

NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposal for

Division of Quality and Surveillance for Nursing Homes and
Intermediate Care Facilities for the Mentally Retarded

RFP No. 0508311002

Out-of-State Medicaid Placements and Special Populations Initiatives

Release Date for RFP: July 26, 2006
Bid Opening: September 1, 2006

DESIGNATED CONTACTS:

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

Jodi Wiley (518) 408-1272

Maureen Clements (518) 408-1233

Permissible Subject Matter Contacts:

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

Submission of written proposals or bids:

Valarie Harris (518) 408-1958

Mary Ann Monaco (518) 408-1272

Submission of Written Questions:

Valarie Harris (518) 408-1958

Mary Ann Monaco (518) 408-1272

Participation in the Pre-Bid Conference:

Valarie Harris (518) 408-1958

Mary Ann Monaco (518) 408-1272

Debriefings:

Valarie Harris (518) 408-1958

Mary Ann Monaco (518) 408-1272

Negotiation of Contract Terms after Award:

Valarie Harris (518) 408-1958

Mary Ann Monaco (518) 408-1272

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

A. INTRODUCTION

The New York State Department of Health (Department) is seeking a qualified contractor to perform three functions in support of the Department's efforts to ensure appropriate access to high-quality, cost-effective services for individuals with special needs.

The contractor should be experienced and knowledgeable about service needs and availability for specialized populations, including but not limited to, those with a diagnosis of mental illness, mental retardation, traumatic brain injury, developmental disabilities or other mentally and/or physically debilitating conditions.

The three functions are:

- Assist the Department in making clinical recommendations for placement in facilities outside of New York State, when an individual's needs cannot be satisfactorily met by providers in the state;
- Assist the Department in ensuring that the federally-mandated Pre-Admission Screening and Resident Review (PASRR) requirements are carried out and met; and
- Assist the Department in special projects, including but not limited to, those that analyze service needs for specific special needs populations and the availability of those services in New York State, and that develop policies and program standards to ensure adequate and appropriate access within New York State to needed services.

The contractor will carry out its responsibilities under the direction of the Department's Office of Health Systems Management (OHSM) and Office of Medicaid Management (OMM).

An agency / organization may bid on this RFP by meeting the eligibility criteria and submitting a proposal that addresses all three contractor functions.

B. BACKGROUND

Since 1995, the Department has utilized the services of a contractor to assess and provide recommendations for prior approval for the placement of individuals requiring Special Care (SC) and Higher level Care (HLC) in facilities outside of New York State. The contractor monitored the clinical status of these individuals and recommended repatriation when appropriate.

Over the past two years the contractor's activities expanded to assist the Department in addressing the growing demand to provide specialized services for residents requiring less restrictive behavioral interventions, those who are ventilator dependent and those with mental disabilities residing in, or seeking admission into a RNF.

Through this RFP, the Department will continue these initiatives to successfully meet federal and state regulations, and to ensure that special needs populations are provided optimum care and support.

C. DETAILED SPECIFICATIONS

The term of this contract is three years with two years renewable for up to four additional years pending the Department's need for the services, appropriation of the required funds and adequate contractor performance. Bidders should anticipate a January 1, 2007 contract start date.

This section of the RFP provides detailed specifications for the three components that the Department seeks to fund. Failure to submit a proposal that includes all three components will result in an automatic failure/disqualification of the proposal.

Component One: Prior Approval and Monitoring for Out-of-State Medicaid Placements

Statement of Intent

In 1995, the Department established the New York State Traumatic Brain Injury (TBI) Program in response to Chapter 196 of the Laws of 1994, Article 28-CC. Subsequently, with appropriated funding, the Department contracted for services to support this legislation.

For nearly a decade the current contractor has assisted in determining whether the specialized care needed for this population was available in NYS, ensured that fiscal reimbursement is made at the appropriate level in accordance with patient need and level of resource consumption. The contractor also monitored the clinical status and quality of care to ensure that rehabilitation and other services delivered by the provider met the unique needs of the individual(s) in a cost-effective manner.

As of June 2005, there are approximately 500 New York State Medicaid residents in facilities outside of New York State receiving specialized care. About 50 have a TBI diagnosis and the remainder are individuals with medical and/or behavioral conditions. These conditions include, but are not limited to Huntington Chorea, pediatric and adult ventilator care and various other central nervous system disorders.

