

New York State Department of Health

**A Request for Proposals for
Training Services for Board Members of Non-Profit Organizations**

RFP #06-0001/FAU #0610101014

**New York State Department of Health
ESP, Corning Tower, Room 359
Albany, New York 12237-0658**

Bid Opening: January 10, 2007

DESIGNATED CONTACTS:

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

Richard A. Cotroneo, MA, Director
HIV Education & Training Programs
Office of the Medical Director
NYSDOH/AIDS Institute
(518) 474-3045

Mary Ellen Mancinelli
Health Program Administrator I
Office of Administration & Contract Management
NYSDOH AIDS Institute
(518) 473-7238

Permissible Subject Matter Contacts:

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

- Submission of written proposals or bids;
- Opportunity to review existing SBTC-approved training materials;
- Submission of Written Questions;
- Debriefings; and
- Negotiation of Contract Terms After Award:

Mary Ellen Mancinelli
Health Program Administrator I
Office of Administration & Contract Management
NYSDOH/AIDS Institute
(518) 473-7238

Richard A. Cotroneo, MA, Director
HIV Education & Training Programs
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For further information regarding this legislation, see the Lobbying Statute summary in Section E of this solicitation

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A. INTRODUCTION

This Request for Proposal (RFP) seeks proposals from established training entities to implement a statewide training initiative for board members of nonprofit agencies that are regulated, licensed and/or funded by one or more of the following state agencies: Department of Health, AIDS Institute and Center for Community Health (DOH); Office of Alcoholism and Substance Abuse Services (OASAS); Office of Mental Health (OMH). These State agencies will collectively hereafter be referred to as the "State Board Training Consortium" (SBTC) in this RFP.

Additional state agencies may join the SBTC at any time. In addition, the SBTC reserves the right to adjust the scope of work outlined in this RFP in accordance with the best interests of the state.

The SBTC has established a management team, comprised of staff from each of the state agencies, to work with the Successful Offerer to carry out the following three primary components of the initiative:

- A. Regional delivery of existing SBTC-approved core and specialized training programs;
- B. Delivery of tailored, agency-specific, on-site training for leadership and boards of agencies selected by a member of the SBTC management team; and,
- C. Curriculum updating and development of new specialized training as determined by the SBTC management team.

It is estimated that annually as many as 1,500 board members from approximately 1,000 nonprofit agencies may be involved in this training initiative. Training shall be provided statewide in seven distinct regions. The SBTC will supply a listing of nonprofit agencies to which the Offerer should market the training initiative. State agencies participating in SBTC strongly encourage board members from regulated, funded and licensed non-profits to attend these trainings. However, board member attendance at trainings is not mandatory.

The DOH is anticipating funding one organization to carry out the activities outlined in this RFP.

B. BACKGROUND

Nonprofit agencies throughout the State of New York are governed by boards of individuals who volunteer their time and services to assist agencies in carrying out their primary missions. Board members are entrusted with management and oversight of the nonprofit agency and assuring that program staff and administration effectively carry out the agency's mission. Board members have a legal and ethical obligation to keep themselves fully informed about the organization, its finances and its overall operations. In order to carry out this responsibility, individuals who serve on boards need to clearly understand their roles, obligations, and limitations as board members.

Experience has shown that board members are often inadequately prepared to assume their legal and fiduciary responsibilities. In order to best support the functioning of nonprofits affiliated with the state agencies, SBTC began planning in 1998 for the development of an integrated, collaborative and comprehensive statewide training program to support those who serve on nonprofit boards.

