ITS Statewide Procurement.
Change Request Log and Change Request Form	<p>The vendor shall deliver a draft of the Change Request Log and the Change Request Form as part of the Change Management Plan and shall maintain the Change Request Log on an ongoing basis for the term of the contract.</p> <p>The Change Request Form must include, at a minimum, a description of the business requirements, the technical specifications required to satisfy the request, fixed hour estimates, an estimated timeframe and appropriate approval signatures for each change request.</p>
Enhancement Request Log and Enhancement Request Form	<p>The vendor shall deliver a draft of the Enhancement Request Log and the Enhancement Request Form as part of the Change Management Plan and shall maintain the Enhancement Request Log on an ongoing basis for the term of the contract.</p> <p>The Enhancement Request Form must include, at a minimum, a description of the business requirements, the technical specifications required to satisfy the request, fixed hour estimates, an estimated timeframe and appropriate approval signatures for each enhancement request.</p>

C.8 Wisconsin Immunization Registry (WIR) Limited License Agreement (LLA), and Additional Terms.

New York may from time to time acquire new system functionality from other states that use the Wisconsin Immunization Registry (WIR) under the WIR Limited License Agreement (LLA). All such new system functionality will be acquired pursuant to the terms of the WIR LLA (see Attachment 3).

NYSDOH is participating in the WIR consortium group, whose purpose is to facilitate sharing of requirements and code development of the WIR system. According to the WIR LLA, NYSDOH is required to notify Wisconsin of all modifications made to the WIR and to release written documentation and code to Wisconsin. The vendor selected under the NYSIIS contract is required as part of maintenance support to provide any services required to fulfill New York's obligations under the WIR LLA (Attachment 3). By submitting a bid under this solicitation, the vendor acknowledges that it has read and understood the WIR LLA and will, if it is the Awarded Vendor, to the extent its activities and duties hereunder come within the terms of such license or affect the licensed code, comply with the WIR LLA.

The intention of this solicitation is that the NYSDOH will exclusively own and be able to use the Deliverables apart from any claim or right of the vendor, except as stated in "Vendor Technology" immediately below. Subject to the "Vendor Technology" paragraph immediately below, the vendor releases to the NYSDOH, all right, title and interest in and to the copyright,

and all other rights, in and to any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the vendor for delivery to the NYSDOH hereunder (the “Deliverables”).

Vendor Technology:

The vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the NYSDOH, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (“Vendor Technology”). To the extent that any Vendor Technology is contained in any of the deliverables, the vendor hereby grants the NYSDOH a royalty-free, fully paid, worldwide, perpetual, non-exclusive and transferable license to use such Vendor Technology in connection with the deliverables and NYSIIS for the NYSDOH’s purposes and in accordance with and to comply with the applicable terms of the WIR license. The vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the NYSDOH to the vendor.

Additionally, if code that meets a NYSDOH requirement for the NYSIIS can be obtained from Wisconsin or another state that uses the WIR, then the vendor is required to acquire that code and related materials for the NYSDOH under licenses and terms acceptable to the NYSDOH from those other states to be implemented in NYSIIS. The effort to retrofit the code to the NYSIIS system is considered a maintenance support activity and not an enhancement.

C.9 New York State Acceptance of Work Products

The NYSDOH and/or its delegate will define detailed quality and acceptance criteria, as well as inspection and acceptance/rejection procedures that will be applied to each iteration and the final candidate for deliverables as mentioned below.

Note: The NYSDOH is unable to define these criteria in detail *prior* to vendor selection due to the variability in technical solution proposals. Once defined, the quality criteria and goals must be executed and proven by the selected vendor *before* delivery of any iteration or the final candidate to the NYSDOH for inspection.

The NYSDOH will define specific, measurable quality criteria for these general areas of inspection:

- Achievement of requirements
- System architecture
- System security
- System reliability
- System ease of use
- System performance
- Technical system and user documentation
- Entry and exit criteria for beta/user acceptance

The following sections provide more information regarding the NYSDOH’s expectations of quality. “Critical incident” as referenced in the following sections is defined, at a minimum, as any incident which causes the system to crash, become non-responsive, corrupt data, or prevent completion of a task that a system user should otherwise be able to complete.

C.9.1 Iterative and Final Candidate Validation

The NYSDOH will verify and validate every iterative deliverable from the selected vendor, as well as the final candidate deliverable from the selected vendor. The NYSDOH will verify and validate the achievement of requirements and/or tasks and associated quality goals. The NYSDOH retains the right to reject any iterative milestone and/or the final candidate as presented by the selected vendor. The specific procedures and durations of iterative and final candidate reviews will be determined at the start of the project or per iteration. The NYSDOH, with input from the selected vendor, will establish a reasonable timeframe for iterative milestones and final candidate inspection.

The NYSDOH will not be restricted from conducting ad-hoc testing—testing that is *not* included in the test plan, the goal for an iterative milestone or the final candidate. However, the results of such testing will *not* be used as the basis for rejecting an iterative deliverable, but *may* result in rejecting the final candidate *without payment penalty*.

C.9.2 Open Issues

The selected vendor is required to maintain an ongoing report of open issues that will be reviewed with the NYSDOH at appropriate times. The open issues report will serve as the focus for discussion of outstanding risk beyond achieved quality goals. The NYSDOH reserves the right to require further corrections based on the information presented in this report. These corrections may be without penalty to the selected vendor.

C.9.3 Achievement of Requirements

The “achievement of requirements” quality goal is: delivery to and acceptance by the NYSDOH of 100% of all requirements, as defined in this RFP and any additional requirements identified and mutually agreed upon during any analysis phase of the project.

C.9.4 System Security

The “system security” quality goal is: a positive security risk assessment by the NYSDOH with no outstanding critical incidents. Specific goals per iteration and final candidate may vary. Security assessment may generally follow this guidance: (1) Achievement of specific security test plans; (2) Independent assessment of system security by the CISO or designated staff; this assessment may include, but not be limited to, discussions highlighting weaknesses, unaddressed risks, or questionable areas of the solution in the context of exploit and security breach.

C.9.5 System Reliability

The “system reliability” quality goal is: 99.5% passing tests with no critical incidents outstanding. Specific goals per iteration may vary.

Note: A passing test is one that can be run in its entirety without error. A test that cannot be run because it or the feature it tests is not implemented or fully implemented will be counted as a failure.

The NYSDOH expects to follow these general rules within any given iteration:

Passing	Indication
< 80.0%	Not ready for NYSDOH acceptance.
> 80.0% < 99.5%	Ready for open issues review and discussion with the NYSDOH; review of critical issues with the NYSDOH. The NYSDOH may, at its discretion, not accept the iteration or final candidate.
> 99.5%	NYSDOH acceptance (excepting critical incidents).

C.9.6 System Ease of Use

The “system ease of use” quality goal is: correction of all reported ease of use issues and a positive ease of use defect discovery trend per ongoing inspection with no outstanding critical incidents.

C.9.7 System Performance

The “system performance” quality goal is: positive assessment proving demonstrated achievement of system performance goals and requirements. Per iteration goals may vary.

C.9.8 Technical Systems and User Documentation

The “technical systems and user documentation” quality goal is: positive assessment with no outstanding critical incidents. Specific goals per iteration may vary. The documentation assessment may generally follow this guidance: (1) Achievement of specific documentation test plans and (2) Independent review and assessment of documentation deliverables by NYSDOH staff or its designee; this assessment may include, but not be limited to, discussions highlighting strengths, weaknesses, missing or incomplete information, accuracy, adherence to style or other guidelines, and visual presentation.

C.9.9 Beta/User Acceptance Program Entry and Exit Criteria

Specific criteria to qualify for NYSDOH authorization to begin the beta/user acceptance program will be determined cooperatively during the project and will depend minimally on the following factors:

- reliability and stability of the system
- achievement of requirements necessary for meaningful user involvement
- availability of users for participation

Specific criteria to qualify for conclusion of the beta/user acceptance program will be determined cooperatively during the project and will depend minimally on the following factors:

- decreasing rates of user feedback
- decreasing issue discovery trend per ongoing user participation

D. PROPOSAL REQUIREMENTS

D.1 General Submission Requirements

A Technical and Cost Proposal must be submitted in response to this RFP. The requirements established by this RFP for proposal content and format will be used to evaluate proposals.

The Proposal, including all required copies, should meet the following general formatting guidelines:

- Use white, letter size paper (8.5 x 11 inches), single-sided
- All margins should be a minimum of one inch with double spaced text
- Font type for narrative information should be a minimum of 11 point
- Submitted in a three ring binder
- Use tab dividers for each section of the proposal
- Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in the Table of Contents
- Submit two (2) signed originals and six (6) signed bound copies

Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the RFP.

The Proposal should not exceed 30 single sided-pages, including executive summary, organizational background, experience, and implementation. In addition, proposals cannot have more than ten (10) appendices, which do not count towards total page limit. Evaluators will be instructed to cease reading beyond these limits. Tables and figures may be used to summarize information and to use space efficiently.

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

Bidders are responsible for carefully reading the RFP and responding to all requests for information. Proposals that fail to conform to the specified format, as well as those that do not

include all required information may, at the NYSDOH's sole discretion, be considered non-responsive. The NYSDOH reserves the right to reject such proposals.

Bidders should submit their proposals as outlined below. The Technical and Cost proposals should be packaged in separate sealed envelopes and clearly labeled. The Technical and Cost proposals should then be placed together in a third envelope, sealed and marked with the proper bidder name and address and clearly labeled, "Maintenance and Enhancement of the Web-Based New York State Immunization Information System RFP No. 1212030151. **No financial or cost information is allowed in the Technical Proposal.**

No proposals will be accepted via fax or email. It is the bidder's responsibility to ensure that proposals are received by the date and time as specified in Schedule of Key Events.

There will be no Bidders Conference. See Section E.2 for submission of questions.

Bidders are to presume that the contract will begin December 1, 2013 for the purposes of completing their proposals.