Contractor Scope of Work

The bidder is required to submit a detailed description of its proposed plan for providing the services identified below including, but not limited to the following:

- Review prior approval requests for out-of-state placement for Medicaid recipients requiring specialized care, and provide placement recommendations to the Department;
- Review requests for continuation of neurobehavioral or rehabilitation services currently being provided to New York Medicaid recipients in out-of-state facilities, and provide the Department with a clinical recommendation on the level of care that should be provided;
- Conduct no less than semi-annually, on-site clinical reviews of care and services in out-of-state facilities where there are ten or more NYS Medicaid residents to review the quality and appropriateness of services delivery; conduct desk reviews of service delivery in the intervening months; conduct monthly desk reviews of those out-of-state facilities with less than ten NYS Medicaid residents; report the results on a monthly basis to the Department;
- Assist the Department and other appropriate agency staff, in facilitating alternate placement for New York Medicaid recipients residing in an out-of-state RNF targeted for closure, in immediate jeopardy, or which is unable to meet a resident's presenting clinical needs in the least restrictive environment;
- Assist the Office of Mental Health and DOH with assessments, assisting out of State facilities in discharge planning and linking to placements in New York State for NYS Medicaid recipients receiving services in out of state facilities.
- As needed, attend meetings with Department staff to provide and obtain updates on out-of-state services for rate setting and other activities;
- Provide immediate notification to the Department and any other appropriate NYS agencies, or no less than 20 days, regarding any event(s) of a substantive nature (i.e., unplanned closure of an out-of-state facility or serious incidence of abuse/death where NYS Medicaid residents reside);
- Provide detailed activity reports no less than quarterly, to the Department including but not limited to individual status and activities conducted on behalf of all out-of-state Medicaid recipients including changes in clinical status.

Component Two: Pre-Admission Screening and Resident Review (PASRR) Technical Assistance

Statement of Intent

In 1987, Congress enacted wide-sweeping nursing home reform provisions in the Omnibus Budget Reconciliation Act of 1987 (OBRA '87). Included in the nursing home reform legislation was a Medicaid provision that prohibits RNFs from admitting any person with mental illness (MI)/Mental Retardation (MR) or a related condition, unless the person has been evaluated by the State Pre-Admission Screening and Resident Review (PASRR) program and determined to need RNF services. It also required states to develop and implement a PASRR program by January 1, 1989. The PASRR program was originally implemented in New York State in 1989, with modification in 1993 upon release of final Federal Regulations.

The Office of Mental Retardation and Developmental Disabilities (OMRDD) has responsibility for assuring that PASRR reviews are conducted for RNF applicants and residents with MR related diagnosis. The State Office of Mental Health (OMH), under an agreement with the Department, currently contracts with the Island Peer Review Organization (IPRO) to conduct the OMH PASRRs.

Under this component of the proposed contract, the contractor serves as a technical assistant to the Department's PASRR program staff and serves on the Interagency PASRR Workgroup. The workgroup, which includes OMH and OMRDD seeks to ensure a uniform and consistent approach to this federally mandated program serving those with mental disabilities.

Contractor Scope of Work

The bidder is required to submit a detailed description of their proposed plans for providing the services identified below including, but not limited to the following:

- Provide technical assistance to the Department 's PASRR program staff including but not limited to policy development and interpretation of legislation;
- Serve as a member on the Department's PASRR Interagency Workgroup;
- Share liaison responsibilities with DOH Program staff to OMH and OMRDD relative to PASRR (i.e., response to public inquiries and interpret PASRR legislation);
- Conduct research and make recommendations to enhance program delivery of

services;

- Assist in the development of program policy and protocols to ensure federal and state PASRR compliance, and program uniformity and consistency across agencies;
- As needed, attend meetings with DOH relative to PASRR.

Component Three: Special Needs Population Initiatives

Statement of Intent

Over the past two years, the current contractor has assisted the Department in several ad hoc projects that have resulted in enhanced health care delivery to special needs populations.

For instance, in response to a request by the State Hospital Review and Planning Council, the current contractor assisted the Department in exploring the need for further defining and developing consistent protocols, benchmarks and rates to support weaning ventilator dependent residents in New York State's RNFs.

Through these types of projects, the Department continuously seeks to evaluate and improve the quality and cost effectiveness of healthcare for New York State's consumers, particularly those who are most fragile and vulnerable.