In 2000, SBTC implemented a five-year training initiative that concluded in June of 2005. Core and specialized trainings were developed and delivered to board members from nonprofits affiliated with one or more of the state agencies participating in the SBTC. Training curricula developed during the 2000-2005 initiative were evaluated very favorably and the SBTC would like to continue to use these materials in the current initiative. Interested Offerers are encouraged to take advantage of the opportunity to review the existing training materials. This opportunity will take place on December 13, 2006 from 10:00 AM-12:00 PM in Conference Room 412 of the Corning Tower Building, Empire State Plaza, Albany; and on December 14, 2006 from 1:00-3:00 PM in Conference Room 85 (13th floor) at 90 Church Street, NYC. If you are interested in attending either session, please contact Amy Yost at (518) 474-3045 to arrange for admittance to the buildings.

Background information regarding the SBTC members follows:

Department of Health (DOH)

The DOH/AIDS Institute promotes, protects and advocates for health through science, HIV prevention and assurance of access to a coordinated system of quality health care and support services for persons with HIV/AIDS. It is guided in this mission by the following principles:

1. science-based decision making;
2. prioritizing HIV prevention;
3. ensuring a continuum of care and services;
4. providing services accessible to all;
5. promoting continuous quality improvement;
6. collaborative planning involving affected communities; and
7. confidentiality and protections from discrimination.

To accomplish its mission, the DOH/AIDS Institute assumes a national leadership role in HIV prevention and care initiatives in a changing health and social services environment. Its leadership is based on dedication to the public good, commitment to excellence, respect for diversity, and compassion for those infected and affected by the HIV epidemic.

The Department of Health/Center for Community Health (CCH) works collaboratively with local health departments and community organizations to:

- Reduce the incidence of disease and injury,
- Develop and deliver programs to encourage people to exercise and eat healthier,
- Provide access to health services,
- Educate the public about good health habits and how to prevent or reduce the impact of diseases such as diabetes, asthma and cancer, and,
- Provide a wide range of services and assistance to women and children including access to nutritious foods, reproductive health services, rape crisis programs, school health programs and youth development programs.

The Center for Community Health identifies and assists local health departments with disease outbreaks, makes nutritious foods available to pregnant women, infants and children and tracks

cancer incidence across the state. The center conducts public health surveillance to help identify and respond to emerging health threats; to plan, implement and monitor public health programs that respond to these threats; and to show New Yorkers how to minimize health risks. CCH helps local health agencies and community organizations fight diabetes, cancer lead poisoning, adolescent pregnancy, smoking, tuberculosis, sexually transmitted diseases, injuries, abuse, cardiovascular disease, rabies, Lyme disease, osteoporosis, vaccine-preventable diseases, dementias and other public health issues known and still to be discovered.

Office of Alcoholism and Substance Abuse Services (OASAS)

OASAS is responsible for improving the lives of New Yorkers by ensuring quality prevention and treatment services for chemical dependence and compulsive gambling, and promoting recovery from addiction. To achieve this, OASAS:

1. Plans, develops and regulates the state's system of chemical dependence and gambling treatment agencies. This includes the direct operation of 13 Addiction Treatment Centers, which provide inpatient rehabilitation services to 9,000 persons per year;
2. Licenses, funds, and supervises approximately 1,300 local, community-based chemical dependence treatment programs, which serve about 115,000 persons on any given day in a wide range of comprehensive services. The agency inspects and monitors these programs to guarantee quality of care and to ensure compliance with state and national standards;
3. Monitors gambling and substance use and abuse trends in the state;
4. Provides a comprehensive education and prevention program through approximately 1,500 programs based in schools and communities;
5. Promotes public awareness and citizen involvement through community action groups;
6. Pursues state, federal and private sources of funding for services;
7. Establishes linkages of services for clients in other human service agencies and criminal justice system;
8. Provides education and training for persons dealing with clients; and
9. Administers the credentialing of alcoholism and substance abuse counselors as well as prevention practitioners and prevention specialists.

OASAS is also the designated single state agency responsible for the coordination of state-federal relations in the area of addiction services.

