



# Department of Health

## Invitation for Bids

**IFB # 20036**

### **Alternate Format Services and Mailings**

**Issued: December 9, 2019**

#### **DESIGNATED CONTACT:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

Sue Mantica  
Bureau of Contracts  
New York State Department of Health  
Corning Tower, Room 2827  
Albany, New York 12237  
Telephone: 518-474-7896  
Email Address: [sue.mantica@health.ny.gov](mailto:sue.mantica@health.ny.gov)

#### **PERMISSIBLE SUBJECT MATTER CONTACT:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

Justin Seastrum  
New York State Department of Health  
Office of Health Insurance Programs  
One Commerce Plaza Rm 1450  
99 Washington Avenue  
Albany, NY 12210  
518-408-6634  
Email Address: [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov)

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## 1. CALENDAR OF EVENTS

<b>IFB 20036 – ALTERNATE FORMAT SERVICES AND MAILINGS</b>	
<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Issuance of Invitation for Bids	December 9, 2019
Deadline for Submission of Written Questions	December 24, 2019 <b>4:00 p.m. ET</b>
Responses to Written Questions Posted by DOH	<b>On or About</b> January 15, 2020
Deadline for Submission of Bids	February 14, 2020 <b>4:00 p.m. ET</b>
<u>Anticipated</u> Contract Start Date	December 28, 2020

## 2. OVERVIEW

Through this Invitation For Bids (“IFB”), the New York State (“State”) Department of Health (“DOH”) is seeking competitive bids from qualified organizations to complete document transformation, translation, and mailing services as further detailed in [Section 4.0](#) (Detailed Specifications). It is the Department’s intent to award one (1) contract from this procurement.

### 2.1. Introductory Background

The New York State Department of Health (DOH), Office of Health Insurance Programs (OHIP), Division of Eligibility and Marketplace Integration (DEMI) is tasked with the oversight and maintenance of the New York State of Health (NYSoH), an organized marketplace designed to help people shop for and enroll in health insurance coverage. Individuals, families, and small businesses can use NYSoH to help them compare insurance options, calculate costs and select coverage. The NYSoH uses a single application that helps people check their eligibility for health care programs like Medicaid, Child Health Plus, and the Essential Plan and enroll in these programs if they are eligible. NYSoH also identifies what type of financial assistance is available to applicants to help them afford health insurance purchase through the NYSoH. New Yorkers can complete the Marketplace application online, in person, over the phone or by mail.

As part of ongoing NYSoH operations, applicants and members are mailed a variety of documents and notices which range from applications to informing members on their eligibility determinations. Accordingly, DOH must provide, in conformance with the American with Disabilities Act (ADA), written communications including benefit eligibility notices in a usable alternative format to any applicant or recipient who attests to having a significant visual impairment. The evaluation and remediation of documents shall ensure conformance with Section 508 standards 1194.21, 1194.31, and 1194.41.

### 2.2. Important Information

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award. Please note that this IFB and the awarded bidder’s proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), “Standard Clauses for New York State Contracts”, contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the IFB, the Bidder agrees to comply with all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder’s Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this IFB including any exhibits and attachments. It also includes a statement that the bidder 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 DOH.

Any qualifications or exceptions proposed by a bidder to this IFB should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any amendments DOH makes to the IFB as a result of questions and answers will be publicized on the DOH web site.

### **2.3. Term of the Agreement**

This contract term is expected to be for a period of 5 years commencing on the date shown on the Calendar of Events in [Section 1.](#), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

### **3. MINIMUM QUALIFICATIONS TO BID**

NYSDOH will accept bids from organizations with the following type and level of experience as a prime contractor.

- A minimum of five (5) years of experience converting documents/applications into alternate formats such as large print, audio data files, cd data files, and braille;
- A minimum of three (3) years of experience conducting an ongoing mailing operation; and
- A minimum of three (3) years of experience providing translation and interpretation services for alternate formatted documents such as large print, audio, cd data files, and braille.

For the purposes of this IFB, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion.

Failure to meet these Minimum Qualifications will result in a bid being found non-responsive and eliminated from consideration.

At the discretion of the Department, required references may be checked at any point during the evaluation process to verify bidder qualifications to bid.

#### **Other Minimum Requirements to Bid**

Bidders must submit a Braille Certification as proof of utilization of certified braille transcribers.

Bidders must submit a completed and signed Attachment H named Disaster Recovery Attestation.

## 4. Detailed Specifications

This Section describes the document conversion and mailing services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these products or services throughout the contract term.

**PLEASE NOTE:** Bidders will be required to provide responses that address all of the requirements of this IFB as part of its Bid.

The terms “bidders”, “vendors” and “proposers” are also used interchangeably. For purposes of this IFB, the use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties.

### 4.1 Dynamic Notices and Static Documents

The selected Contractor through this IFB will convert numerous New York State of Health (NYSoH) and non NYSoH related notification and application documents for the DOH. These documents are categorized into either Dynamic Notices or Static Documents.