Through this component of the proposed contract, the Department will utilize the services to conduct analyses including but not limited to assessing service need and availability, and evaluating and recommending actions to ensure access to high quality and affordable care for individuals with special needs.

Contractor Scope of Work

The bidder is required to submit a detailed description documenting New York State specific experience in the areas immediately listed below. In the absence of NYS experience, the bidder must be able to demonstrate how other state level experience is relevant to NYS's special needs populations:

- Provide experienced clinical skills in working with special needs populations;
- Conduct research and provide evaluations of programs serving special needs population;
- Provide program and policy development relative to special needs populations;

- Exhibit knowledge of federal and NYS specific governmental programs/services targeting special needs population.

D. PROPOSAL REQUIREMENTS

1. General Requirements

To be eligible to bid for and receive funding, a bidder must have at least three years of verifiable experience in working with the State Medicaid Prior Approval Program and no less than five years of experience with PASRR and research, evaluation and policy development relative to special needs population. All bidders must be able to demonstrate an understanding of federal and state Prior Approval and PASRR rules and regulations.

The bidder must submit a bid, which encompasses all three components, and must submit two originals and three copies of both the Technical proposal and Financial bid. The Technical and Financial components must be submitted in the same package, however, the **FINANCIAL BID MUST BE IN A SEPARATE SEALED ENVELOPE AND PROPERLY IDENTIFIED**. No financial information is to be included in the technical component. Submissions must include a **Face Page**, placed on top of the technical proposal and the Financial Bid submission. (Attachment 1)

Bidders must adhere to the following proposal submission requirements, which address format, substantive content and order. Failure to adhere to the requirements of this section may result in the elimination of the proposal without review, and/or are at risk for a low score (5 point deduction), if the bidder has not organized and ordered the information as specified below.

2. Technical Proposal

The Technical Proposal must be clearly labeled on the cover with RFP number, name of bidder, and the words "Technical Proposal." Failure to correctly and clearly label the cover of the proposal could result in a lower score on the bid. ***Bid Form and other cost information must not be included in the Technical Proposal***.

Do not alter the order of the information in the Technical Proposal from that specified below. Each bullet is a section of the Technical Proposal. Label each section with the correct title (the text in bold type) so that it is easily identifiable.

Use 12 pitch font and one inch margins in each of the following sections:

Program Summary, Bidder Organization Information, Program Design and Activities, HIPAA Procedures. Every page in these four sections must be identified with footer specifying the name of the bidder and the name of the component. Do not exceed 25 pages for these four sections. Sections with more than 25 pages will not be considered and will disqualify the proposal. Material in excess of 25 pages will not be reviewed. **This page limit does not include vitas, resumes and copies of licenses, certifications and diplomas; references; Consultant Disclosure Legislation; and Vendor Responsibility Questionnaire.**

PROGRAM SUMMARY (3-4 page limit)

Provide a detailed description of how the bidder will perform the activities required under the **Contractor Scope of Work as outlined in this RFP** (pages 4-7).

BIDDER ORGANIZATION INFORMATION (4-7 page limit)

- ✓ Document your organization's minimum of three years experience in interpreting and applying relevant statute, rules, regulations and protocol relative to the Medicaid Prior Approval process, and/or five year PASRR experience and research, evaluation and policy development relevant to special needs population.
- ✓ Provide a brief description, including name and address of the Bidder's organization;
- ✓ Provide the full name and address of any organization with which the bidder will subcontract for any services under the selected component and mechanisms for assuring that effective and efficient operations will be maintained in carrying out the provisions of this contract;
- ✓ List responsible officers of each subcontractor, including those individuals authorized to negotiate for subcontractors. List any financial interest the bidder has in proposed subcontractors. Provide evidence of a potential subcontractor's willingness to participate in or enter into sub-contractual arrangements (Attachment 2);
- ✓ Provide an affirmation statement describing the existence of, or potential for, conflicts of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations (Attachment 3);

PROGRAM DESIGN AND ACTIVITIES (12-14 page limit)

Under this section provide a separate detailed description of the Scope of Work for **each** of the three components as noted on pages 4-7 of this RFP. Each component should stand alone, be clearly identified and support the **Scope of Work** to be completed under the specific component.