Bidders choosing not to bid are requested to fill out Attachment 5, No Bid Form and return it to the contact address listed above.

D.2 Proposal Format

D.2.1 Technical Proposal Requirements

NOTE: No financial bid or pricing information will be included in the Technical Proposal.

Responses must address all technical proposal requirements listed in this section. Additionally, it should demonstrate the bidder understands the scope and purpose of the various review activities and tasks required under the contract. The technical proposal should consist of a narrative description of how the bidders will manage all aspects described in Section C – Detailed Specifications. Bidders may provide additional information or recommendations relevant for consideration in the NYSDOH's determination of award of the contract.

The technical proposal should be submitted in a separate envelope from the cost proposal and clearly marked in bold **"Technical Proposal: Maintenance and Enhancement of the Web-Based New York State Immunization Information System RFP No. 1212030151."**

The Technical Proposal must include the following:

- Section A: Transmittal Form
- Section B: Table of Contents
- Section C: Executive Summary
- Section D: Organization Background, Experience and Capacity
- Section E: Staffing Requirements and Qualifications
- Section F: Technical Approach
- Section G: Evidence of Organization Financial Capacity

Section A: Transmittal Form (Attachment 7)

The bidder's technical proposal must include a Transmittal Form, signed by an official authorized to bind the bidder to the provisions contained therein. The Transmittal Form will be evaluated as part of the initial screening and compliance review. Failure to comply may result in disqualification of the bidder's proposal. The Transmittal Form should include:

- The bidder's complete name and address
- The legal structure of the entity submitting the offer
- The Federal Employer Identification Number (FEIN)
- New York State Vendor ID number, if known
- Charities Registration Number, if a non-profit entity
- The name, mailing address, email address, fax number and telephone number for both the authorized signatory and the person the NYSDOH should contact regarding the proposal

The Transmittal Form should also include the following bidder attestations:

1. The bidder attests to having three years of experience modifying the Wisconsin Immunization Registry to meet other state IIS requirements or five years general IIS experience.
2. The bidder accepts the contract terms and conditions contained in this RFP, including any exhibits and attachments, and has received and acknowledged all NYSDOH amendments to the RFP, as may be amended.
3. The bidder, if requested by the NYSDOH, will present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the NYSDOH.
4. The bidder does not qualify its proposal or include any exceptions from the RFP and acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the NYSDOH.
5. The proposal of the bidder, including all pricing, will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals.
6. The bidder either:
 - a. Includes a disclosure of any potential conflict of interest, including but not limited to, all business, financial, or beneficial relationships or interests in any local departments of social services offices, and/or all business, financial, beneficial and/or ownership interests in any managed care plan and/or health insurance program operating in New York State. In cases where such a relationship(s) and/or interest(s) exist, the bidder should (i) describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to an award under this RFP will be avoided, and (ii) state that the bidder guarantees knowledge and full compliance with the New York State Public Officers' Law, as amended, including but not limited, to Sections 73 and 74, with regard to ethical standards applicable to State employees; or
 - b. States there is no conflict(s) of interest.
7. The bidder does/does not propose to utilize the services of a subcontractor(s). If the proposal includes the services of a subcontractor(s), the bidder should include in an attachment to the Transmittal Form, a summary for each subcontractor, including:
 - a. Complete name of the subcontractor;

- b. Complete address of the subcontractor;
- c. A general description of the type and scope of work the subcontractor will be performing;
- d. A statement confirming that the subcontractor is prepared, if requested by the NYSDOH, to present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the NYSDOH;
- e. Written confirmation that the subcontractor agrees to comply with all commitments agreed to by the bidder in performing the contracted work as well as agreement with the project and the costs and a commitment to perform work indicated in the time period specified; and
- f. The subcontractor's assertion that it does not discriminate in its employment practices with regards to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or handicap.

The Transmittal Form should be signed by an individual authorized to bind the bidder in a contract with New York State.

Evidence of failure to comply with these attestations may result in disqualification from the procurement process or withdrawal of any proposed contract award.

Section B: Table of Contents

The Table of Contents should contain beginning page numbers for each section and subsection of the proposal.

Section C: Executive Summary

The Executive Summary should be concise and highlight the contents of the bidder's technical proposal in such a way to provide the NYSDOH with a broad understanding of the entire technical proposal. In addition, the Executive Summary should contain a brief synopsis of the bidder's understanding of the various components of the RFP and include a clear and condensed summary of the proposed approach to the project specifications and staffing structure as well as experience in the conduct of relevant projects including the use of subcontractor(s), if applicable.

The Executive Summary should not exceed three (3) typewritten pages, single spaced, font type should be Times New Romans and a minimum of 11 point.

Section D: Organization Background, Experience and Capacity

The bidder must describe in detail their organizational structure, business mission, headquarters, and branch office locations, parent and subsidiary organizations, and the relationships between bidder's organization and any parent or subsidiary. The bidder must include the number of years the organization has been in business, and a description of the organization's ability to meet the performance requirements, specifically the technologies, the special techniques, skills or abilities of the organization. A plan of the personnel necessary to accomplish the contract requirements should be provided with a discussion of the duties, responsibilities, relevant credentials, and

expertise. The Project Manager must be identified in this section and possess sufficient current knowledge of the requirements of this RFP, while maintaining a level of performance consistent with the highest professional standards.

Bidders should provide evidence that the bidding entity has the organizational experience and capacity to provide the services requested in the RFP by submitting relevant information regarding past projects. Project descriptions should include the client name, description of services provided and a description of the project components that are similar to the services outlined in the RFP.

If applicable, the bidder should identify all subcontractors that it intends to use in fulfilling the requirements of this RFP and the relevant experience of each. The subcontractor(s) role should be clearly defined and described. The bidder should submit a letter from each planned major subcontractor stating their commitment to participate in the project described in this RFP, and their understanding of what their responsibilities will be in relation to this project.

Proposals should include **three** business references; at least two must be current clients running a comparable IIS or that demonstrates an understanding of the WIR system. These references should describe the bidder's experience in the past five years in the areas for which services are being offered. Each reference should include the name, address and phone number of the client organization, a brief description of the services performed, and the name of the responsible Project Manager at the client organization (See Attachment 8). If subcontractors or similar entities are included, the bidder's experience in working with such entities on similar projects should be described. Similar references should be provided for any proposed subcontractors.

Section E: Staffing Requirements and Qualifications

For all activities and tasks to be undertaken by the vendor in fulfilling the requirements of this RFP, bidders must:

- Submit information demonstrating organizational, corporate and staff qualifications to provide services as defined by the RFP;
- Ensure that sufficient staffing levels are maintained to appropriately perform the activities and tasks described in this RFP;
- Include job descriptions and qualifications for each staff position proposed in the bid and submit resumes for all known staff;
- Include a Project Manager who has Project Management Institute certification as a Project Management Professional;
- Include a description of the proposed staff's knowledge of immunization information systems as outlined in this RFP; and
- Describe the ability to recruit qualified staff for each of the positions proposed in the bid, how the bidder will assure availability of these staffs at the time of award, and how they promote staff retention.

Section F: Technical Approach to Meeting Deliverables

For all activities and tasks to be undertaken by the vendor in fulfilling the requirements of this RFP, bidders must:

- Describe a detailed approach and understanding of the deliverables as outlined in the RFP;
- Indicate how its technical approach will be applied to accomplish the requirements;
- Describe the specific techniques and steps that will be applied while accomplishing all tasks of this project;
- Outline the proposed methodology for guiding performance of the technical requirements identified in the RFP; and
- Present a logical sequence of tasks that will be performed to accomplish RFP deliverables (Recommended including a Work Plan using MS Project.)

Proposals should cover all areas of the **Detailed Specifications (C.2 – C.7)** outlined in this RFP, including document deliverables.

Section G: Evidence of Financial Capacity

Bidders must be able to provide evidence of their financial ability to perform the terms and conditions of the contract. Each bidder must include independently audited financial statements (not annual reports) for the last three years of operations. If a bidder is not required to have audits performed, a statement to the effect must be included with the cost proposal. If a bidder is not required to have independent audits performed, other evidence of financial ability to perform this project must be included. In that case, Dunn and Bradstreet Business Information Reports, or its equivalent, for the last three years should be submitted. If audited financial statements are prepared, they must be included, even if proprietary in nature. If they are proprietary, please so indicate in your bid. In addition, information as described above must be submitted for major subcontractors. If the bidder proposes to subcontract any portion of the work required under the contract and the subcontractor will be paid more than 25% of the bid price, the bidders must include the same financial information for each proposed subcontractor as is required in this section for the bidders. Include the percentage of the total contract that will be performed by each proposed subcontractor.

D.2.2 Cost Proposal Requirements

The bidder should submit a Cost Proposal separate from the Technical Proposal. The Cost Proposal should be submitted in a sealed package, clearly labeled “Cost Proposal: Maintenance and Enhancement of the Web-Based New York State Immunization Information System RFP No. 1212030151.”

The NYSDOH seeks a cost-effective bid. Bid price must reflect all costs, including those associated with personnel, travel, materials and services, and miscellaneous expenses. For purposes of this RFP, costs should be separately determined for each of the deliverables listed in Section C, Detailed Specifications. This includes the hourly staff change request effort and

system evolution effort. Personnel, materials and service costs related to each deliverable should be included in the costs. No cost information should be submitted in the technical proposal.

Actual reimbursement will be based on a fixed price per deliverable, based on the bidder's bid price per deliverable. Change Request effort and System Evolution effort will be based on a fixed price per hour of effort. NYSDOH reserves the right to adjust the mix and duration of the type of staff secured during this project dependent upon the needs of the project throughout the project lifecycle and the life of the contract, provided that the allocated budget is not exceeded. The actual number of hours required per Position Title and which Titles will be needed will be determined throughout the life of the project, dependent on the work being prioritized by NYSDOH.

The NYSDOH reserves the right to request a best and final offer. In order to maintain the competitive nature of this solicitation NYSDOH will not release the dollar amount of the funding available.