Office of Mental Health (OMH)

As New York State's mental health authority, OMH promotes the mental health of all New Yorkers with a particular focus on providing hope and recovery for adults with serious mental illness and children with serious emotional disturbances. The Office of Mental Health works closely with local governments, community providers, and recipients of mental health services and numerous other stakeholder groups to plan and deliver effective services to approximately 630,000 New Yorkers annually. Services provide hope for the future and promote recovery, and are designed to be consumer- and family-focused, responsive to individual needs, and respectful of culture and language. To effectively meet agency responsibilities, the Office of Mental Health organizes day-to-day operations into four lines of business:

1. Regulation, certification, and oversight of New York's multi-faceted public mental health system, which includes more than 2,500 programs operated by local governments and non-profit organizations;
2. Direct provision of State-operated inpatient and outpatient mental health services;
3. Mental health research to advance prevention, treatment and recovery; and
4. Promotion of overall public mental health through education and advocacy for all New Yorkers.

C. DETAILED SPECIFICATIONS

The Successful Offerer will work under the guidance of the SBTC program management team (comprised of representatives from each sponsoring state agency) to carry out the following three primary components of the initiative:

- A. Regional delivery of existing SBTC-approved training programs;
- B. Delivery of tailored, agency-specific, on-site training for leadership and boards of agencies selected by a member of the SBTC management team; and,
- C. Curriculum updating and development of new specialized training as determined by the SBTC management team.

Please Note: All training materials, curriculum, outlines, slides, handouts, training activities, written publications and audiovisual products developed in response to, and as part of, this contract shall become the sole property of the State of New York;

In implementing these three components, the Successful Offerer should be prepared to manage all aspects of the day-to-day operations of a statewide training program, including:

1. Scheduling and payment of training sites that are conveniently located, handicapped accessible and include state of the art audiovisual equipment;
2. Providing qualified training and administrative staff;
3. Developing a comprehensive marketing plan to reach board members and publicizing all scheduled presentations, including direct mailings to nonprofit organizations and board members;
4. Offering trainings free of charge to participants;
5. Carrying out training registration for all participants including being able to receive registration via standard mail, fax, email and on-line and provision of confirmation letters to participants;
6. Printing of all training materials;
7. Maintaining records of registered participants, actual participants and evaluations;
8. Administering training satisfaction surveys, appropriate pre/post tests and compiling and reporting on evaluation data.

Additional Features of this Training Initiative to be Considered by Bidders:

1. The average class size will be between 15 and 30 participants;
2. Workshops with fewer than 15 participants registered two weeks prior to the training date should be cancelled and rescheduled after consultation with the SBTC;

3. All workshops must be offered during hours that would accommodate full-time working professionals. This may require offering workshops during evening hours and/or weekends;
4. During training introductions and as directed by the SBTC management team, the Successful Offerer must credit the Council of Community Services of New York State for the development of the core and currently existing specialized trainings;
5. Upon request, the Successful Offerer shall make available, for inspection by the SBTC, workshop and faculty/trainer evaluation forms submitted by trainees. The Successful Offerer shall make available pre- and post-test instruments to be used to determine training participants' assimilation of workshop content; and
6. Monthly written progress reports shall be submitted by the Successful Offerer to the SBTC. Such reports must detail information on the number of training deliveries conducted during the reporting period, results and analysis of the workshop evaluations, as well as statistical data on the number of participants. Workshop rosters must be maintained on file for each presentation delivered and participant data shall be reflected on both a monthly and cumulative basis.

A. Regional Delivery of 40 Training Programs

A total of 40 workshops will be offered per year across New York State. SBTC-approved trainings that will be delivered include:

1. Duties and Responsibilities of Nonprofit Board Members (3 hours)
2. Legal Obligations of Nonprofit Boards (3 hours)
3. Developing a Fiscally Accountable Nonprofit Board (3 hours)
4. Human Resource Issues for Nonprofit Boards (3 hours)
5. Quality Assurance Responsibilities for Nonprofit Boards (3 hours)
6. Recruiting, Developing and Maintaining a Motivated Board of Directors (3 hours)
7. Strategic Planning: Setting the Course for a Successful Future (3 hours)
8. The Board's Role in Working with Staff Leadership (3 hours)
9. The Independent Audit: A Critical Tool for Governance (1½ hours)
10. Doing the Right Thing: Board Members as Ethical Leaders and Decision Makers (1½ hours)
11. Fund Development for Nonprofit Boards (3 hours)
12. Nonprofit Accounting Basics for Board Members (3 hours)