Dynamic Notices include personalized and individualized written notices that are designed to provide information to individuals regarding eligibility determinations and benefit amount, and a variety of letters and notices to make households aware of program requirements, changes to payment levels, appeal rights and fair hearing decisions. All Dynamic Notices are 8 ½” x 11”, with black ink and generally 11-point Arial Font and are sent out via DOH or their designated representatives. The number of sheets in any particular Dynamic Notices can vary greatly from one (1) sheet to in excess of 38 sheets depending on the type of Dynamic Notice being generated. In most cases, Dynamic Notices are printed in both English and Spanish. Dynamic Notices differ from Static Documents because a Dynamic Notice will have fields that change in number, appearance, size, and any number of aspects.

Static Documents include both application forms and personalized and individualized written notices designed to provide information to individuals regarding eligibility determinations and benefit amount, and a variety of letters and notices to make households aware of program requirements, changes to payment levels, appeal rights, and fair hearing decisions. The fields of the forms and written notices remain in the same position and look the same way. Static Documents vary in size (8 ½” x 11” to 11” x 14”), can contain a variety of fonts and colors and can vary greatly from one (1) sheet to in excess of 26 sheets depending on the type of Standard Document being issued. Static Documents differ from Dynamic Notices because a Static Document will have fields that remain constant in number, appearance, size, etc.

The current list of all NYSoH and non NYSoH Dynamic Notices and Static Documents can be found in **Attachment E**. This list is subject to change and the DOH will require the Contractor to convert documents not on this list over the term of this agreement. The Contractor will be reimbursed for all conversions completed, regardless if they are currently listed on Attachment E.

The Contractor will produce all current and future developed Dynamic Notices and Static Documents into the following alternate formats:

- 18 point Arial font (Large Print) non fillable for Dynamic Notices;
- 18 point Arial font (Large Print) fillable for Static Documents;
- 18 point Arial font (Large Print) non fillable for Static Documents;
- Audio Conversion Data File for both Dynamic Notices and Static Documents;
- Data Conversion CD (CD Data File) non fillable for Dynamic Notices;
- Data Conversion CD (CD Data File) non fillable for Static Documents;
- Data Conversion CD (CD Data File) fillable for Static Documents; and
- Grade 2 Braille.

Definitions for all alternate formats can be found in **Attachment D**.

## **1. Dynamic Notices**

18 point Arial font (Large Print) - the selected Contractor will convert electronic files, word documents, and/or PDF, PDF/UA, RFT, or any other format agreed upon by the DOH and the selected Contractor, to 18 point Arial font. This will result in up to at least 3 times more sheets per Dynamic Notice or letter mailed for each large print mailing request. Resolution: 300 dots per inch. Ink: Black. **NOTE:** The use of photocopying to enlarge regular print Dynamic Notices is not an acceptable method for Large Print Dynamic Notices.

Audio Conversion – The selected Contractor will convert versions of text documents into an audio file for each audio conversion request. Document translation will be transferred to an Audio CD, MP3 file or equivalent format at the DOH's discretion.

Braille – The selected Contractor will convert electronic files into “Grade 2” Braille using 100 lb. weight, pin feed 11 ½ by 11 paper, Standard Braille line spacing embossed on both sides of a sheet of paper for each Braille request. The Department requires that the Braille Dynamic Notices produced by the Contractor be translated without error, and that a quality assurance process is in place to ensure this occurs.

CD Data Files – The selected Contractor will convert electronic versions of text documents into a data compact disc for each data file request.

Dynamic Notices are currently made available in either English or Spanish; however, the Contractor may also be required to produce alternate format Dynamic Notices in Simplified Chinese, Russian, Italian, Haitian-Creole, French, Korean, Arabic, Bengali, Traditional Chinese, Polish and Urdu. The DOH reserves the right to require the Contractor to add additional languages as needed throughout the course of this agreement at a mutually agreeable price.

All Dynamic Notices converted to 18 Point Arial font, Data CD, and Braille will contain a cover sheet (named the Interpreter Services Cover Sheet) specified by the DOH in the respective Alternate Format with a statement in the following languages in the following order that informs the client of assistance available for the interpretation of the enclosed notice: English, Spanish, Simplified Chinese, Russian, Italian, Haitian-Creole, French, Korean, Arabic, Bengali, Traditional Chinese, Polish and Urdu. Languages may be added or removed from all versions of the Interpreter Services Cover Sheets and in any or all versions of the alternate formats as required by the DOH.

All Dynamic Notices converted to Audio file shall contain an initial statement specified by the DOH in the following languages, in the following order, that informs the client of assistance available for the interpretation of what is being spoken on the audio notice: English, Spanish, Simplified Chinese, Russian, Italian, Haitian-Creole, French, Korean, Arabic, Bengali, Traditional Chinese, Polish and Urdu. The DOH recommends the utilization of a synthetic speech/voice instead of human speech/voice. The DOH reserves the right to require the Contractor to add additional languages as needed throughout the course of this agreement at a mutually agreeable price.

From time to time, a mailing recipient may request a Dynamic Notice be resent to their address. In this case, a “CSRA Marketplace Resend Cover Letter” will need to be transformed and translated (if applicable) to accompany the Dynamic Notice requested.