HIPAA Procedures

Describe procedures to ensure the confidentiality of all information collected by contractor's or sub-contractor's staff, and all information to which these staff have access, including HIPAA compliance procedures. See Attachment 4 for Appendix H, HIPAA Business Associate Agreement. This document will be incorporated into the winning bidder's contract.

Independently Audited Financial Statements

Include a complete copy of the bidder's independently audited financial statements or Dunn and Bradstreet Business Information Reports for the last three years (2003, 2004 and 2005). These independently audited annual financial statements must include full disclosure of all significant litigation affecting the bidder, whether as defendant or plaintiff, and the outcome or status of such litigation. (Attachment 6)

If the bidder proposes to subcontract any portion of the work required under the contract, and the sub-contractor will be paid more than 25% of the bid price, include the same information for each such sub-contractor as is required for the bidder.

References

Include contact information for three organizations that the bidder has contracted with in the past three years. Contact information includes the name and title of the manager most familiar with the bidder's performance who is still employed by the organization, his/her phone number at the organization, and the organization's name, address and general phone number. Also describe the work performed by the bidder for the organization and provide the start and end dates for the contract. (Attachment 7)

Letters of Commitment from Sub-Contractors

Letters from sub-contractors, if any, should provide a detailed description of the work they will perform in support of the proposed bid.

3. Financial Proposal

The financial bid must be submitted in the same package, however, **IT MUST BE IN A SEPARATE SEALED ENVELOPE AND PROPERLY IDENTIFIED AS BEING “FINANCIAL BID ONLY” INCLUDING RFP NUMBER and NAME OF BIDDER.**

Technical proposals must not be included in the sealed financial bid envelope. Failure to correctly and clearly label each sealed envelope could result in disqualification or a lower score on the bid.

2. METHOD OF AWARD

a. Vendor Selection

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

A. Elimination of Proposals without Review

The review, scoring and selection process for all proposals submitted in response to this RFP is described below. Department of Health staff will screen all proposals submitted by the due date/time and eliminate from further consideration, those that:

- Do not submit by the required due date and time;
- Do not submit Financial Bid in separate sealed envelope;
- Do not address all three components

B. Scoring Criteria

Evaluation of the remaining proposals/bids will be based on the technical and financial criteria described below. Proposals must, before weighting (explained below), score at least 53 of the 75 points available on the technical criteria to be eligible for award consideration. Failure to adhere to the proposal submission requirements may result in the elimination of the proposal without review, and/or are at risk for a low score (5 point deduction), if the bidder has not organized and ordered the information as specified.

Technical Criteria

For each of the technical criteria listed below the bidder may provide documentation for other than NYS experience, but must be able to compare/document relevance to NYS.

1. Ability to verify at least three years experience in working with the NYS Medicaid Prior Approval processes; document knowledge and application of the federal and New York State rules, regulations, statutes authorizing these processes and documentation of qualifications, background and clinical skills utilized to assess clinical management of the targeted populations (i.e., individuals with non-traumatic brain injury, traumatic brain injury, MI, MR diagnosis etc.) (Up to 30 points in total).
2. Ability to verify no less than five years experience working with the PASRR program with documented knowledge and application of the federal and State rules and regulations authorizing this program; and specific experience with New York State PASRR program and processes (up to 30 points in total).
3. Ability to verify no less than five years governmental experience and documented program development and service delivery targeting special needs population (up to 15 points).

Financial Criteria

4. Bid price. (up to 25 points)

Technical Review

Technical proposals will be reviewed and scored by Department of Health staff. The Technical Review Team will have three staff, and the Financial Review Team will have two staff.

Reviewers will individually review and score proposals and, only in those instances where there is a major difference in scores, will the reviewers meet, discuss and revise scores, if deemed appropriate.

The total technical score for each proposal will be weighted according to the following formula. Technical score = $(a/b)*75$ where: a = total technical score for the proposal being scored and b = highest technical score among all proposals. Example, if the technical score for a proposal is 70, and the highest technical score for all proposals reviewed is 72, then $(70/72)*(75) = 72.92$. The weighted technical score for the proposal 72.92. The weighted technical score for the proposal with a score of 72 in this example is $(72/72)*(75) = 75$, since it has the highest score.