The Successful Offerer will work with the SBTC program management team to determine the number of workshops, topics and locations for each training. It is anticipated that some workshops will be offered more frequently than others. For the purposes of this training initiative, the state is divided into downstate and upstate, with seven different regions as follows:

Downstate:

New York City
 Long Island
 Hudson Valley/Poughkeepsie

Upstate:

Capital District/Albany
 Central New York/Syracuse

B. Delivery of 16 tailored, agency-specific, on-site trainings per year for leadership and boards of agencies selected by a member of the SBTC Management Team

A critical component of this overall training initiative is the provision of on-site, tailored training for nonprofit agencies specifically selected by SBTC. There may be a variety of reasons that a nonprofit agency may require on-site, tailored training. These reasons may include: changes in leadership; expansion into new program or service areas; state agency monitoring reports that indicate specific weaknesses or deficiencies; fiscal or programmatic instability; difficulty responding to a changing environment; need for stabilization of agency infrastructure; and others.

SBTC management team or a representative from one of the participating state agencies will provide the Successful Offerer with information about agencies to receive tailored, on-site training. It is anticipated that agencies will be identified continuously throughout the course of the year. In some cases, SBTC may request tailored training for two or more similar agencies in the same geographic region. The Successful Offerer must be prepared to make initial contact with a prospective agency within 15 business days and complete all training and reporting activities within 75 business days. The process for developing and conducting these trainings will be as follows:

1. Participate in an initial planning phone conference with a representative from the nonprofit organization and, when deemed necessary, a representative from the overseeing state agency;
2. Develop a tailored training plan that 1) lists key objectives, 2) outlines topics to be covered, 3) defines which board members and agency leadership will attend, and 4) identifies a timeframe for completion;
3. Provide 3-5 hours of on-site, tailored training; and,
4. Report results of training either in narrative format or via phone conference to a representative from the SBTC state agency.

C. Updating Existing Curriculum and Development and Delivery of Additional Specialized Training

SBTC does not anticipate significant revisions to the currently approved trainings. However, based on changes in law, regulation or training evaluation data, the SBTC management team may instruct the Offerer to make curriculum updates or revisions. The Offerer may be instructed to revise training agendas, curriculum, slides, handouts or other training materials.

As determined by the SBTC management team, the Offerer may be instructed to develop a new, specialized, three hour training curricula. In the event that the SBTC management team directs the Offerer to develop a new three hour curriculum, the following curriculum development steps will be implemented:

1. Participate in an initial in-person meeting with SBTC management team to discuss goals, objectives and key content areas of the training.