A complete cost proposal consists of the following components:

- Bid Form (Attachment 4)
- Cost Sheet (Attachment 6)
- Lobbying Form (Attachment 9)
- Vendor Responsibility Attestation (Attachment 10)
- M/WBE Utilization Plan (See Attachment 11)

Cost Proposals should be accurate, clear and concise. The NYSDOH reserves the right to reject any bid with discrepancies or inaccuracies in the Cost Proposal.

Bid Form (Attachment 4)

A completed Bid Form (Attachment 4) must be submitted in response to this RFP. Compliance with provisions of this form will be evaluated as part of the compliance evaluation screening process explained in Section D.1 of this RFP. Failure to comply may result in disqualification of the bidder.

Cost Sheet (Attachment 6)

All costs associated with the requirements and deliverables specified in the RFP must be included in the total price per deliverable and in the total price bid in the proposal. Costs associated with the deliverables may be, but are not limited to, staff salaries, travel, and other administrative costs. Five deliverable categories have been established to include the deliverables and activities described in Sections C. Cost per deliverable should be detailed for each year of the contract.

The cost for each year should then be added to determine the deliverable base bid cost plus change order effort and system enhancement cost totals for five (5) years. Hourly rates for years 4 and 5 of the contract will be subject to an annual price increase of the lesser of three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 2012 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding

twelve month period.

Lobbying Form (Attachment 9)

The Lobbying Form (See Attachment 8) should be completed and included in the Cost Proposal. The Lobbying Form should list the responsible corporate officer for contract negotiation and be signed by the responsible corporate officer.

Vendor Responsibility Attestation (Attachment 10)

The vendor Responsibility Attestation (Attachment 10) should be completed and included in the Cost Proposal. Refer to Section E.9 for detailed information. Submission of this document will be evaluated as part of the initial screening of proposals; failure to comply may result in disqualification of the bidder from consideration for award.

Minority/Women Business Enterprises (M/WBE) (Attachment 11)

The Cost Proposal should include the M/WBE utilization Plan Form or evidence of certified M/WBE status (Attachment 11).

M/WBE requirements are outlined in Section E.16 of this RFP. Submission of this document will be evaluated during the initial screening of proposals. Failure to comply may result in disqualification of the vendor from consideration for award.

D.3 Method of Award

The NYSDOH will establish separate technical and cost evaluation teams and will conduct a comprehensive and impartial review of all proposals submitted in response to this RFP. It is expected that the evaluation teams will be comprised of NYSDOH staff or other staff who work in conjunction with the NYSDOH. Evaluation teams will evaluate technical and cost proposals and all documentation submitted by bidders. The technical and cost proposals will be evaluated separately. At any time during the evaluation, the NYSDOH may request clarification from a bidder regarding any part of their proposal.

At the discretion of the NYSDOH, all bids may be rejected.

The results from the technical and cost evaluations will be weighted and combined for purposes of awarding contracts. The weighting will be as follows: 70% of the total points allowed for the technical proposal, and 30% of the total points allowed for the cost proposal. Responses to each section of this RFP comprise a proposal. The clarity, specificity and completeness of the response will determine how well a proposal scores. The specific evaluation process will include:

- Initial Screening for Compliance
- Comprehensive Technical Proposal Evaluation
- Cost Proposal Evaluation
- Final Selection and Award

Initial Screening for Compliance

All responses to the RFP will be subject to a compliance evaluation. Responses must pass the compliance evaluation in order to be eligible for further review. Proposals that fail the compliance evaluation will be eliminated from the competitive award process. The compliance evaluation will have a pass/fail screening including the following minimum requirements:

- Submission of the Technical and Cost Proposals by the required deadline
- The Cost Proposal is submitted in a separate envelope from the Technical Proposal
- The Bid Form (Attachment 4) contains pricing for all bid requirements and does not contain extraneous conditions or prices.

In addition the NYSDOH will check for submission of following documents:

- Signed Transmittal Form (Attachment 7), including required attestations;
- A complete Bid Form (Attachment 4);
- A complete Lobbying Form (Attachment 9);
- A complete Vendor Responsibility Attestation (Attachment 10); and
- A complete M/WBE Utilization Plan or evidence of certified M/WBE status (Attachment 11)

Proposals found to be incomplete or non-responsive may be disqualified. Only those proposals meeting the minimum requirements will qualify for the comprehensive technical and cost evaluations. The NYSDOH reserves the right to waive minor irregularities at its discretion or request clarification.

Comprehensive Technical Proposal Evaluation – 70% of the Total Points

The NYSDOH will conduct a comprehensive technical evaluation of the proposals that meet the provisions of the initial screening for compliance. The NYSDOH will examine whether all critical elements described in the RFP have been addressed, the quality of meeting the requirements in each proposed area, the capabilities of the bidder and any other aspect determined relevant by the NYSDOH.

A Technical Evaluation Committee will separately evaluate and score each bidder's proposal narrative(s). Up to 70 points will be awarded for the evaluation of the bidder's proposal narrative. The highest scoring bidder will receive the full points available. The evaluation of the bidder's technical approach will be based on the responses provided in the proposal and responses to any clarifying questions. Information from the cost proposal or the evaluation of the cost proposal will not be available to the Technical Evaluation Committee during their evaluation.

Detailed evaluation criteria will not be disclosed to bidders.

Up to 5 points may be deducted from the technical score if the proposal does not conform to the prescribed format described in Section D of the RFP. The technical scores will be averaged across three Evaluators and total points determined for the technical volume by converting the average weighted score to a number of points out of a total available of 70. The highest scoring technical proposal will receive a maximum of 70 points. Other Bidders will receive a proportionate score based on the following formula:

$t = (a/b) \times 70$ where
a = technical score for the proposal being scored;
b = technical score of the highest scoring proposal;
t = normalized technical proposal score for bidders being scored;
70 = the total technical points available.

Cost Proposal Evaluation – 30% of the Total Points

The NYSDOH will evaluate cost proposals for all bidders that meet the minimum requirements of the compliance evaluation. The evaluation team for the cost proposal evaluation will be comprised of different individuals than the technical proposal evaluation team. The bidder with the lowest total bid will receive a score of 30 points. Other bidders will receive a proportional score using the following formula:

$c = (d/e) \times 30$ where
d = lowest total cost;
e = total cost for bidder being scored;
c = normalized cost score for bidder being scored; and
30 = total cost points available

Resolving Issues

If two or more evaluators are substantially far apart (15 points or more after initial normalization) on how they rated the technical proposal of a bidder's proposal, a team discussion will be facilitated to resolve any misunderstanding about the goals of individual RFP requirements. The goal of the discussion will be to clarify any misunderstanding that might have existed. Evaluators will be given the opportunity to re-score any proposals they deem necessary.

As part of the selection process, NYSDOH reserves the right to contact responding parties to this RFP for additional information to clarify proposal content.

Reference/Work Experience Validation

For the highest combined scoring (technical and financial) proposal, NYSDOH will perform reference checks on all proposed consultants and review submitted resumes. The reference checks will be used to verify the experience and qualifications detailed in the bid. References will be conducted by phone. In the event that the bidder's work experience cannot be verified by the references provided, NYSDOH will contact the bidder for clarifications.

Final Selection and Contract Award

To arrive at the total combined score, NYSDOH will combine the bidder's technical score and cost score. The maximum score a bidder can receive is 100 points. At the conclusion of the evaluation of the technical and cost proposals, and the validation of work experience, NYSDOH will identify the bidder that reflects the "best value". Best value is defined as the basis for awarding contracts for services to the bidder, which optimizes quality, cost and efficiency among responsive and responsible offers.

In the event of a tie, the determining factor(s) for award, in the following order of importance, will be:

1. Lowest cost;
2. Minority/Women-owned Business Enterprise (M/WBE) utilization;
3. Past experience
4. References

Best and Final Offer (BAFO)

The NYSDOH reserves the right to request a best and final offer.

In order to maintain the competitive nature of this solicitation NYSDOH will not release the dollar amount of the funding available.

Notification of Award

After evaluation and selection of the successful bidder, all bidders will be notified in writing of the selection or non-selection of their proposals. A proposed award notification letter will be sent to the selected bidder indicating a conditional award subject to approval by the New York State Attorney General, the New York State Office of the State Comptroller and funding availability. The name of the successful bidder will be disclosed. Press releases pertaining to this project shall not be made without prior written approval by the NYSDOH and then only in conjunction with the issuing office.

E. ADMINISTRATIVE

E.1 Issuing Agency

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

E.2 Inquiries

Any questions concerning this solicitation must be directed to:

Dina Hoefer, Ph.D.
New York State Department of Health
Bureau of Immunization
Corning Tower, Room 678
Empire State Plaza
Albany, NY 12237-0627
nysiis@health.state.ny.us
Subject: Questions NYSIIS RFP

All questions must be submitted in writing by the date specified on the Schedule of Key Events.

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the NYSDOH's website at <http://www.health.ny.gov/funding/> by the date indicated on the Schedule

of Key Events. Bidders wishing to receive these documents via mail must send a request, in writing, to the NYSDOH at the address above.

E.3 Submission of Proposals

Interested vendors should submit **two** signed originals and **six** signed copies of their Bid Proposal not later than the date and time listed within the Schedule of Key Events found on the first page of this RFP.

Responses to this solicitation should be clearly marked, "Maintenance and Enhancement of the Web-Based New York State Immunization Information System FAU 1212030151" and directed to:

New York State Department of Health
Bureau of Immunization
ESP, Corning Tower Room 678
Albany, NY 12237-0627

Attention: Dina Hoefer, Ph.D.

It is the bidders' responsibility to see that bids are delivered to Room 678 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the NYSDOH's mail room in time for transmission to Room 678 will not be considered.