## **2. Static Documents**

18 Point Arial font (Large Print) – The Contractor will convert electronic files, word documents and/or PDF, PDF/UA, RFT, or other format agreed upon by the DOH and the Contractor, to 18 Point Arial font. This will result in up to at least 3 times more sheets per Static Documents mailed for each large print mailing request. Resolution: 300 dots per inch. Ink: Black. **NOTE:** The use of photocopying to enlarge regular print Static Notices/Documents is not an acceptable method for Large Print Static Documents.

Audio Conversion – The Contractor will convert versions of text documents into an audio file for each audio conversion request. Audio Masters of Static Documents must be provided to the DOH in Audio CD, MP3 File, or equivalent format at the DOH’s discretion.

Braille – The Contractor will convert electronic files into “Grade 2” Braille using 100 lb. weight, pin feed 11 ½ by 11 paper, Standard Braille line spacing embossed on both sides of a sheet of paper for each Braille request. The DOH requires the Braille Static Documents be translated without error, and a quality assurance process is in place to ensure this occurs. Any documents submitted in error will be resubmitted to the DOH at no additional cost.

CD Data Files – The Contractor will convert electronic versions of text documents into fillable and/or non-fillable data compact disc as identified by the DOH.

Conversion of Static Documents is required in all or a combination of the following languages: English, Spanish, Simplified Chinese, Russian, Italian, Haitian-Creole, French, Korean, Arabic, Bengali, Traditional Chinese, Polish and Urdu. It is expected that the alternate format static documents will need to be made available in the same combination of all of the listed languages and may require duplication in various quantities. The DOH reserves the right to require the Contractor to add additional languages as needed throughout the course of this agreement at a mutually agreeable price.

Static Document Proofs – Whenever a new static document is identified by the DOH, the Contractor will be expected to provide the DOH with a static document proof. Two (2) hard copy sets of proofs are required within 10 business days from receipt/duplication of DOH order, unless otherwise indicated by the DOH. Proofs may be waived on exact reprints. A PDF or PDF/UA of the approved hard copy proof will be required within 48 hours of receipt of the approved proof for all Word documents. Two (2) Data and/or Audio conversion proofs are required within 10 business days from receipt of DOH order unless otherwise indicated by the DOH. A CD data file, MP3 file or equivalent format at the DOH’s discretion of the approved Data and/or Audio conversions. A PDF or PDF/UA and two hard copy sets of proofs for all Data and/or Audio conversions. A PDF or PDF/UA and two hard copy sets of proofs of Braille Static Documents are required within 10 business days from receipt/duplication of DOH order unless otherwise indicated by DOH. A PDF or PDF/UA of the approved hard copy proof, as well as two hard copies of the Braille document will be required within 48 hours of receipt of the approved proof for all Word documents. Proofs may be waived on exact reorder, unless otherwise indicated by DOH. Static document proofs are also required at the start of the contract, at the DOH’s discretion.

Static Document delivery is required no later than 20 calendar days after the proof has been approved by the DOH or 20 calendar days after receipt of order if no proof is required. Shipments are expected to be delivered to one (1) of the two (2) addresses below (at the direction of the DOH).

MAXIMUS

CSG

Attn: Aaron Guthrie or Philip Aluko  
Dept. Shipping/Receiving  
15404 Long Vista Drive  
Austin, Texas 78728  
Acceptable Delivery Hours:  
Monday-Friday (excluding holidays) 9am-6pm EST

DOH Distribution Center

Guilderland Distribution Center  
Northeast Industrial Park  
Building 11  
Bay 5  
Guilderland, New York 12085



Acceptable Delivery Hours:  
Monday-Friday (excluding holidays) 8:30am-2:30pm EST

The DOH has offered alternate format services for approximately 2 ½ years. In order to understand the potential voluminous workflow of this commitment, a breakdown of all Dynamic Notices and Static Documents converted can be found in **Attachment F. \*Please Note: These numbers are not a guarantee of work to be performed by the Contractor and should only be used as a historical reference. These numbers are only an approximation and expected volume is subject to change.**

The DOH will issue a form identification number for each Static Document version created by the Contractor. It is the responsibility of the Contractor to guarantee the most up-to-date version of the documents being issued to the public.

### **3. Mailing Requirements**

The DOH, or agent of the DOH, will assign a unique tracking number to each dynamic notice submitted via batch process for conversion into alternate formats. Once the Contractor receives the batches of Dynamic Notices and/or Static Documents as a request for conversion from the DOH, the Contractor will ensure that all mail processing occurs by the next USPS business day. The Contractor is expected to provide all mail fulfillment services every Monday through Sunday, exclusive of USPS holidays. The Contractor will ensure the delivery of all finished materials (Dynamic Notices and Static Documents) to the USPS by the next USPS business day. All exceptions shall be reported immediately to the DOH.

The Contractor will log all incoming batches on a job control sheet and assigned for processing for quality control purposes and reconciliation of any errors. The number of Dynamic Notices and Static Documents within any given batch may vary. Additionally, within a batch, Alternate Format Static Document attachments/inserts may be required to accompany Dynamic Notices. The Contractor will use the most cost-effective method associated with providing Alternate Format Static Document attachments/inserts with Dynamic Notices.