2. Develop a preliminary training outline for the program that includes the following activities:
 - a. Conducting a literature search and review;
 - b. Defining clear and measurable goals and objectives;
 - c. Outlining of key content areas;
 - d. Describing teaching methodologies; and
 - e. Assessing cultural relevance for racial/ethnic and other minorities.
3. Present preliminary training outline to SBTC management team for feedback and revise the preliminary training outline in accordance with feedback.
4. Submit to the Consortium for approval a Standardized Training Outline for each training program. This must be submitted at least six weeks prior to delivery of a new workshop. The Standardized Training Outline shall address the structure, content, process, and materials for each workshop and shall specifically include:
 - a. A listing of workshop goals to be addressed through the training;
 - b. A detailed outline of all content to be covered in the training and a listing of information sources utilized in developing the content;
 - c. An outline of all learning and teaching methods to be used;
 - d. A listing and description of all trainer materials and equipment to be used in the training;
 - e. A draft copy of all materials to be distributed to participants in conjunction with the training;
 - f. A standardized instrument to assess participant feedback regarding the training experience; and
 - g. A proposed time schedule and structure for delivery of all training activities.
5. Proceed with development of a participant manual once the deliverables cited above have been approved by the SBTC. The manual shall, at a minimum, contain:
 - a. Title Page;
 - b. Table of Contents (paginated content areas noted);
 - c. Introduction to the manual clearly outlining the context in which the manual was developed, the intended target audience(s), training rationale, overall goals and objectives of the training initiative, etc.;
 - d. Overall training goals and objectives;
 - e. Literature citations for topical sections, and notations of suggested additional reading;
 - f. Content sections presented in narrative form (or expanded outlines with major points) in the body of manual; and
 - g. Copies of handouts, overheads and other participant's materials.
6. Deliver a pilot presentation of the program at one upstate and one downstate Consortium approved location in order to obtain feedback on the content and method of delivery. At least 20 participants will attend each of the two-pilot presentations. Revisions based upon feedback and evaluation obtained in the pilot process shall be incorporated by the Successful Offeror in the finalized training outline and participant manual. Both the training outline and participant manual shall then be submitted to the SBTC in Microsoft Word electronic format as well as four hard copies of both documents contained in binders.

D. PROPOSAL REQUIREMENTS

1. General Instructions

In preparing your proposal, please provide information directly relevant to your ability to successfully administer the services outlined in the RFP.

Each Offeror must submit a complete and comprehensive proposal consisting of a separate and distinct technical proposal and financial proposal. The technical and financial proposal must be bound separately. Each proposal should be submitted in a separate, sealed envelope marked "Financial Proposal, RFP #06-0001" or "Technical Proposal, RFP #06-0001." Both the financial proposal envelope and the technical proposal envelope should be mailed or delivered together to the address listed on page 14 of this RFP.

The technical proposal should be limited to 14 double-spaced pages, excluding appendices. Pages should be numbered, using 8.5 by 11 inch paper with 1 inch margins on all sides and an easily legible print type and font size of 12 or larger. Up to five points may be deducted if this format is not followed.

DOH reserves the right to clarify requirements at any time during the process provided the changes are justified and that modifications would not materially benefit or disadvantage a bidder.

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

A cover page should accompany both the financial and technical proposals. The cover page should include the following:

- ♦ Title of proposal;
- ♦ Name of bidder firm, address, phone number, fax number and e-mail address;
- ♦ Name of person authorized to sign a contract for this firm, address, telephone number, fax number and e-mail address;
- ♦ Technical and/or project manager for this proposal, address, telephone number, fax number and e-mail address.

Only those bidders who furnish a complete proposal will be considered for final evaluation.

2. Technical Proposal Requirements

Technical Proposal (Scoring Weight – 80 points)

Each Offeror must submit an original and 8 copies of a complete and comprehensive technical proposal that addresses all factors, including the phasing of tasks, methods to be utilized and scheduling of resources necessary to satisfactorily complete the requirements of the Detailed Specifications.

The technical proposal must reflect an understanding of the training needs of nonprofit boards and include information on how the training is to be organized. Brief biographical sketches and/or resumes are to be appended to each proposal to demonstrate the capability of the Offeror, through its employees or sub-contractors, to meet the requirements of the RFP.

The Technical Proposal, at a minimum, must contain the following sections and be organized as specified below:

A. Organizational Experience and Capacity-- (Scoring Weight - 30 points)

This section should include:

1. A brief history of the organization;
2. Bidder's capability and experience in working with diverse not-for-profit health and human service providers. Provide a list of all trainings offered statewide on a variety of topics to board members of nonprofit organizations to demonstrate the three year minimum experience requirement.
3. A description of your experience in successful implementation of similar projects carried out by your organization that demonstrate the necessary skills needed to a) provide training to nonprofit board members across NYS, b) provide tailored on-site training, and 3) carry out curriculum development and revision.
4. Identification of staff that will be assigned to this project and the qualifications they will bring to the project. Include personal, professional or organizational affiliations, access to technologies or other resources. Include evidence to support their expected success with various components of this project and attach their resumes. Resumes should be attached as an appendix and will not count toward page totals.
5. A listing of all grant funding received for training-related activities in the past 5 years from any state agencies participating in the SBTC. This may be included as an appendix and will not count toward page totals.