Vendor Responsibility Review

Financial Viability and Stability Review

Bidders who score 53 or above points before weighting will then be reviewed for financial viability and stability, using information from the independently audited financial statements and any other information deemed appropriate and relevant to this review, to determine whether the bidder has sufficient current and sustained financial capacity, with minimal negative indicators, required to successfully meet the terms of the contract. Bidders who fail this review are not eligible to be awarded the contract and will be eliminated from the review process.

Responsibility Review

Bidders who score 53 points or above before weighting will also be reviewed for responsibility. Reviewers will use the Vendor Responsibility Questionnaire and any other information submitted in the bid proposal or otherwise available or obtained by the Department of Health. Reviewers will consider whether the bidder meets such criteria as satisfactory record of performance, necessary licenses, satisfactory record of business integrity, and compliance with public policy issues. An unfavorable determination in one or more of these areas may result in a non-responsibility determination. Such determination means that the bidder is not eligible to be awarded the contract and will be eliminated from the review process.

Bid Price Score

Proposals that pass the financial viability and stability review

and the vendor responsibility review will then be scored on the financial criterion.

The financial criterion (criterion 5) is computed with a formula. The cost used will be the bid price on the Bid Form.

The following formula will be used: $(a/b)*c = \text{score}$, where a = proposal with the lowest bid price, b = the bid price of the proposal, and c = points available for this criterion. Example: if the lowest price on a component is \$200,000, and the price of the proposal being scored is \$230,000, and there are 25 points available for this criterion, then $(\$200,000/\$230,000) * 25 = (.87) * 25 = 21.74$ points. In this example, the proposal with a bid price of \$230,000 receives 21.74 points on the financial criterion and the proposal with the bid price of \$200,000 receives 25 points.

Reference Checks

The weighted technical score and the financial score will be summed for each bid. The bidder with the highest scoring proposal will then proceed to the reference review. If the bidder passes the reference check, the bidder will be awarded the contract. If the bidder fails the reference check, the references of the next highest scoring proposal will be checked and this bidder will be awarded the contract if it passes the review. This process will be continued until a proposal passes the reference review or until all proposals have been reviewed and all have failed to pass.

Summary of Timeframes

Bidder's Conference	August 11, 2006
Letter of intent (optional)	August 11, 2006
Last day for inquiries/questions	August 18, 2006
Questions and answers posted on Department's website	August 23, 2006
Bid proposal deadline	September 1, 2006 No later than 4:45 p.m.
Bid opening	September 1, 2006 @ 4:50 p.m.
Anticipated award notification	October 6, 2006
Contract start date	January 1, 2007

E. ADMINISTRATIVE

1. Issuing Agency

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

Letter of Intent

Interested bidders are encouraged to submit a letter of intent (Attachment 11). Letters of intent should be mailed to the address below by August 11, 2006.

2. Inquiries

Any questions concerning this solicitation must be directed to specneed@health.state.ny.us or in writing to:

Jodi Wiley
NYS Department of Health
Division of Quality and Surveillance for Nursing Homes & ICFs/MR
Bureau of Strategic Planning and Operations
161 Delaware Avenue
Delmar, New York 12054

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website by August 23, 2006. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

A Statewide (Non-Mandatory) Bidder's Conference to explain the intent of the RFP and to answer questions from bidders, will be held from 1:30 p.m. – 3:30 p.m. on August 11, 2006 at 161 Delaware Avenue, Delmar, New York (Main Conference Room). Those interested in attending should register at the following telephone number: (518) 408-1272. Bidders are strongly urged to attend.

3. Submission of Proposals

Interested vendors should submit two originals and three signed copies of their Bid Proposal not later than 4:45 p.m. on September 1, 2006.

Responses to this solicitation should be clearly marked "Out-of-State Medicaid Placements and Special Populations Initiatives <time date>" and directed to:

New York State Department of Health
Division of Quality and Surveillance for Nursing Homes & ICFs/MR
Bureau of Strategic Planning and Operations
161 Delaware Avenue
Delmar, New York 12054

Attention: Jodi Wiley

It is the bidders' responsibility to see that bids are delivered to 161 Delaware Avenue, Delmar, New York 12054 prior to the date and time of the bid opening. Late bids due to delay by the carrier or not received at 161 Delaware Avenue, Delmar New York 12054 will not be considered.

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

4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO
 - a. Reject any or all proposals received in response to this RFP.
 - b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
 - c. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
 - d. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
 - e. Modify the detailed specifications should no bids be received that meet all these requirements.