The Contractor will be required to ensure that:

- Each individual Dynamic Notice is separated within each Dynamic notice file;
- All pages within each individual Dynamic Notice will be kept together;
- Pages from different Dynamic Notices are not commingled;
- If inserts are required, the correct inserts will be identified and then be distributed with the batch for processing;
- Each individual Dynamic Notice will be properly collated;
- Dynamic Notices will be inserted into the correct envelope/packing container;
- Durable, secure containers requiring the least amount of 1<sup>st</sup> class postage for each Dynamic Notice will be used; and
- Upon completion of the collation and insertion stage, the Dynamic Notice will be metered and sealed.

The Contractor is responsible for providing all mailing necessities including but not limited to: envelopes and shipping containers, postal permit, postage, etc.

Static Document Packing Containers should be packed to prevent crushing during delivery and subsequent storage. These should be packed in new corrugated cartons of uniform size, not more than 40 lbs. gross weight. All cartons must be marked on the end with the form number, quantity, and PO Number, using large characters (minimum 1" high so that the number can easily be read from a distance). Cartons must contain uniform quantity so shipments and inventory can be readily verified. All shipments are to be palletized on disposable pallets.

The Contractor will operate as efficiently as possible so as to maximize insertion, while minimizing the size of the envelope/shipping container.

#### **4. Shipping Requirements**

##### Dynamic Notices

##### 18 Point Arial font (Large Print)

Size: 18 Point Arial font on 8 ½ x 11 flat size, duplex printed

Stock: 20lb. White finish to 8 ½ x 11.

Suggested Postal Container: Various sizes, spun-bonded olefin, kraft envelopes or cost-efficient equal alternative. Strong, secure, lightweight envelopes or boxes.

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

##### Audio Conversion

Audio conversion files must be placed on; compact disc (CD), MP3, electronic file or equivalent at the discretion of the DOH.

Suggested Postal Container: Heavy cardboard mailer or equal alternative.

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

##### CD Data Files

CD Data conversion files must be placed on: compact disc (CD), MP3, electronic file, or equivalent at the discretion of the DOH.

Suggested Postal Container: Heavy cardboard mailer or equal alternative.

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

##### Braille

Size: 8 ½ x 11 or 11 ½ x 11, the Contractor should use the most economically feasible option without compromising quality

Stock: 20 lb 8 ½ x 11 with bound sheets together or 11 x 11 100 lb. weight, pin feed or similar.

Other Specs: Grade 2 Braille; standard Braille line spacing embossed on both sides of a sheet of paper.

Postal Container: Various sizes, cost-efficient, must be strong, secure, and lightweight.

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

##### Static Documents

##### 18 Point Arial Font (Large Print) Fillable and Non-fillable

Size: 18 Point Arial font on 8 ½ x 11 flat size, duplex printed (printed on both sides of a sheet of paper).

Stock: 20 lb. White finish to 8 ½ x 11

Suggested Postal Container: Various sizes, spun-bonded olefin, kraft envelopes or cost-efficient equal alternative. Strong, secure, lightweight envelopes

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

##### Audio Conversion

Audio conversion files must be placed on: compact disc (CD), MP3, electronic file, or equivalent at the discretion of the DOH.

Suggested Postal Container: Heavy cardboard mailer, or equal.

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

##### CD Data Files Fillable and Non-fillable

CD Data conversion files must be placed on: compact disc (CD), MP3, electronic file, equivalent, at the discretion of the DOH.

Suggested Postal Container: Heavy cardboard mailer or equal.

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

#### Braille

Size: 8 ½ x 11 or 11 ½ x 11, the Contractor should use the most economically feasible option without compromising quality.

Stock: 20 lb. 8 ½ x 11 with bound sheets together or 11 x 11 100 lb. weight, pin feed or similar.

Other specs: Grade 2 Braille, standard Braille line spacing embossed on both sides of a sheet of paper.

Postal Container: Various sizes, cost-efficient, must be strong, secure and lightweight.

Mailing Labels: USPS-approved, USPS classification reform requirements, including bar coding/Intelligent Mail Barcode (IMB).

### **5. Metering/Postage**

The Contractor will ensure that all one (1) and two (2) ounce pieces of mail are metered at the correct automation rate for first class mail as determined by the current USPS Domestic Mail Manual. The Contractor will ensure that all other alternate formats pieces of mail will be metered at the full first class rate for the appropriate weight. The Contractor will ensure that all one (1) and two (2) ounce mail will be processed for any and all current and future available USPS Intelligent Mail bar-coding and presorting to achieve any available postal discounts.

The Contractor will ensure an accounting system is established and maintained to accurately track and report postage on a monthly basis. Applicable State and Federal laws require adequate controls be developed to monitor postage levels as well as correct usage. The Contractor will ensure the DOH will receive a written "monthly postage report" by the 5<sup>th</sup> day of each month for the life of the contract. The report will be in a format agreed to by the DOH and will contain an accounting of the previous month's postage usage. The DOH will then conduct a review and reconcile. Any discrepancies in this report will be the responsibility of the Contractor to make corrections and resubmit to the DOH.