B. Program Activities -- (Scoring Weight - 50 points)

Each proposal must provide a management plan that identifies and describes how the project will be planned, directed and evaluated. Include:

1. A description of how your organization would carry out the day-to-day operations involved in administering a statewide training program offering 40 SBTC approved core and specialty workshops, including:
 - a. Scheduling and payment of training sites that are conveniently located, handicapped accessible and include state of the art AV equipment;
 - b. Providing qualified training and administrative staff;
 - c. Preparing these staff to deliver existing SBTC approved trainings;

- d. Carrying out training registration for all participants including being able to receive registration via standard mail, fax, email and on-line;
 - e. Sending all participants confirmation letters a reasonable length of time prior to the trainings;
 - f. Printing of all training materials; and
 - g. Maintaining records of registered participants, actual participants and evaluations;
2. A description of how your organization would use continuous quality improvement and the PDSA (plan, do, study, act) model to conduct formal quality improvement projects to evaluate all aspects of the trainings and the proposed program design including:
 - a. participant satisfaction;
 - b. change in participant knowledge, attitudes, behaviors and beliefs;
 - c. issues related to marketing, registration and course attendance;
 - d. staffing patterns and staff development to support the proposed program; and
 - e. issues pertaining to training agency infrastructure and resources.
 3. A description of how your organization would implement a comprehensive marketing plan to reach board members and publicize all scheduled presentations;
 4. A description of how your organization would work with the SBTC management team and nonprofit agencies to deliver tailored, on-site training to selected nonprofits in accordance with the process outlined on pages 5-6 of this RFP;
 5. A description of how your organization would carry out curriculum updates and develop new training curricula in accordance with the process outlined on page 7 of this RFP; and
 6. A description of the management structure of the project including supervision of training staff, administrative staff, fiscal operations, quality assurance and method of interfacing with the SBTC management team.

3. Financial Proposal Requirements

Note: The Financial Proposal must be bound separately from the Technical Proposal. An original and 8 copies are required.

Financial Proposal (Scoring Weight - 20 points)

The financial proposal consists of a completed Bid Specification Form and your organization's most recent audit with financial statements;

- A. Complete the Bid Specification Form(s) in Attachment B. Each bidder shall use these forms to detail the activities involved in training and curriculum development/revision activities, staff assigned, hourly rates and the total project cost.

Offerors must complete the Bid Specification Table included as part of Attachment B.

- B. An hourly rate increase request will be considered at each contract renewal date. In general, the maximum permitted cost increase will be the percentage increase in the Consumer Price Index (CPI) for the twelve-month period ending two months before the anniversary date of the contract. The increase in the CPI will be based on that issued by the U.S. Department of Labor and Northeastern New Jersey for "All Items". Requests for price increases greater than that amount, such as minimum wage increase, must include an explanation of the special circumstances, along with complete documentation of the increased cost. In any case, rate increases may not exceed five percent. Any increase on a State-funded contract must have the approval of the Office of the State Comptroller.
- C. Each bidder is required to submit evidence of the vendor's ability to maintain cash flow and payroll given no advance payment for the project and the schedule of monthly vouchering for deliverables. Examples of such evidence include the Dunn and Bradstreet Report for the current year for their firm, or the most recent audit with financial statements or a current agency Cash Flow Forecast. This should be bound with Attachment B in the separate Financial Proposal.