- f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

5. Payment

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

Division of Quality and Surveillance for Nursing Homes & ICFs/MR
Bureau of Strategic Planning and Operations
NYS Department of Health
161 Delaware Avenue
Delmar, NY 12054

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

Contractor shall submit to the Department of Health voucher claims on such forms and in such detail as the Department shall require. All vouchers submitted by the contractor pursuant to this agreement shall be submitted to the Department no later than 30 days after the end date of the period for which payment is requested. Payment will be made subject to the contractor's timely and satisfactory completion at appropriate quality levels of the deliverables described under Detailed Specifications. In no event shall the amount received by the contractor exceed the value of the contract. A rate increase of 3% shall be applied at the start of each year of the contract beginning January 1, 2007.

6. Term of Contract

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

The term of this contract is three years with two years renewable for up to four additional years with an anticipated start date of January 1, 2007. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

7. Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals.

8. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors.

Attachment # 7 contains the "Vendor Responsibility Questionnaire" that all bidders must complete and submit with their proposal.

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

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

9. State Consultant Services Reporting

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

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

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

the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

Both of these forms are included as attachment 9 and 10 in this document.

Failure to provide either of these forms with the bid proposal may result in disqualification.

10. Lobbying Statute

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, establishes significant changes to the development of procurement contracts with governmental entities.

In 2003, Governor Pataki issued Executive Order Number 127 *Providing for Additional State Procurement Disclosure* (“EO 127”), to increase disclosure requirements for persons and organizations contacting State government about procurement contracts and real estate transactions. It requires state agencies and certain public authorities to collect and record information from contractors seeking a procurement contract, and those who advocate on behalf of the contractors to influence procurement contracts. The goal of EO 127 is to enhance public confidence in the State’s procurement process by making available to the public information pertaining to the lobbying efforts of those seeking state contracts from state agencies and certain public authorities.

Chapter 1 of the Laws of 2005 expands upon EO 127 and the former lobbying statute. Among other things, the new law:

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in

impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the Temporary State Commission on lobbying;
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

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

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

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York Temporary State Commission on Lobbying (Lobbying Commission) regarding procurement lobbying, the Lobbying Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act

established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the Lobbying Commission.

F. APPENDICES

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B - Request for Proposal
- APPENDIX C - Proposal
The bidder's proposal (if selected for award), including the Bid Form and all proposal requirements.
- APPENDIX D - General Specifications
- APPENDIX E
Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
 - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
 - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
 - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

- **SI-12** – Certificate of Workers’ Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers’ Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
 - **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
 - **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage; OR
 - **DB-120.1** – Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

G. ATTACHMENTS

1. Face Page
2. Subcontractor Organization form
3. Affirmation Statement
4. APPENDIX H
5. N.Y.S Taxation and Finance Contractor Certification Form ST-220
6. Litigation From
7. References
8. N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
9. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
10. State Consultant Services Form B, Contractor's Annual Employment Report
11. Letter of Intend to Bid
12. Financial Proposal Bid form
13. Statutory Summary

**NEW YORK STATE
DEPARTMENT OF HEALTH**

BID FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:

Bidder Address:

Bidder Fed ID No:

A. _____ bids a 5 year total price of \$ _____
(Name of Offerer/Bidder)

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

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

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

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

No

Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State

Finance Law §139-j (Please circle):
No Yes

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):
No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

1d. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
No Yes

1e. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

D. Disclosure of Prior Non-Responsibility Determinations under Executive Order Number 127:

1. Has any covered agency or authority made a finding of non-responsibility related to Executive Order No. 127 regarding the offeror/bidder in the last five years?

No Yes

1a. If yes, please provide details below.

Covered Agency or Authority: _____

Year of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

E. Offerer/Bidder certifies that all information provided to the Department of Health with respect to Executive Order No. 127 is complete true and accurate.

F. Offerer/Bidder agrees to provide the following documentation with their submitted bid/proposal:

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.
2. A completed Contractor Disclosure of Contact form(s) as required in N.Y.S. Executive Order No. 127.
3. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature) _____
(Date)

(Officer Title) _____
(Telephone)

(e-mail Address)

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

APPENDIX D
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:

All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.

- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of Health in strict

accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

restricting competition.