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

E.4 Reserved Rights

The Department of Health Reserves the Right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. 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 RFP;
7. Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;

8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the NYSDOH;
13. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
16. Require clarification at any 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 offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

E.5 Payment & Reporting

If awarded a contract, the CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency, and the State Comptroller, to the STATE's designated payment office in order to receive payment at one of the following addresses:

1. Preferred Method: Email a .pdf copy of the signed voucher to the BSC at:
DOHaccounts payable@ogs.ny.gov with a subject field as follows:
Subject: **Unit ID: 3450249 - Contract #C-XXXXXX**

(Note: **do not** send a paper copy in addition to your emailed voucher.)

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:
NYS Department of Health
Unit ID 3450249
PO Box 2093
Albany, NY 12220-0093

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, at the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 518-457-7717 or 1-855-233-8363. The CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment

procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller Bureau of
Accounting Operations Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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

In order to obtain payment for services rendered under the Contract, the CONTRACTOR will be required to submit monthly vouchers to the STATE's designated payment office and a submit a weekly report of activities being conducted in accordance with the work plan to the following address:

New York State Department of Health
Bureau of Immunization
Corning Tower, Room 678
Empire State Plaza
Albany, NY 12237-0627
Telephone: 518-473-2839
nysiis@health.state.ny.us

The CONTRACTOR will also be required to participate in periodic conference calls and/or meetings with NYSIIS staff as outlined in Section C.

The CONTRACTOR shall be paid monthly to provide **deliverable based** NYSIIS general maintenance and support, blood lead support, NYSIIS transitional and operational responsibility and NYSIIS Change Management. This monthly payment will be based on the single, current contract year total for deliverable based service (not including hourly based service), minus the cost of one-time deliverables which occur in the current contract year (years 1 & 5), divided by twelve (12). The one-time deliverables which will be paid upon completion, occur in contract years one (1) and five (5) respectively and include:

Year 1

- Phase I (Section C.6.1: Assessment of Current Environment)
- Phase II (Section C.6.2: Systems Support Transition)
- Phase III (Section C.6.3: Full System Support)

Year 5

- Phase IV (Section C.6.4: Transition of Ownership)

The CONTRACTOR will also provide an estimate for **hourly based** services (Change Requests and System Enhancements), stating the total number of hours for the project and further broken down by the number of hours allocated to the specific Position Titles to be utilized for all change requests and subsequent system enhancements. The estimate must use the hourly rates for the specific titles as quoted in the Cost Sheet Bid Form (Attachment 6). The CONTRACTOR will be paid the estimate amount upon the NYSDOH's acceptance and approval of all change requests and subsequent system enhancements.

E.6 Term of Contract

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

The anticipated contract term is December 1, 2013 through November 31, 2018.

The NYSIIS Program shall at all times maintain control and direction over the work being performed under this agreement. The NYSIIS Program reserves the right to adjust specific tasks within the work plan to be performed by the contractor.

If full funding does not become available, is reduced, or the NYSIIS Program determines that it does not need all of the services described in an approved work plan, the NYSIIS Program reserves the right to request an amended work plan from the contractor for reduced services.

This agreement may be canceled at any time by the NYSDOH 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.

E.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 ten (10) business days from date of award or non-award announcement.

E.8 Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC).

These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

E.9 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 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 ciohelpdesk@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 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).

E.10 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 the State Consultant Services Forms A and B are attached (see Attachments 15 and 16 respectively).

E.11 Lobbying Statute

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

- 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.
- 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.
- 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.

- 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.
- 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.
- requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment.
- expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts.
- modifies the governance of the New York State Commission on Public Integrity
- provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered.
- increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000.
- establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (1) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (2) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

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

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

E.12 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.

E.13 Information Security Breach and Notification Act

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

Information relative to the law and the notification process is available at:

<http://www.cscic.state.ny.us/security/securitybreach/>

E.14 New York State Tax Law Section 5-A

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

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a

contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

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

See Attachments 13 and 14 for the ST-220-TD and ST 220-CA Forms.

E.15 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.

E.16 Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Department of Health contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that New York State Department of Health establish goals for maximum feasible participation of New

York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>. For guidance on how New York State Department of Health will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and New York State Department of Health may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #1 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to New York State Department of Health.
- B. New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of New York State Department of Health acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the [AGENCY NAME, address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by New York State Department of Health to be inadequate, New York State Department of Health shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a

partial or total waiver of MWBE participation goals on Form #2. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- D. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:
- a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If New York State Department of Health determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to New York State Department of Health, but must be made prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 to the New York State Department of Health address, phone and fax information, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the New York State Department of Health, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of

race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

E.17 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Department of Health receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department of Health will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department of Health shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department of Health reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

F. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposal, excluding Attachment 12: “Sample Standard NYS Contract language and Appendices” will itself be referenced as an appendix of the contract.

APPENDIX A – Standard Clauses for All New York State Contracts

APPENDIX B – Request for Proposal

APPENDIX C – Proposal

The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements

APPENDIX D – General Specifications

APPENDIX E – Proof of Coverage

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 M – Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures

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. NYSIIS Enhancements
2. NYSIIS Architecture
3. WIR LLA
4. Bid Form
5. No Bid Form
6. Cost Sheet
7. Transmittal Form
8. Business References
9. Lobbying Form
10. Vendor Responsibility Attestation
11. M/WBE Procurement Forms
12. Sample Standard NYS Contract Language with Appendices
13. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD

14. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
15. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
16. State Consultant Services Form B, Contractor's Annual Employment Report

Attachment 1

NYSIIS Enhancement Description List

- Add unknown female adoption (UFA) to the False Name List
- Change trade name for the hepatitis B immune globulin (HBIG) to HBIG
- Add a field for a second telephone number and email address to the address information section in Manage patients
- Add smallpox vaccine (ACAM2000) to the vaccine schedule
- Include additional options in the inventory module to more accurately describe vaccine doses wasted, e.g., syringe dose not given (partial dose) and broken vaccine vial
- Increase the font size for lot numbers, particularly on the Vaccine Administration record and throughout the inventory module, in addition the field size should be large enough so lot numbers are not truncated in drop down lists.
- Create a Body Mass Index (BMI) module for recording patient height and weight which can generate graphs of BMI and weight status. Pre-populate BMI information into the Health Appraisal.
- Allow users to create a template ad hoc report using the specific report criteria that could be saved for future use.
- Add rash to patient comments drop down
- Allow the Vaccine Transaction Summary report to be saved as an Excel spreadsheet
- Create a message on the Ad Hoc List report that additional values, other than date, may be entered into the date field box as criteria for filtering the report e.g., lot number
- Revise the reminder/recall standard letter
- Add a cancel button to the duplicate patient screen to return to the original patient selected
- Add a check box to the address information section for responsible person to indicate that the address is the same as patient address
- On the Show Inventory screen, add the ability to view the public/private vaccine lots just like you can select to view the active/nonactive and expired/nonexpired lots
- Create an inventory report that separates vaccines by funding type, so providers can see how many doses they have remaining in their active inventory. Add the ability to export the report from NYSIIS to spreadsheet
- Create a distinct font for public vaccine lot numbers in the Inventory screens and drop down menu when recording a shot to distinguish from private vaccine lot numbers
- Add an administration date column to the Inventory Show transaction report
- Revise the query/setup page so the main organization's name defaults on the doses administered report if that organization has no sites; otherwise, default to "blank"
- Create an Inventory Report that calculates the doses that remain for a vaccine group
- Revise the Doses Administered Report to allow sorting/filtering by funding type (Public OR Private)

Attachment 1

NYSIIS Enhancement Description List

- Add "UNKNOWN" as a value for the country of birth field's drop down list in Personal Information section
- Add Patient Birth State to demographic page
- Add ordering authority, funding type, historical indicator, lead and email address fields to “items to display” and “filter by” sections of the ad hoc reports
- Update the ad hoc list report to add “filter by” Mother's Maiden Name and add a comparison value of “Is Null”
- Update Manage Patient link to include "Search"
- Limit the number of overrides per page - this will speed up the page loading
- Sort the overrides to display the most recent first
- Add functionality to show inventory in stock for a specific date or date range
- Indicate on the data exchange page when a provider is in test mode and that the data they submit will not be saved in NYSIIS
- Revise organization type categories, for example:
 - o Split private practice organization type into: Pediatric Practice (Solo or Group) Family Practice (Solo or Group) Adult Practice (Solo or Group)
 - o Add Occupational Health
 - o Add other Immunization Information Systems (PA, NJ) for bidirectional data exchange
- Add reports from the Comprehensive Clinical Assessment Survey Application (CoCASA) to NYSIIS
- Add the invalid and missing immunization report from CoCASA to NYSIIS
- Allow text to wrap on edit/add user page
- Remove last sentence in the “help light bulb” for latest date and move to table below displaying and explaining colors
- Allow the provider county field to automatically populate once a zip code is entered on the "edit org" screen
- Update vital records exchange to include Medicaid ID, father's address, and baby's race/ethnicity
- Enable users to update/delete unwanted/incorrect fields in NYSIIS (e.g., incorrect Hepatitis B Vaccine birthdose)
- Allow organizations to include children with no immunizations in CoCASA extracts
- Create an association in NYSIIS so Measles immunization alone and Measles, Mumps and Rubella (MMR) are recognized as each containing measles vaccine
- Populate health plan name field in NYSIIS with data from incoming query files for each record if blank or unknown
- Create a patient specific school entry requirements report. The report will access the immunization history in NYSIIS and compare against the current school rules
- Include lot number and manufacturer to outbound data exchange files (org extract and updates and queries)
- Update default values for state and county codes incoming from vital records for foreign births to “out of state” for county codes and “out of country” to state codes
- Remove Related Links and Forms tabs from the portal page