The Contractor will take advantage of all available postal price schedules, including as appropriate: ZIP pre-sort, bar coding/Intelligent Mail Barcoding, ZIP plus 4, and any other relevant postal price offerings. The DOH will make monthly postage replenishment payments based on the number of documents mailed during the month at the rate they were mailed minus the guaranteed postage discount or the actual postage discount, whichever discount is greater.

### **6. USPS Requirements**

The Contractor will work closely with the DOH to assure cost efficiencies, process effectiveness, and adherence to USPS requirements, regulations, and policies involved in this work. Specifically, the Contractor will:

- Follow all USPS regulations for size, weight, and paper choices for mailers to ensure mailing costs are economical, secure, and confidential, including the use of USPS Regional Rate Boxes.
- Adhere to applicable USPS classification reform requirements, including bar coding/Intelligent Mail Barcoding (IMB).
- Comply with USPS special needs postage requirements, fulfill print requests utilizing secure mail processes and procedures to protect and ensure the integrity and security of the packages of all Alternative Format Dynamic Notices.
- Ensure monthly reconciliation of all postage used is accomplished, a general ledger control system that retains postage receipts for submission to DOH is maintained for tracking postage, and the general ledger is available for review by DOH upon request. For this purpose, the Contractor will operate postage meters that are exclusively dedicated to DOH.
- Seek and notify DOH of any improvements available to reduce postage costs and agree to complete any necessary USPS forms.

## 4.2 Testing / Transition

The DOH anticipates a short testing/transition period from the current Contractor to the successor Contractor. During this testing/transition period, the Contractor is expected to successfully receive, from the DOH, all identified batches of all Dynamic Notices and Static documents for conversion into the identified Alternate Formats. The DOH will determine when the testing/transition phase is complete.

## 4.3 Data Exchange Requirements

The movement of data between the Contractor and the DOH's systems will consist of batch transmissions 24 hours a day, 7 days a week, 365 days a year. The DOH will allow the Contractor to perform batching as needed by their process.

### DOH Responsibility

- Transmit to the Contractor print and mailing batch files;
- Receive the Contractor's acknowledgement that each file was successfully transmitted; and
- Received an error response from the Contractor for each file that fails transmission.

### Contractor Responsibility

- Receive batch files of print and mailing correspondence documents from DOH and NYSoH vendor 24 hours a day, 7 days a week, 365 days a year;
- Respond to DOH and NYSoH vendors when appropriate with agreed-upon error response records for each batch file that fails print and mailing production;
- Ensure that all incoming batches of Dynamic Notices and Static documents to be converted to Alternate Format will be logged on a job control sheet and assigned for processing for quality control purposes and reconciliation of any errors;
- Ensure all tracking documents are saved and accessible for seven (7) years; and
- Accept correspondence in any format including, but not limited to the following: PDF, PDF-A, PDF/UA, TIFF, Postscript, RTF, PCL, XML, AFP, HTML, and CSV.

The selected Contractor will support the Secure File Transfer Protocol (SFTP). SFTP is a file transfer program which runs over a secure shell (SSH) tunnel and uses many features of SSH including compression and encryption. Essentially, SFTP is a replacement for the standard command-line FTP client but with SSH authentication. A SSH tunnel consists of an encrypted tunnel created through a SSH protocol connection. A SSH tunnel can be used to transfer unencrypted traffic over a network through an encrypted channel.

The Contractor will be responsible for maintaining all data exchange capabilities that are required to receive the batch files and send reports via SFTP. The Contractor is expected to be available for technical support whenever files are expected to be transmitted. Files are transmitted during business hours and extended business hours during the week and on the weekends. Support must consist of a list of contacts (including name, phone number, and e-mail address), an understood method of identifying the file transfer, and escalation procedures to ensure resolution of the problem. All documents will be text extractable.

The Contractor will ensure daily receipt of all files beginning at 6 a.m. every Monday through Sunday. On a day-to-day basis, the Contractor will agree to accept other files as they are transferred for processing.

## 4.3 Quality Assurance

Upon OSC approval, the Contractor will develop a quality assurance plan which defines and describes how the Bidder will ensure the services described in this IFB are delivered effectively and efficiently. The quality assurance plan should also define the procedures and standards which the Contractor will maintain and evaluate its performance. The quality assurance plan is due 30 days after OSC approval and is subject to approval by the DOH.

#### **4.4 Staffing Requirements**

The Contractor shall ensure this project is adequately staffed with experienced, well trained personnel who can meet the responsibilities outlined in this IFB. The Contractor will establish a Project Director who will act as the main liaison between DOH and the Contractor. The Project Director is expected to be available to the DOH via conference call on an as needed basis for any project updates, resolution of issues etc. The Contractor will also designate a Security Lead who is responsible for management and oversight of the Contractor's security practices. The proposed Project Director and Security Lead are subject to the approval by the DOH.

Translators designated by the selected contractor must possess sufficient education, training, skill, and experience to provide the services requested. Those persons must also possess a command of the English language, both written and spoken. In addition, a familiarity with U.S. culture is required to understand context and meaning of common terms and language usage.