4. Method of Award

a. Technical Evaluation

A Technical Evaluation Team will evaluate and score each proposal that meets the requirements for the Technical Proposal by assessing each bidder's ability to provide the services based on the scoring system described in this RFP. The scoring will be based on a number of factors including the technical merit and clarity of the proposal, an assessment of past experience and current qualifications of the bidder. Information from the Financial Proposal, or evaluation thereof, will not be available to the Technical Evaluation Team during their evaluation.

Technical Evaluation Score = $(a/b) * 80$, where:

a = evaluation score for the bidder being scored; and

b = highest evaluation score of all bidders.

80 = total points available

Each response requirement will be evaluated against predetermined standards based on industry norms, current practice, and efficiency and soundness of approach. The detailed evaluation criteria and weight of the components will not be disclosed to bidders prior to selection of a winner.

b. Financial Evaluation

A Financial Evaluation team will evaluate each bidder's Financial Proposal. The evaluation will be totally independent of the technical evaluation. The financial evaluator will not see or participate in review of the technical proposal. In evaluating

each Financial Proposal, the Financial Evaluator will assess the documentation provided by the bidder demonstrating the firm's ability to maintain cash flow and payroll. For those bids meeting the requirements of the Financial Proposal, the Evaluator will score the total project cost using the formula below.

Financial Evaluation Score = $(a/b) * 20$ where:

a = lowest total project cost of all bidders; and
b = total project cost for the bidder being scored; and
20 = total points available

c. Vendor Selection

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

- meeting the RFP requirements;
- an assessment of the vendor's experience and qualifications;
- an assessment of the vendor's ability to maintain cash flow and payroll;
- the technical merit of the proposal;
- the clarity of the proposal; and
- the total project cost.

All of these factors are reflected in the Total Combined Score as defined below.

d. Total Combined Score

The bidder's technical score and financial score will be combined by the Technical Evaluation Team Leader using the following formula:

$$\begin{aligned} & \text{Technical Score (maximum 80\%)} \\ + & \text{Financial Score (maximum 20\%)} \\ \hline \text{Total Combined Score} & = \text{(maximum 100\%)} \end{aligned}$$

The Selection Committee will select the bidder with the highest Total Combined Score whose proposal meets all the project requirements and, in the Committee's judgment, reflects the best value.

E. ADMINISTRATIVE REQUIREMENTS

1. Issuing Agency

This Request for Proposals (RFP) is issued by the New York State Department of Health. The Department of Health is responsible for the requirements specified herein and for the evaluation of all proposals.

2. Eligibility

Nonprofit training organizations, community based organizations and academic institutions with a minimum of three years of demonstrated experience providing training statewide on a variety of topics to support the effectiveness of board members of nonprofit organizations.

3. Inquiries

A bidders conference will not be held for this project. All bidders will be allowed to submit questions via e-mail to HIVET@health.state.ny.us, via facsimile to 518-473-8814, or by U.S. Mail to the following address, to be received no later than 5:00 p.m. on December 12, 2006.

Richard Cotroneo
New York State Department of Health, AIDS Institute
HIV Education and Training Programs
ESP, Corning Tower, Room 244
Albany, NY 12237-0658

Questions and written responses will automatically be posted on the Department of Health's website at www.state.ny.us/funding no later than December 22, 2006. Responses to any inquiries are not official until received in writing from the Department of Health and/or posted on the website.

4. Non-Mandatory Letter of Intent to Bid

Submission of a non-mandatory Letter of Intent to Bid is encouraged. Failure to submit a letter of intent will not preclude the submission of a proposal. However, responses to written questions and any updates or modifications to this RFP will be provided automatically **only** to those potential bidders who submit a letter of intent. Prospective bidders wishing to receive any written updates including responses to submitted questions should submit a Letter of Intent to Bid by mail, fax or e-mail to be received no later than 5:00 PM on December 12, 2006 to Richard Cotroneo via surface mail (Rm 244, Corning Tower – ESP, Albany, NY 12237); FAX # (518) 473-8814; or e-mail (HIVET@health.state.ny.us). A sample Letter of Intent to Bid is included as Attachment A.