Attachment 1

NYSIIS Enhancement Description List

- Add a field for "date vaccine entered" in the inventory model
- Shorten expired table in inventory module
- Give NYSDOH ability to delete patients and give NYSDOH ability to delete/merge organizations
- Add a default start date to patient comments
- Create a visual difference between the three NYSIIS environments (training, quality assurance and production), e.g., different color backgrounds or watermark, to remind users what environment they are in
- Create a data export for colleges (similar to the Health Maintenance Organization (HMO) export
- Make "active in organization and residing in XXX county" an option for providers running organization level reports
- Add the "adolescent/adult benchmark reports" to NYSIIS
- Modify the age range in the Assessment report to allow patients greater than 6 years of age
- Make the NYSIIS User Agreement an electronic document that providers must "sign" before accessing NYSIIS
- Default VFC eligibility to "public" for incoming immunizations through data exchange
- Indicate that owned/historical immunizations as "from NYSIIS" in the organizational extract (Immunization source RXA9)
- Update HMO extract to populate CPT code on the outbound file for health level 7 (HL 7)
- Create the capability for NYSIIS to query other state IIS
- Analysis of state level reports, (limitations include bidirectional organization extracts contain NYS code only
- Turn off user identification (ID) from training after 90 days
- Display influenza vaccine by trade name on the VFC report
- Create a function to link all records from children living in the same household ("householding")
- Add "other" as a trade name for older vaccines
- Create a Reminder Recall template for benchmark vaccination data
- Add a save button to the bottom of the add immunization screen
- Create a warning message that alerts users that the patient that they are attempting to override is not active in their organization
- Push immunization history into Communicable Disease Electronic Surveillance System (CDESS)
- Add immune globulin dose size to inventory
- Update response file errors to be consistent with the NYSIIS IG and the CDC IG standards
- Add VFC Eligibility to Reminder/Recall report
- Update HMO query to return with patient ID