#### **4.5 Reporting Requirements**

The Contractor is expected to file reports on a weekly basis. The DOH is allowed to move this requirement to a monthly basis if desired. These reports include:

1. Mailings completed including date of mailing, enrollee name and id number, and enrollee address used.

#### **4.6 Security Requirements**

The selected Contractor shall comply with all privacy and security policies and procedures of the DOH (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required to execute a number of security and privacy agreements with the DOH including but not limited to a Business Associate Agreement (Appendix H) a Data Use Agreement (DUA), and a DOH System Security Plan (SSP) Control Workbooks which will be provided after OSC approval. The SSP is based on NIST 800-53 security and privacy controls and requires the Contractor complete the section for each control indicating how the control is met.

The SSP Control workbooks are intended to provide DOH information regarding the organization's system security plan, describing what controls have been implemented, along with details on how they have been implemented to assure the DOH that the security controls are in place and operational.

The Contractor is expected to provide secure and confidential storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor (if applicable) hired by the Contractor who stores, processes, analyzes or transmits MCD on behalf of the Contractor has the appropriate Security requirements in place. The Contractor is required to include in all contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

#### **4.7 Disaster Recovery**

The selected Contractor shall provide a Disaster Recovery Plan that provides for continuous operability in the event of technological failures or natural disasters affecting the Contractor. The plan will ensure restoration of the Contractor's host system processing and communications facilities to each contract state as described below.

The Contractor's Disaster Recovery Plan shall detail steps to be taken to recover from systems failures, telecommunications failures and natural and other disasters. This will include provisions to ensure and requests sent from the DOH or any agent of the DOH incurs minimal disruption. The plan shall state the resources committed to each contingency operation for each system component as well as provide detailed problem and escalation procedures.

In the event of an outage or disaster impacting the availability of the Contractor's primary data processing site, the Contractor will provide a host back-up site. The host backup site will provide continuous transfer of data in the event of loss of the primary host processing capability. The Disaster Recovery Plan shall detail guidelines, considerations, and specific steps for making the decision to switch over from the primary site to the backup site in the event of a primary system failure. The Disaster Recovery Plan shall include a communication protocol between the Contractor and the DOH, as well as criteria and timeframes that are acceptable to the DOH.

The Contractor shall have the host backup site begin processing transactions within one (1) hour of a disaster being declared. The Contractor's site shall be maintained concurrently and be able to take over processing upon notification by the DOH. The DOH reserves the right to schedule a visit of the Contractor's host backup site at any period during the agreement.

Bidders are required to submit an attestation stating they have met the Disaster Recovery requirements as stated above, in their proposal as a response to this IFB. The Contractor shall submit their Disaster Recovery Plan to the DOH 60 days after OSC approval.

## **5. ADMINISTRATIVE INFORMATION**

The following administrative information will apply to this IFB. Failure to comply fully with this information may result in disqualification of your bid.

### **5.1. Restricted Period**

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the "restricted period" may result in the violator being debarred from participating in DOH procurements for a period of four years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this IFB to whom all communications attempting to influence this procurement must be made.

### **5.2. Questions**

There will be an opportunity available for submission of written questions and requests for clarification pertaining to this IFB. All questions and requests for clarification of this IFB should cite the relevant IFB, IFB number, section and paragraph number where applicable and must be submitted via email to [OHIPcontracts@health.ny.gov](mailto:OHIPcontracts@health.ny.gov). It is the bidder's responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for

Submission of Written Questions as specified in [Section 1](#). (Calendar of Events). Questions received after the deadline may **not** be answered.

### **5.3. Right to Modify IFB**

DOH reserves the right to modify any part of this IFB, including but not limited to, the date and time by which bids must be submitted and received by DOH, at any time prior to the Deadline for Submission of Bids listed in [Section 1](#). (Calendar of Events). Modifications to this IFB shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Bids, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Bidder shall immediately notify DOH of such error in writing at insert a BML or other contact information here and request clarification or modification of the document.

If, prior to the Deadline for Submission of Bids, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of bidding. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

### **5.4. Payment**

The Contractor shall submit invoices and/or vouchers to the State's designated payment office. The Preferred Method is to Email a .pdf copy of your signed voucher to the BSC at:

[AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field; Subject: Unit ID: 3450406 Contract # TBD

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

**NYS Department of Health  
Unit ID 3450406  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5th Floor  
1220 Washington Ave.  
Albany, NY 12226-1900**

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 [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-6019. 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, 9<sup>th</sup> 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. Payment terms will be:

The DOH will reimburse the Contractor for actual conversions and mailings completed on a monthly basis according to the rates detailed in the Contractor's Attachment B – Bid Form. The rates listed in the Contractor's Attachment B will include, but are not limited to, all expenses related to testing/transition, data exchanges, translation, conversations, reproduction, paper, mailing services, overhead, labor, profit, materials, permits, licenses, and any other services related to the requirements of this IFB. Postage will not be included in these rates and will be reimbursed separately through verifiable records.

## **5.5. Minority & Woman-Owned Business Enterprise Requirements**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") 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 DOH 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 DOH 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, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises ("MBE") participation and **15%** for Women-Owned Business Enterprises ("WBE") (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). 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 DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine "good faith efforts," refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory". Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.



By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this IFB. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. 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. DOH 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 (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts;

The Contractor will be required to 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 DOH, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, by the 10<sup>th</sup> 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.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH 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.