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

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

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

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

N. YEAR 2000 WARRANTY

1. Definitions

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

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

2. Warranty Disclosure

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

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

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

3. Warranty Statement

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

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

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

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

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

- O. **No Subcontracting**
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. **Superintendence by Contractor**
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. **Sufficiency of Personnel and Equipment**
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. **Experience Requirements**
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. **Contract Amendments**
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.
- The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.
- T. **Provisions Upon Default**
1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for

and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

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

State economy.

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

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

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
 - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than

\$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

- i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
- ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
- iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from

Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon

completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. 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 STATE's designated payment office address included in this AGREEMENT; and
 - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 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, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New

York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

FACE PAGE

DIRECTIONS: COMPLETE THIS PAGE AND PLACE IT ON TOP OF ALL MATERIALS SUBMITTED IN RESPONSE TO THIS RFP. DO NOT PUT ANY INFORMATION ON THIS FACE PAGE OTHER THAN WHAT IS REQUESTED.

1. Bidder's Legal Name (must be identical to name of firm on Bid Form):

2. Bidder's business address:

3. Bidder's telephone number:

4. Bidder's fax number:

5. Contact person (individual named on Bid Form as corporate officer responsible for Contract):

6. Contact person's telephone number, if different from Bidder's telephone number:

By signing below, the corporate officer responsible for negotiating this contract agrees to the following:

- a. The proposal and bid cost remain in effect for 180 days after the proposal due date.
- b. The bidder is willing to and capable of executing and performing under a contract containing the terms and conditions specified in this RFP.
- c. Bidder does not have any conflicts of interest OR bidder does have possible conflicts of interest and attached to this face page is a description of current or potential obligations and/or contractual relationships of the bidder and/or any of its subcontractors, which may be interpreted as a conflict of interest with regard to the contract arising from this RFP. Also described are existing organization policies and procedures for managing conflicts of interest.

Signature: _____ Date _____

SUBCONTRACTOR ORGANIZATION

1) Name of subcontractor organization: _____

2) Address of subcontractor organization: _____

Please identify all of the Terms below, which bid to the subcontractor's organization:

	<u>Yes</u>	<u>No</u>
Non-Profit Organization	_____	_____
Small Business	_____	_____
Minority Business	_____	_____
Women-Owned Business	_____	_____

3) List responsible officers including those individuals authorized to negotiate for subcontractor.

4) Describe services/materials to be supplied by the subcontractor under the project and mechanisms for assuring effective and efficient operations.

5) List any financial interest subcontractor has in the offering organization.

6) List any financial interest offeror has in proposed subcontractors.

7) Provide evidence of potential subcontractor willingness to participate or enter into subcontractual arrangements.

Appendix H

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

I. Definitions:

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

II. Obligations and Activities of the Business Associate:

- (a) **The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.**
- (b) **The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.**
- (c) **The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.**
- (d) **The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.**
- (e) **The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.**
- (f) **The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.**
- (g) **The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated**

record set.

- (h) **The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.**
- (i) **The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**
- (j) **The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.**

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

IV. Obligations of Covered Program

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

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

V. Permissible Requests by Covered Program

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

VI. Term and Termination

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

- (2) **In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.**

VII. Violations

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

Miscellaneous

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



Contractor Certification

(Pursuant to Section 5-a of the Tax Law)

For more information, see Publication 222, *Question and Answers Concerning Section 5-a*.

Contractor name				For office use only Contract number
Contractor's principal place of business		City	State	
Mailing address (if different than above)				Estimated contract value \$
Contractor's federal employer Identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number ()	Contracting state agency			

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

Part I. Contract services that are not services for purposes of Tax Law section 5-a

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II - V.)

- The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through V.)

Part II. Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.
- As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part III. Affiliate registration status

- As of the date of this certification, the contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold during such periods is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part IV. Subcontractor registration status

- As of the date of this certification, the contractor does not have any subcontractors.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Part V. Subcontractor affiliate registration status

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(signature)

(title)

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 the _____
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.

Instructions

General information

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, *Contractor Certification*, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term *person* is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A *covered agency* is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations. The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An *affiliate* is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A *subcontractor* is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

Commodities means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

Tangible personal property means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

Completing Form ST-220

Identification information

Contractor name: Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of State.

Contractor's principal place of business: Enter a street address, not a PO box number.

Mailing address: Enter the address where contractor receives mail, if different than the principal place of business.