ATTACHMENT 2. NYSIIS Architecture

Figure 1. NYSIIS Production Environment

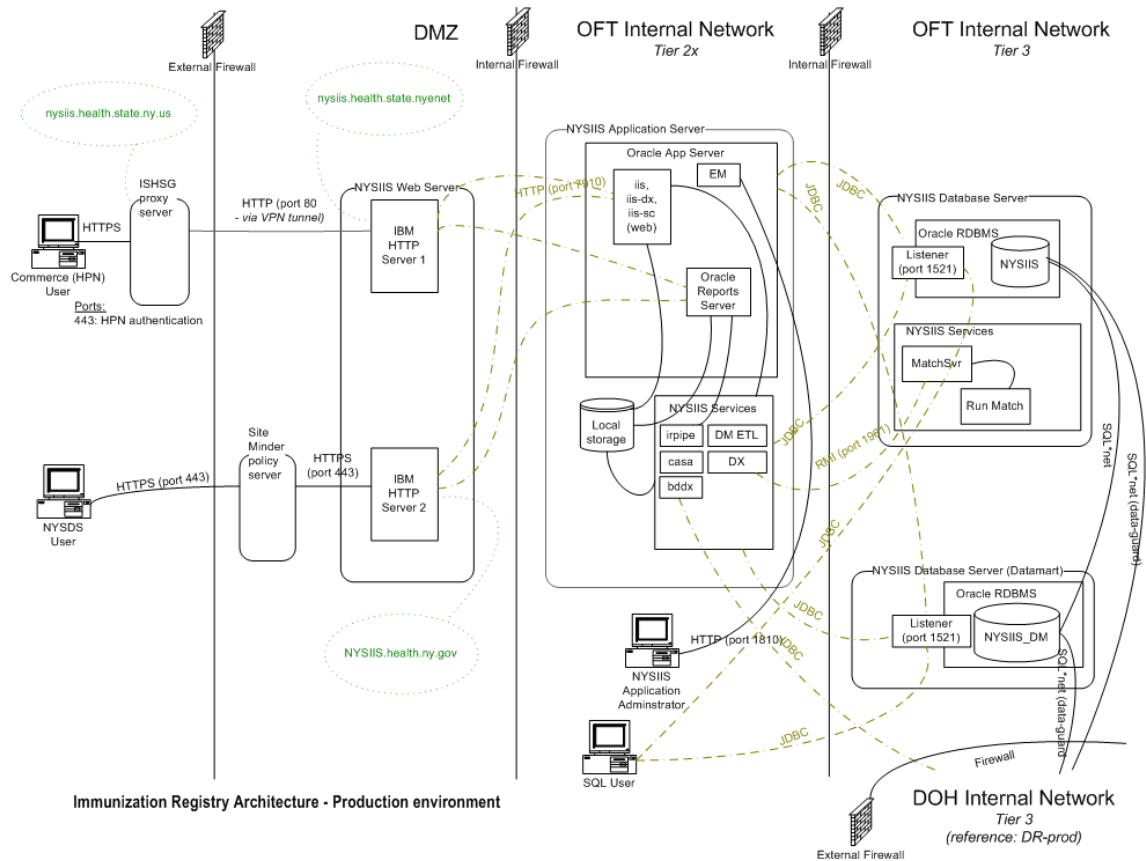


Figure 2. NYSIIS QA/Training Environment

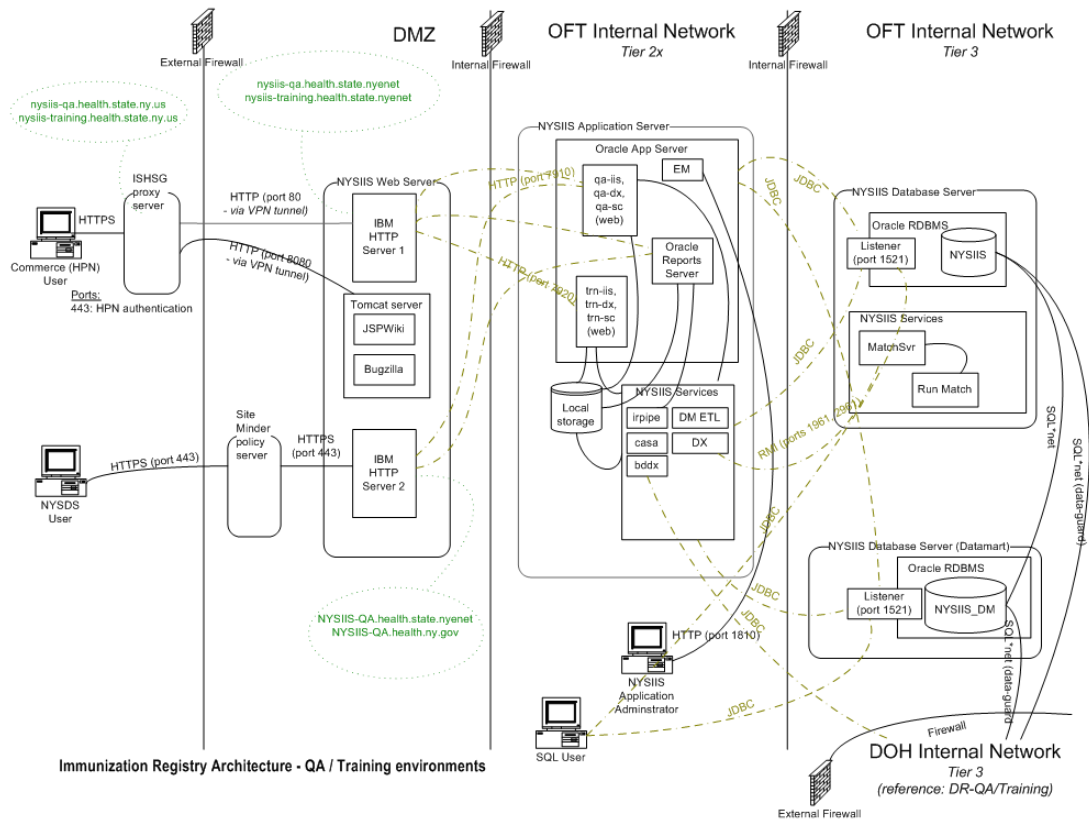


Figure 3. NYSIIS Disaster Recovery Production Environment

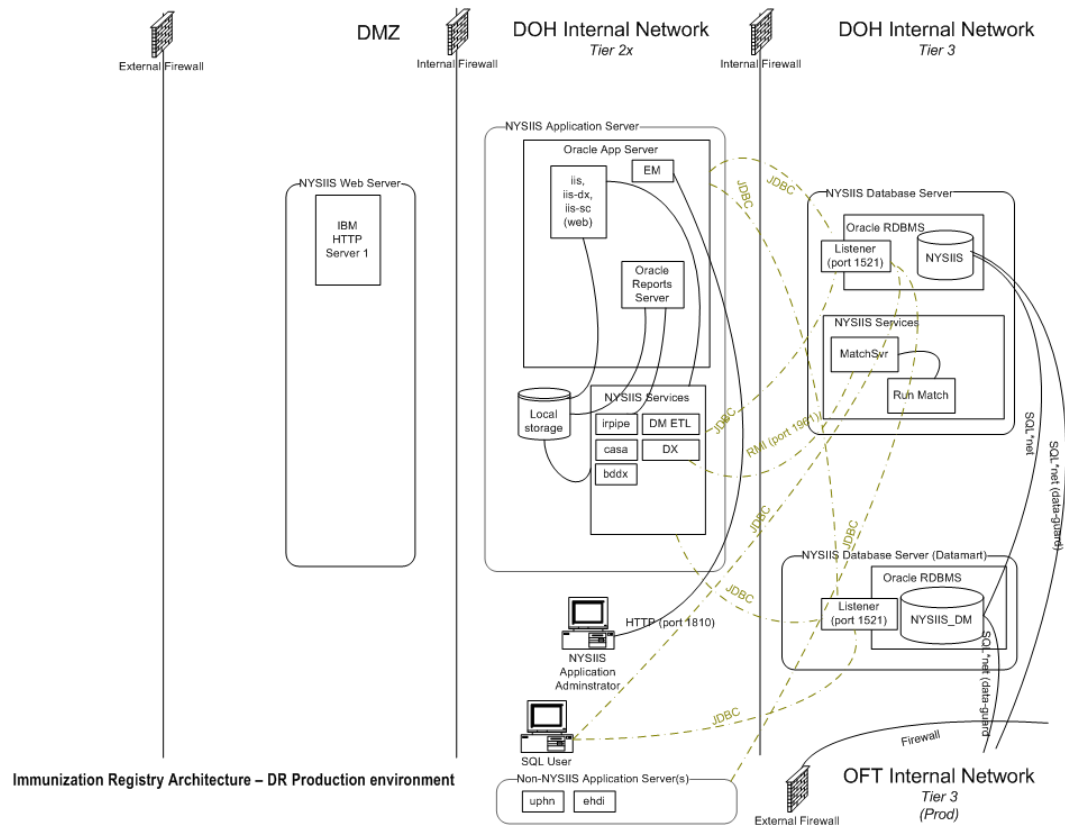
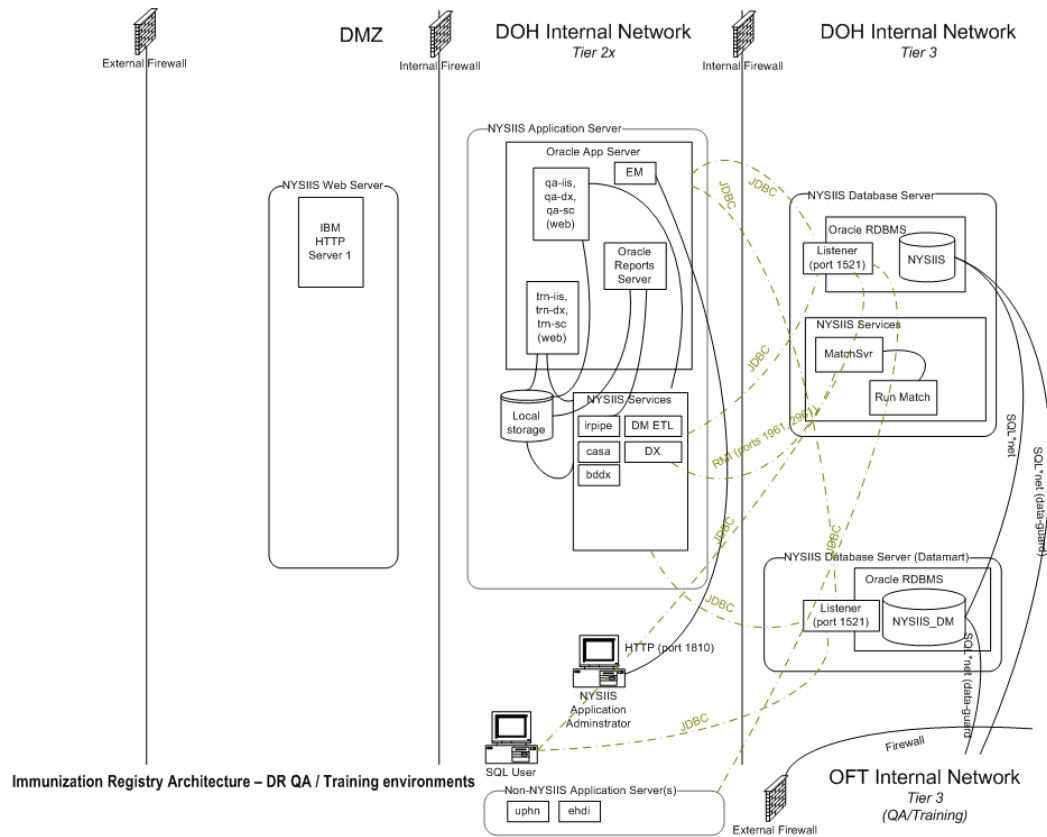


Figure 4. NYSIIS Disaster Recovery QA/Training Environment



Attachment 3

Wisconsin Immunization Registry (WIR)

LIMITED LICENSE AGREEMENT

This limited license ("License") is hereby granted by the State of Wisconsin, Department of Health and Family Services, Division of Public Health, Immunization Program ("Licensor") to the New York State Department of Health and Human Services ("Licensee").

WHEREAS, Licensor operates and owns the Wisconsin Immunization Registry ("WIR") computer program; and,

WHEREAS, through this License, Licensor is authorized to allow Licensee access to a copy of the WIR software to modify for support of the New York State Immunization program; and,

WHEREAS, Licensee desires to obtain access to a copy of the WIR software subject to the terms of this limited License:

NOW THEREFORE, Licensee agrees as follows:

1. Definitions

- 1.1 "Documentation" means the user, system and installation documentation for the Software.
- 1.2 "License" means the license granted by Licensor to Licensee to use the Licensed Material in accordance with the terms and conditions of this agreement.
- 1.3 "Licensed Materials" means the Software, Documentation and related information, collectively, that comprises the WIR.
- 1.4 "Software" means the WIR computer program in source and object code form delivered to Licensee.

2. License

- 2.1 Licensor grants Licensee a perpetual, royalty-free, limited, non-exclusive, non-transferable, non-assignable License to use, modify and create derivative works from the current version of the Licensed Materials, subject to the restrictions of this Agreement. The License commences on the date of delivery of the Licensed Materials by the Licensor to the Licensee.
- 2.2 The License granted herein includes the right to copy the Licensed Materials in whole or in part as necessary for Licensee's use to support its immunization program.
- 2.3 The Licensed Materials may only be deployed on equipment used by Licensee to support its immunization program.

3. Proprietary Rights

- 3.1 Licensee acknowledges and agrees that the intellectual property rights in the Licensed Materials are and shall remain the property of Licensor, and nothing in this agreement should be construed as transferring any aspects of such rights to Licensee or any third party.
- 3.2 Licensee agrees to credit and acknowledge Licensor for the design and development of the **WIR** and the issuance of this License to Licensee. Accreditation of Licensor will be contained in all publications pertaining to Licensee's use of the Licensed Materials.

- 3.3 Except as provided herein, the Software will be and remain the sole property of Licensor, and Licensee shall have no rights or interest therein, except as described in this Agreement.
- 3.4 Modifications made to, and derivative works created from, the Software by the Licensee or its authorized contractor or designated entity shall be the exclusive property of the Licensee, and the Licensor shall have no right, title, claim or interest whatsoever in such modifications and derivative works.
- 3.5 Licensor acknowledges that Licensee intends to apply for federal funds in connection with modifications to the Software, and that one condition of the funding may be to grant the United States a license to the modifications.

4. Restrictions

- 4.1 Licensee specifically agrees to take all reasonable steps to prevent access to, use of, copying of, or disclosure of the Licensed Materials beyond the level of access and use which is strictly necessary for the purposes allowed in this License.
- 4.2 Except to the extent required by the public records laws of Licensee's State, the Licensed Materials shall not be displayed or viewed by persons other than Licensee's employees or agents, except as may be required in support of the Licensee's immunization program or as otherwise required by law. Licensee agrees not to disclose any Licensed Materials to any unauthorized third parties.
- 4.3 The Licensed Materials shall not be operated, maintained, or stored in any software/hardware environment in such a manner as to permit unauthorized access to or copying of the Licensed Materials.
- 4.4 Licensee shall inform its employees and agents who have access to or use of the Licensed Materials of the obligations set forth in this agreement and shall ensure that its employees and agents comply with the terms of this License.

5. Modifications

- 5.1 Licensee may modify, create derivative works from and enhance the Licensed Materials as necessary to meet the specific immunization registry policy and program requirements within its state. Licensee shall notify Licensor of all modifications, derivative works and enhancements upon release of said modifications. Upon Licensor's request, Licensee shall grant the Licensor a perpetual, royalty-free, limited non-exclusive, non-transferable, non-assignable License to use and modify the modifications, enhancements or derivative works and provide Licensor with written documentation and code, with no payment to Licensee from Licensor.
- 5.2 Licensor and Licensee share a common interest and mission to prevent vaccine preventable disease and increase immunization coverage levels. Licensee agrees to work with Licensor to identify common interest items and the possibility of sharing in the cost of development of said items. The WIR Project Manager will be Licensor's point of contact for discussions on any such joint ventures.

6. Warranty

- 6.1 Licensor warrants that the Software will conform, as to all substantial operational features, to Licensor's current published specifications when installed.
- 6.2 THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR. LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. License Action

- 7.1 Licensee agrees that violation in any material respect of any provision of this License may cause irreparable injuries to Licensors and Licensors shall be entitled to preliminary injunctive relief and other injunctive relief against any such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, any and all remedies or rights to recover damages Licensors may have at law or in equity for the enforcement of this License. Licensors will have no responsibility for the actions of Licensee.
- 7.2 In any action under this License, the parties consent to jurisdiction in the courts in Dane County, Wisconsin and will be governed by and construed in accordance with Wisconsin law.

8. Term and Termination

- 8.1 This License shall remain in effect perpetually unless terminated.
- 8.2 Upon determination by the Licensors that the Licensee has violated or knowingly tolerated violations of material terms of this Agreement, the Licensors may give the Licensee notice of its determination and demand that the Licensee cease such violations. If the Licensee fails to cease the violations, the Licensors may terminate this Agreement, without prejudice to any other remedy Licensors may have and without further obligation to Licensee. Licensee may terminate this License at will.
- 8.3 Upon termination of the License in accordance with this Section, at the request of the Licensors, the Licensee shall return to the Licensors all copies of the Licensed Materials to Licensors' WIR Project Manager; provided, however, that the Licensee may continue to use the Licensed Materials for a reasonable period of time, not to exceed nine months, as required to allow it to install functionally equivalent replacement software for its immunization program. At the request of the Licensors, the Licensee shall delete all copies of such materials residing in on- or off-line computer memory.
- 8.4 The terms of this License that by their sense and context are intended to survive the termination of this License shall so survive.

9. Amendment

- 9.1 This agreement may be changed or amended only by written agreement of the Licensee and Licensors.

ATTACHMENT 4
NEW YORK STATE DEPARTMENT OF HEALTH
BID FORM

PROCUREMENT TITLE: Maintenance and Enhancement of the Web-Based
New York State Immunization Information System
RFP #1212030151

Bidder Name:

Bidder Address:

Bidder NYS Vendor ID No:

Bid Price: \$_____

Price above includes all costs associated with the administration of the program.