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to insert a BML or contact information before the Deadline for Questions as specified in [Section 1.1](#). (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime contractor.

**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.)**

## **5.6. Equal Employment Opportunity (EEO) Reporting**

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

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 sub-contractors 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.

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, 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.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid.

### **5.7. Sales and Compensating Use Tax Certification (Tax Law, § 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.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

### **5.8. Contract Insurance Requirements**

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements

## 5.9. Subcontracting

Bidder's may propose the use of a subcontractor the Contractor shall obtain prior written approval from NYSDOH before entering in to an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of this IFB are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

## 5.10. DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all bids received in response to the IFB;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of bids;
6. Use bid information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
7. Prior to the bid opening, amend the IFB 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 bid modifications addressing subsequent IFB 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 IFB in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the bids received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days (365) from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days (365), any offer is subject to withdrawal communicated in a writing signed by the bidder; 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 a bidder's bid and/or to determine a bidder's compliance with the requirements of the solicitation.

## 5.11. Freedom of Information Law ("FOIL")

All bids may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a bid to any person for the purpose of assisting in evaluating the bid or for any other lawful purpose. All bids will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the bid as directed in [Section 6.2.6](#) of the IFB.** If DOH agrees with the proprietary claim, the designated portion of the bid will be withheld from public disclosure.

Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

## 5.12. Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. These changes include:

- a) making the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) requiring the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) requiring governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorizing the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directing the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) requiring the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this IFB should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increasing the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) establishing the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

### **5.13. State Finance Law Consultant Disclosure Provisions**

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder 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.

The successful winning bidder 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.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

### **5.14. Debriefing**

Once an award has been made, bidders may request a debriefing of their bid. Please note the debriefing will be limited only to the vendor's bid, and will not include any discussion of other bids. Requests must be received no later than fifteen (15) business days from date of award or non-award announcement.

### **5.15. Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this IFB, 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/>

### **5.16. 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 (currently found at this address:

<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 DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH 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 DOH 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. DOH 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.

## **5.17. Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/BU/PC/SFL.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.

## **5.18. Encouraging Use of New York Businesses in Contract Performance**

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

## **5.19. Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## **5.20. Vendor Assurance of No Conflict of Interest or Detrimental Effect**

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.



## 5.21. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

## 6. BID FORMAT AND CONTENT

Bidders responding to this IFB must satisfy all requirements stated in this IFB. All Bidders are requested to submit complete Bid packages. A bid that is incomplete in any material respect may be rejected.

To expedite review of the bids, Bidders are requested to submit bids as summarized in [Attachment A](#), Bid Submittal Document Checklist. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

**DOH will not be responsible for expenses incurred in preparing and submitting the Bid Packages. Such costs should not be included in the Bid.**

### 6.1. Mandatory Bid Requirements

The purpose of the Mandatory Bid Requirements is to demonstrate the qualifications, competence, and capacity of the Bidder to provide the commodity or services contained in this IFB. The following outlines the required information to be provided by the Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the IFB are subject to verification for accuracy.

#### 6.1.1. Bidders Minimum Qualifications to Propose

Bidders are required to complete **Attachment C labeled “Attestation to Minimum Qualifications”** which describes the bidder’s ability to meet Section 3.0 of the IFB. This description may reference specific experience gained (where similar services were provided, duration of services, and for which organization(s), etc.), that clearly demonstrates bidder’s ability to fulfill all contractual requirements outlined in this IFB. Bidders should also submit a brief description of their organization including an organizational chart.

#### 6.1.2. Bid Form

Bidder must submit a completed and signed [Attachment B – Bid Form](#). The Bid Form must comply with the format and content requirements as detailed in this document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

The prices bid must cover the cost of furnishing all of the said products or services specified in this IFB, including but not limited to materials, equipment, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

Bidders must provide a price for all products in sizes and quantities exactly as listed in **Bid Form - Attachment B**. Bids which do not include a price for all products will be disqualified. Bids which add alternative products, quantities or sizes will be disqualified.

### 6.1.3. Braille Certification

Bidders are required to provide a Braille certification at the time of their proposal, as proof of utilization of certified Braille transcribers.

### 6.1.4 Disaster Recovery Attestation

Bidders are required to provide an attestation stating they will meet all requirements outlined in Section 4.7 of the IFB.

## 6.2. Other Bid Documents

### 6.2.1. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Bidder's Disclosure of Prior Non-Responsibility Determination".

### 6.2.2. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at [http://www.osc.state.ny.us/vendrep/info\\_vrsystem.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep), or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

### 6.2.3. Conflict of Interest or Detrimental Effect (SEE IFB 5.20 IN IFB ADD NEW SECTION ABOVE)

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

### 6.2.4. M/WBE Forms (FOR SERVICES ONLY WITH M/WBE GOALS).

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "New York State DOH M/WBE IFB Required Forms".

### 6.2.5. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#) "Encouraging Use of New York State Businesses in Contract Performance" to indicate which New York State Businesses you will use in the performance of the contract.

### 6.2.6. Freedom of Information Law – Bid Redactions

Bidders must clearly and specifically identify any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.11](#), (Freedom of Information Law).