Contracting state agency: Enter the state agency awarding the contract to the contractor.

Certification statement: If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

Part I – Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an **X**. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, *services* means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term *taxable services* for New York State and local sales and compensating use tax law purposes includes, but is not limited to: 1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

Parts II through V

If the contract is covered under Tax Law section 5-a, you must mark an **X** in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

Schedule A

Column A – Relationship to the contractor

The contractor should enter a **C**. It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an **A**; if a subcontractor, enter an **S**; if an affiliate of a subcontractor, enter **SA**.

Column B – Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C – Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D – ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E – Sales tax ID number

Enter the sales tax identification number, if different from the federal identification.

Column F – Proof of registration

Enter **CA** and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTF, enter **RC**.

Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.

LITIGATION

1) Describe any litigation in which the Bidder is presently involved.

2) Identify possible effects on this project.

REFERENCES

Provide the name,

Reference #1			
Name:			
Address:			
Telephone Number:		Fax Number:	
E-Mail Address:			
Reference #2			
Name:			
Address:			
Telephone Number:		Fax Number:	
E-Mail Address:			
Reference #3			
Name:			
Address:			
Telephone Number:		Fax Number:	
E-Mail Address:			

New York State

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

Vendor Responsibility Questionnaire

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

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

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

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

FEIN#

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

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

FEIN#

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

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

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21	<p>Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; 2. state or federal environmental laws; 3. unemployment insurance or workers' compensation coverage or claim requirements; 4. Employee Retirement Income Security Act (ERISA); 5. federal, state or local human rights laws; 6. civil rights laws; 7. federal or state security laws; 	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<ol style="list-style-type: none"> 8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? 	
	<p>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any</p>	

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<p><i>individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
<p>22</p>	<p>In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>
	<p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>23</p>	<p>Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>
	<p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>24</p>	<p>Is the vendor exempt from income taxes under the Internal Revenue Code? <i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>
	<p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>25</p>	<p>During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>
	<p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>26</p>	<p>Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>
	<p style="text-align: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

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27	<p>Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it?</p> <p>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28	<p>Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years?</p> <p>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29	<p>In the past five (5) years, has the vendor or any affiliates¹:</p> <p>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</p> <p>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</p> <p>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b).

In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

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.

Jodi Wiley
New York State Department of Health
Office of Health Systems Management
Division of Quality and Surveillance
161 Delaware Avenue
Delmar, NY 12054

Subject: Request For Proposal for Out-Of-State Medicaid Placement
and Special Needs Population Initiatives

Dear Ms. Wiley:

On behalf of _____ (name of
organization),

Federal ID# _____, we hereby inform you of our
intention to bid.

The proposal will be submitted before the deadline date September 1, 2006 for the above noted RFP.

Signature of CEO or designee

Title

Mailing Address

Telephone Number: (_____) _____

Fax Number: (_____) _____

E-Mail Address: _____

Financial Proposal Bid Form

It is anticipated that a rate increase of 3% will be provided for each year of the contract. Please provide an initial rate for 12 months of services and increase the annual rate by 3%.

Name of Company _____

Address _____

Contract Person _____

Title _____

Telephone Number _____

Employer Federal Tax ID# _____

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate Per Year	_____	_____	_____	_____	_____

This certifies that the signatory below is authorized to bind this firm to the provisions of this Financial Proposal. The contractor agrees to hold the above rates in effect for the contract term and 2 year renewable.

Authorized Signature: _____ Date: _____

Title: _____

Statutory Summary

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, establishes significant changes to the development of procurement contracts with governmental entities.

In 2003, Governor Pataki issued Executive Order Number 127 *Providing for Additional State Procurement Disclosure* (“EO 127”), to increase disclosure requirements for persons and organizations contacting State government about procurement contracts and real estate transactions. It requires state agencies and certain public authorities to collect and record information from contractors seeking a procurement contract, and those who advocate on behalf of the contractors to influence procurement contracts. The goal of EO 127 is to enhance public confidence in the State’s procurement process by making available to the public information pertaining to the lobbying efforts of those seeking state contracts from state agencies and certain public authorities.

Chapter 1 of the Laws of 2005 expands upon EO 127 and the former lobbying statute. Among other things, the new law:

- 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 Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- 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 Temporary State Commission on Lobbying;
- 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; and

- establishes the Advisory Council on Procurement Lobbying.

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

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

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