Signature of individual authorized to bind the above named organization in a contract with NYS:

(Signature)

Date: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Attachment 5

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

- ☐ Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

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

Attachment 6

COST SHEET

Maintenance and Enhancement of the Web-Based New York State Immunization Information System
RFP # 1212030151

Bidder Full Corporate Name: _____

Corporate Address: _____

Company Phone: _____ Company Fax: _____

All costs associated with the requirements and deliverables specified in the RFP must be included in the total price per deliverable and in the total price bid in the proposal. Costs associated with the deliverables may be, but are not limited to, staff salaries, travel, and other administrative costs. Refer to the RFP (Section C.2 – C.7) for detailed information regarding the deliverables.

Use the tables below in detailing the cost proposal. Complete each section as appropriate for the year in reference. The total cost for each year of the Deliverable or Service should be added to determine the Base Bid Price for five (5) years. The total cost for each year of Change Request Effort should be added to determine the Price for Change Request Effort for three (3) years. The total cost for each year of System Enhancement Effort should be added to determine the Price for System Enhancement Effort for three (3) years. Hourly rates for years 4 and 5 of the contract will be subject to an annual price increase of the lesser of three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 2012 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve month period.

Base Bid Price: \$ _____

Price for Change Request Effort: \$ _____

Price for System Enhancement Effort: \$ _____

TOTAL BID PRICE: \$ _____

Deliverable or Service	Briefly Describe what each deliverable includes	Total Price
YEAR 1		
NYSIIS General Maintenance		
1. See RFP Section C.2; this includes normal system availability, performance, data interfaces, problem response, and collecting monthly system statistics		
2. Maintenance Staffing		
NYSIIS Support		
1. See RFP Section C.4; this includes Help Desk Support, user support, appropriate meeting support, and reports		
2. Help Desk Staffing		
3. Maintenance and Operations Documents		
4. Disaster Recovery Plan		
NYSIIS Blood Lead Support		
1. See RFP Section C.5; this includes Blood Lead Support, improvements, and training and outreach,		
2. Blood Lead Staffing		
NYSIIS Transitional and Operational Responsibility		
1. Phase I (Section C.6.1)		
2. Phase II (Section C.6.2)		
3. Phase III: Project Management and Coordination		
4. Phase III: Service Level Agreement completion		
NYSIIS Change Management		
1. See RFP section C.7; Change management plan development and completion (actual change request effort should be separate from this deliverable)		
Cost Year 1 Total		

Deliverable or Service	Briefly Describe what each deliverable includes	Total Price
YEAR 2		
NYSIIS General Maintenance		
1. See RFP Section C.2; this includes normal system availability, performance, data interfaces, problem response, and collecting monthly system statistics		
2. Maintenance Staffing		
NYSIIS Support		
1. See RFP Section C.4; this includes Help Desk Support, user support, appropriate meeting support, and reports		
2. Help Desk Staffing		
3. Maintenance and Operations Documents Updates		
NYSIIS Blood Lead Support		
1. See RFP Section C.5; this includes Blood Lead Support, improvements, and training and outreach,		
2. Blood Lead Staffing		
NYSIIS Transitional and Operational Responsibility		
1. Phase III: Project Management and Coordination		
NYSIIS Change Management		
1. Change management plan updates (actual change request effort should be separate from this deliverable)		
Cost Year 2 Total		

Deliverable or Service	Briefly Describe what each deliverable includes	Total Price
YEAR 3		
NYSIIS General Maintenance		
1. See RFP Section C.2; this includes normal system availability, performance, data interfaces, problem response, and collecting monthly system statistics		
2. Maintenance Staffing		
NYSIIS Support		
1. See RFP Section C.4; this includes Help Desk Support, user support, appropriate meeting support, and reports		
2. Help Desk Staffing		
3. Maintenance and Operations Documents Updates		
NYSIIS Blood Lead Support		
1. See RFP Section C.5; this includes Blood Lead Support, improvements, and training and outreach,		
2. Blood Lead Staffing		
NYSIIS Transitional and Operational Responsibility		
1. Phase III: Project Management and Coordination		
NYSIIS Change Management		
1. Change management plan updates (actual change request effort should be separate from this deliverable)		
Cost Year 3 Total		

Deliverable or Service	Briefly Describe what each deliverable includes	Total Price
YEAR 4		
NYSIIS General Maintenance		
1. See RFP Section C.2; this includes normal system availability, performance, data interfaces, problem response, and collecting monthly system statistics		
2. Maintenance Staffing		
NYSIIS Support		
1. See RFP Section C.4; this includes Help Desk Support, user support, appropriate meeting support, and reports		
2. Help Desk Staffing		
3. Maintenance and Operations Documents Updates		
NYSIIS Blood Lead Support		
1. See RFP Section C.5; this includes Blood Lead Support, improvements, and training and outreach,		
2. Blood Lead Staffing		
NYSIIS Transitional and Operational Responsibility		
1. Phase III: Project Management and Coordination		
NYSIIS Change Management		
1. Change management plan updates (actual change request effort should be separate from this deliverable)		
Cost Year 4 Total		

Deliverable or Service	Briefly Describe what each deliverable includes	Total Price
YEAR 5		
NYSIIS General Maintenance		
1. See RFP Section C.2; this includes normal system availability, performance, data interfaces, problem response, and collecting monthly system statistics		
2. Maintenance Staffing		
NYSIIS Support		
1. See RFP Section C.4; this includes Help Desk Support, user support, appropriate meeting support, and reports		
2. Help Desk Staffing		
3. Maintenance and Operations Documents Updates		
NYSIIS Blood Lead Support		
1. See RFP Section C.5; this includes Blood Lead Support, improvements, and training and outreach,		
2. Blood Lead Staffing		
NYSIIS Transitional and Operational Responsibility		
1. Phase III: Project Management and Coordination		
2. Phase IV (Section C.6.4: Transition of Ownership)		
NYSIIS Change Management		
1. Change management plan updates (actual change request effort should be separate from this deliverable)		
Cost Year 5 Total		
Base Bid Cost Total		

Change Request Effort (See Section C.7)

# of Positions	Position Titles	Hourly Rate*	Estimated Total Hours (Years 1-3)	Total Cost (Hourly rate x Estimated Total Hours)
Years 1-3				
1	Project Manager		1,560	
1	Business Analyst		1,560	
1	System Engineer		1,560	
1	Database Administrator		520	
Total Project Cost (Years 1 – 3):				

System Enhancement Effort (See Section C.3)

# of Positions	Position Titles	Hourly Rate*	Estimated Total Hours (Years 1-3)	Total Cost (Hourly rate x Estimated Total Hours)
Years 1-3				
1	Project Manager		1,560	
1	Business Analyst		3,120	
1	System Engineer		3,120	
Total Project Cost (Years 1 – 3):				

NYSDOH reserves the right to adjust the mix and duration of the type of staff secured during this project dependent upon the needs of the project throughout the project lifecycle.

*The hourly rate for years 4-5 of the contract will be subject to an annual price increase of the lesser of three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve month period.

Attachment 7

Transmittal Form

***Maintenance and Enhancement of the Web-Based New York State Immunization Information System
RFP # 1212030151***

Bidder Full Corporate Name: _____

Corporate Address: _____

FEIN: _____ DUNS Number: _____ NYS Vendor ID: _____

Type of Legal Business Entity: _____

Charities Registration Number, if Not-for-Profit: _____

Contact Person Information:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Attestations (check **ALL** boxes signifying agreement):

- ☐ I certify that the above named bidder accepts the contract terms and conditions contained in this Request for Proposals (RFP), including any exhibits and attachments, and has received and acknowledges all Department amendments to the RFP.
- ☐ I certify that the above named bidder is prepared, if requested by the Department, to present evidence of legal authority to do business in New York State, subject to the sole satisfaction of the Department.
- ☐ I certify that the bidder (i) does not qualify its proposal, or include any exceptions from the RFP and (ii) acknowledges that should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department;
- ☐ I certify that the technical and cost proposals of the bidder will remain valid for a minimum of 365 calendar days from the closing date for submission of proposals;
- ☐ I certify that the bidder has experience The Bidder attests to having three years of experience modifying the Wisconsin Immunization Registry to meet other state IIS requirements or five years IIS experience;

Use of Subcontractors Attestation (check only one):

- ☐ I certify that the proposal submitted by the above named bidder proposes to utilize the services of a subcontractor(s). Attached to this Transmittal Form is a list of subcontractors and a subcontractor summary for each. The summary document for each includes the information detailed in Section D.3.1. Subsection 9; OR
- ☐ I certify that the proposal submitted by the above named bidder does not propose to utilize the services of any subcontractor.

Conflict of Interest Attestation (check only one):

- ☐ I certify that there are business, financial or beneficial relationships and/or interests for the above named bidder in any local department of Social Services offices, and/or business, financial, beneficial and/or ownership interest in any managed care plan and/or health insurance program operating in New York State. In cases where such a relationship(s) and/or interest(s) exist, attached to this form is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided and the bidder's knowledge and full compliance with the NYS Public Officer's Law, as amended, including but not limited to, Sections 73 and 74; OR
- ☐ I certify that no conflict of interest relationship exists for the above named bidder.