#### 6.2.7. Bidder's Certified Statements

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. [Attachment 7](#) must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a bid that contains an incomplete, unsigned or no [Attachment 7](#).

#### 6.2.8. References

Provide references using [Attachment 9](#), (References) for three (3) similar bulk mailing operations within the United States. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

#### 6.2.9. EO 177 Prohibiting Contracts with Entities that Support Discrimination

**Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law**

### 7. BID SUBMISSION

7.1. The table below outlines the requested format and volume for submission of each part. Bids should be submitted in all formats as prescribed below.

	<b>Electronic Submission</b>	<b>Paper Submission</b>
<b>Bid Package</b>	2 dedicated flash drives or CDs labeled with bidder's name and IFB Number/IFB Title containing standard searchable PDF file(s) with copy/read permissions only.	4 Originals 6 Copies

- 7.1.1. All hard copy bid materials should be printed on 8.5" x 11" white paper (single sided), be clearly page numbered on the bottom of each page with appropriate header and footer information and presented separately, in three-ring binders if necessary. A type size of eleven (11) points or larger should be used;
- 7.1.2. The Bid submission should be submitted in a sealed envelope or box.
- 7.1.3. Where signatures are required, the bids designated as originals should have a handwritten signature and be signed in blue ink;
- 7.1.4. The NYSDOH discourages overly lengthy bids. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete bid, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate bids fairly and completely, bids should follow the format described in this IFB and provide all requested information;
- 7.1.5. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
- 7.1.6. In the event that a discrepancy is found between the electronic and hardcopy bid, the original hardcopy #1 will prevail.

**The complete bid must be received by the NYSDOH, no later than the Deadline for Submission of Bids specified in [Section 1](#), (Calendar of Events). Late bids will not be considered.**

Bids should be submitted in a clearly labeled package, prepared in accordance with the requirements stated in this IFB. Mark the outside envelope of bid as "IFB# 20036 Alternate Format Services and Mailings.

Bids must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health  
IFB # 20036– Alternate Format Services and Mailings  
Attention: Justin Seastrum  
One Commerce Plaza Room 1450  
99 Washington Avenue  
Albany, NY 12210

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of bids in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

## **7.2. No Bid Form**

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

## **8. METHOD OF AWARD**

At the discretion of the Department of Health, all bids may be rejected. The Department will award one contract as described in this IFB to the responsible and responsive bidder who offers the lowest total bid price.

In the event of a tie, the determining factor for award, will be:

The tied bidders will be given the opportunity to provide their best and final bid price to the Department, and after evaluation of these revised bids, the award will then be made to the lowest bidder.

### **8.1. General Information**

Once a bidder is selected, the Department of Health will issue a contract to the vendor. In order to be considered responsible and responsive, the bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB.

Bidders may be requested by DOH to clarify the contents of their bids. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its bid after the Deadline for Submission of Proposals listed in [Section 1](#). (Calendar of Events).

### **8.2. Submission Review**

DOH will examine all bids that are received in a proper and timely manner. The bid containing the lowest total price offered will be further evaluated to determine if it meets all bid submission requirements, as described in [Section 6](#). (Bid Format and Content) and [Section 7](#). (Bid Submission) for award. That process will be followed until an award is made.

### **8.3. Reference Checks**

The Bidder should submit references using [Attachment 9](#) (References). At the discretion of the Department, references may be checked at any point during the process to verify bidder qualifications to propose (Section 3.0).

## 8.4. Award Recommendation

The Evaluation Committee will submit a recommendation for award to the responsible and responsive Bidder with the lowest total bid.

The Department will notify the awarded Bidder and Bidders not awarded. The awarded Bidder will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this IFB. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

## 9. ATTACHMENTS

The following attachments are included in this IFB and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this IFB:

- A. Bid Package Checklist
- B. Bid Form
- C. Attestation to Minimum Qualifications
- D. Alternate Format Definitions
- E. List of Dynamic Notices and Static Documents
- F. Historical Volume
- G. Interpreter Services Cover Sheet
- H. Disaster Recovery Attestation

**ATTACHMENT A  
BID PACKAGE CHECKLIST**

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

<b>IFB # 20036 – Alternate Format Services and Mailings</b>		
<b>FOR THE MANDATORY BID REQUIREMENTS</b>		
<b>IFB §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.1.1	Attachment C – Attestation to Minimum Requirements (Requirement)	<input type="checkbox"/>
§ 6.1.2	Attachment B- Bid Form (Requirement)	<input type="checkbox"/>
§ 6.1.3	Braille Certification	<input type="checkbox"/>
§ 6.1.4	Attachment H - Disaster Recovery Attestation	<input type="checkbox"/>
<b>FOR THE OTHER BID DOCUMENTS</b>		
§ 6.2.1	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.2.3	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.2.4	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.2.5	Attachment 5 - M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 - Form 1	<input type="checkbox"/>
	Attachment 5 - Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 - Form 4	<input type="checkbox"/>
	Attachment 5 - Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.2.6	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.2.7	Attachment 7 - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.2.8	Attachment 9 – References	<input type="checkbox"/>
§ 6.2.9	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>