Signature of Individual Authorized to Bind the Above Named Organization Into a Contract with NYS:

_____ Date: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____



Attachment 8

New York State

Immunization Information System (NYSIIS)

BUSINESS REFERENCES

Bidder Firm/Name: _____

PROJECT SUMMARY		
CUSTOMER FOR WHOM SERVICES WERE PERFORMED: _____		
CUSTOMER ADDRESS: _____ _____ _____		
PROJECT START DATE: _____	PROJECT NAME: _____	PROJECT COST: _____
PROJECT DURATION: _____	HARDWARE ENVIRONMENT: _____	SOFTWARE ENVIRONMENT: _____
NETWORK ENVIRONMENT: _____ _____		
PROJECT DESCRIPTION: (Please attach additional sheets as necessary) _____ _____ _____ _____ _____ _____		
PROJECT REFERENCES: (REQUIRED AND WILL BE VERIFIED)		
<u>Reference #1:</u>		
CONTACT NAME: _____		
PHONE NUMBER: _____		
E-MAIL ADDRESS: _____		



Attachment 8

New York State

Immunization Information System (NYSIIS)

BUSINESS REFERENCES

Bidder Firm/Name: _____

PROJECT SUMMARY		
CUSTOMER FOR WHOM SERVICES WERE PERFORMED: _____		
CUSTOMER ADDRESS: _____ _____ _____		
PROJECT START DATE: _____	PROJECT NAME: _____	PROJECT COST: _____
PROJECT DURATION: _____	HARDWARE ENVIRONMENT: _____	SOFTWARE ENVIRONMENT: _____
NETWORK ENVIRONMENT: _____		
PROJECT DESCRIPTION: (Please attach additional sheets as necessary) _____ _____ _____ _____ _____ _____		
PROJECT REFERENCES: (REQUIRED AND WILL BE VERIFIED)		
<u>Reference #2:</u>		
CONTACT NAME: _____		
PHONE NUMBER: _____		
E-MAIL ADDRESS: _____		



Attachment 8

New York State

Immunization Information System (NYSIIS)

BUSINESS REFERENCES

Bidder Firm/Name: _____

PROJECT SUMMARY		
CUSTOMER FOR WHOM SERVICES WERE PERFORMED: _____		
CUSTOMER ADDRESS: _____ _____ _____		
PROJECT START DATE: _____	PROJECT NAME: _____	PROJECT COST: _____
PROJECT DURATION: _____	HARDWARE ENVIRONMENT: _____	SOFTWARE ENVIRONMENT: _____
NETWORK ENVIRONMENT: _____		
PROJECT DESCRIPTION: (Please attach additional sheets as necessary) _____ _____ _____ _____ _____ _____		
PROJECT REFERENCES: (REQUIRED AND WILL BE VERIFIED)		
<u>Reference #3:</u>		
CONTACT NAME: _____		
PHONE NUMBER: _____		
E-MAIL ADDRESS: _____		

Attachment 9
NEW YORK STATE
DEPARTMENT OF HEALTH
LOBBYING FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:

Bidder Address:

Bidder Fed ID No:

Bidder NYS Vendor ID No:

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

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

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this *Request for Proposal*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.state.ny.us/ACPL>.

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

No Yes

If yes, please answer questions 1a. and 1b. If no, proceed to question 2a.

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

- 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)

- B. 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.

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

Attachment 10

Vendor Responsibility Attestation

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

Attachment 11

**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:

M/WBE Form#1:	Bidder's M/WBE Utilization Plan
M/WBE Form#2:	M/WBE Waiver Request
M/WBE Form#3:	QUARTERLY UPDATE - M/WBE CONTRACTOR COMPLIANCE & PAYMENT Report
M/WBE Form#4:	M/WBE Staffing Plan
M/WBE Form#5:	Equal Employment Policy Statement - Sample
M/WBE Form#6:	M/WBE Workforce Employment Utilization Report

Bidder/Contractor Name:	
Vendor ID:	Telephone No.
RFP/Contract Title:	RFP/Contract No.

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

New York State Department of Health
BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN
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
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

New York State Department of Health
BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

- M/WBE Form #2 -
New York State Department of Health
M/WBE UTILIZATION WAIVER REQUEST

Bidder/Contractor Name:	
Vendor ID:	Telephone No.
RFP/Contract Title:	RFP/Contract No.

Explanation why Bidder/Contractor is unable to meet M/WBE goals for this project.:

Include attachments below to evidence good faith efforts:

- ☐ Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- ☐ Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- ☐ Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- ☐ Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- ☐ Attachment F. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by : _____ Title: _____

Signature

New York State Department of Health
QUARTERLY UPDATE
M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT

Contractor Name:	
Contract Title:	Contract No.

TOTAL PROJECTED M/WBE USAGE (from original M/WBE Utilization Plan)

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

ACTUAL M/WBE USAGE* AS OF _____ (insert date)

	%	Amount
1. Total Dollar Value Completed to date	100	\$
2. MBE Utilization to date		\$
3. WBE Utilization to date		\$
4. M/WBE Combined Utilization to date		\$

* Report usage from contract start date to quarterly end-date inserted above.

Explain any deficiencies in attaining M/WBE goals in the space below:

Submitted by : _____ Title: _____

Signature

- M/WBE Form #4 -
New York State Department of Health
M/WBE STAFFING PLAN

Check applicable categories: ☐ Project Staff ☐ Consultants
☐ Subcontractors

Contractor
Name _____

Address

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

(Name and Title)

(Signature)

Date

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Name & Title

Signature & Date

- M/WBE Form #6 -

**New York State Department of Health
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Check applicable categories: ☐ Project Staff ☐ Consultants
☐ Subcontractors

Contractor Name _____ Contract # _____

Staff Used on Contract for the quarter ____ / ____ / ____ to ____ / ____ / ____

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

Explain variances from original staffing plan submitted in the space below:

(Name and Title)

(Signature)

Date

Attachment 12

Sample Standard NYS Contract

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address):

Department of Health
Corning Tower
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#

ORIGINATING AGENCY GLBU: DOH01
DEPARTMENT ID: 3450255 (Use unit ID)

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:
TO:

CONTRACTOR HAS () HAS NOT () TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED
PERIODIC OR ANNUAL WRITTEN REPORTS

FUNDING AMOUNT FOR CONTRACT
TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

STATUS:
CONTRACTOR IS () IS NOT () A
SECTARIAN ENTITY

NYS VENDOR IDENTIFICATION NUMBER:

CONTRACTOR IS () IS NOT () A
NOT-FOR-PROFIT ORGANIZATION

MUNICIPALITY NO. (if applicable)

CONTRACTOR IS () IS NOT () A
N Y STATE BUSINESS ENTERPRISE

() IF MARKED HERE, THIS CONTRACT IS RENEWABLE FOR ___ ADDITIONAL ONE-YEAR PERIOD(S)
AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE
COMPTROLLER.

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

Precedence shall be given to these documents in the order listed below.

- | | | |
|----------|-----------------------------|--|
| <u>X</u> | APPENDIX A | Standard Clauses as required by the Attorney General for all State Contracts. |
| <u>X</u> | APPENDIX X | Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) |
| — | APPENDIX Q | Modification of Standard Department of Health Contract Language |
| <u>X</u> | STATE OF NEW YORK AGREEMENT | |
| <u>X</u> | APPENDIX D | General Specifications |
| <u>X</u> | APPENDIX B | Request For Proposal (RFP) |
| <u>X</u> | APPENDIX C | Proposal |
| <u>X</u> | APPENDIX E-1 | Proof of Workers' Compensation Coverage |
| <u>X</u> | APPENDIX E-2 | Proof of Disability Insurance Coverage |
| — | APPENDIX H | Federal Health Insurance Portability and Accountability Act Business Associate Agreement |
| <u>X</u> | APPENDIX G | Notices |
| <u>X</u> | APPENDIX M | Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures |

GLBU: DOH01
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

BSC Unit ID: 3450255

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

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

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es) _____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

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

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

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

\$ _____
(Value before amendment)

From ____/____/____ to ____/____/____.
(Initial start date)

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

\$ _____

From ____/____/____ to ____/____/____.

This will result in new contract terms of:

\$ _____
(All years thus far combined)

From ____/____/____ to ____/____/____.
(Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

BSC Unit ID: 3450255

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

December, 2012

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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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

STATE OF NEW YORK
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York Department of Health (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" include all Appendix B documents as marked on the face page hereof.
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment to one of the following addresses:

- 1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: DOHaccounts payable@ogs.ny.gov with a subject field as follows:
Subject: <<Unit ID: 3450255>> <<Contract #>>

(Note: **do not** send a paper copy in addition to your emailed voucher.)

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health
Unit ID 3450255
PO Box 2093
Albany, NY 12220-0093**

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

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://www.osc.state.ny.us/epay/index.htm>, by email at helpdesk@sfs.ny.gov or by telephone at 1-855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/vendors/vendorguide/guide.htm>.

III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. 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.

IV. Proof of Coverage

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:

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - 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
 - 2. 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
 - 3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
 - 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
 - 2. DB-120.1 – Certificate of Disability Benefits Insurance OR
 - 3. DB-155 – Certificate of Disability Benefits Self-Insurance

V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

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 specifications, 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, e-mail, 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 shall 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 allowance 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 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. 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 for use 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.

N. Date/Time Warranty

1. Definitions: For the purposes of this warranty, the following definitions apply:

"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, 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.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the 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) 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. Date/Time Warranty Statement

Contractor warrants that Product(s) furnished pursuant to this Contract 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) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

- 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 judgment 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 judgment 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. 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. 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.

X. Certification Regarding Debarment and Suspension Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended,

proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Y. 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.

Z. 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 15th 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 following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; and
 - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th 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, Albany NY 12239, ATTN: Consultant Reporting.

AA. Provisions Related to New York State Procurement Lobbying Law 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.

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

CC. 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.

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

EE. Provisions Related to Iran Divestment Act As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract. During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

New York State Department of Health reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX B

Request For Proposal (RFP)

APPENDIX E-1

Proof of Workers' Compensation Coverage

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

APPENDIX M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Health (the "New York State Department of Health"), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

- B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form #6 - Workforce Employment Utilization Report ("Workforce Report")

- 1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic

violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to

comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

[illegible]

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

(Mark an **X** in only one box)

- ☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- ☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



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, call the information center.

ATTACHMENT 15

State Consultant Services

FORM AOSC Use Only

Reporting Code:

Category Code:

Date Contract Approved:

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

New York State Department of Health
 Contractor Name:

Agency Code 12000

Contract Number:

Contract Start Date: / /

Contract End Date: / /

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of
 (use additional pages if necessary)

Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

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

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th 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, 11th 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 to find a list of occupations.)

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

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

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

ATTACHMENT 16

State Consultant Services

FORM BOSC 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 15th 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, 11th 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 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.