5. Submission of Proposals

Interested vendors should submit a signed original and eight signed copies of their bid proposal no later than 5:00 pm on January 10, 2007. Responses to the RFP should be clearly marked "Training Services for Board Members of Nonprofit Organizations RFP 06-0001." Proposals should be delivered to the following address:

Valerie J. White, Director
Administration & Contract Management
NYSDOH/AIDS Institute
ESP, Corning Tower, Room 359
Albany, NY 12237-0658

It is the bidders' responsibility to see that bids are delivered to **Room 359** by the date of the bid opening. Late bids due to delay by the carrier or those not received in the Department's mail room in time for transmission to **Room 359** will not be considered.

The detailed bid sheet must be filled out in its entirety and all other requirements of the Financial and Technical Proposals must be included. The name listed on the Bid Specification Form (Attachment B) should be the corporate officer responsible for contract negotiations. This form must also contain the corporate officer's signature.

The Financial Proposal and the Technical Proposal must be bound separately. **Financial information should not be included in the technical proposal.**

All evidence and documentation requested under Proposal Requirements must be provided at the time the proposal is submitted.

6. 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 detail specifications should no bids that meet all these requirements be received.
- f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor(s) within an acceptable time frame, the Department of Health/AIDS Institute may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

7. Payment

The activities of this project will be reimbursed using a monthly voucher process. Vouchers will be submitted monthly for management review services or accounting services that are provided during the previous month. Vouchers must be accompanied with detailed documentation of all services provided.

Contractor(s) shall submit invoices to the State's designated payment office:

Administration & Contract Management
NYS Department of Health, AIDS Institute
ESP Corning Tower, Room 359
Albany, NY 12237-0658
Attention: Mary Ellen Mancinelli

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 upon submission of an acceptable standard voucher. There will be no advance of funding under this contract. Payment terms will be based on an hourly rate for the number of hours for which the services are provided. Reimbursement for necessary travel expenses associated with carrying out responsibilities under the contract will be processed separately (in addition to the hourly rate), based on State travel reimbursement rates.

8. Term of Contract

This RFP will be funded with State funds. The agreement(s) shall be effective upon approval of the NYS Office of the State Comptroller.

The anticipated start date for contracts resulting from this solicitation is April 1, 2007. The contract term will be for a one-year period with the option to renew for four additional one-year periods based on satisfactory performance.

This agreement may be canceled at any time by DOH giving not less than thirty (30) days written notice that on or after a date therein specified; this agreement shall be deemed terminated and canceled.

9. 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 and must occur within six months from the date of the award announcement.

10. Vendor Responsibility

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

Attachment D 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. Department of Taxation and Finance's Contractor Certification
- Form ST-220-CA (Attachment E)

11. 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. This form is included as Attachment F and must be completed and submitted with the proposal.

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" (Attachment G) 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.

12. Lobbying Statute

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

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the 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 public 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. Section 139-j and 139-k are collectively referred to as "new State Finance Law."

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Temporary 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 © 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 contracts 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

- o **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**
- o **DB-120-1 – Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance; OR**
- o **DB-155 – Certificate of Disability Benefits Self-Insurance**
- **Appendix H – Health Insurance Portability and Accountability Act (HIPAA) (if applicable)**

ATTACHMENTS

ATTACHMENT A

**Training Services for Board Members of Nonprofit Organizations
RFP #06-0001**

Letter of Intent to Bid (Sample)

Bidder Name _____

Federal Employer ID# _____

Address _____

Contact Person _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

Signature of Individual Authorized to
Bid for the Organization/Firm

ATTACHMENT B

BID SPECIFICATION FORM – INCLUDE IN FINANCIAL PROPOSAL

AND

DECLINATION TO BID FORM

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. 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-CA.
2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

_____	_____
(Officer Signature)	(Date)
_____	_____
(Officer Title)	(Telephone)

(e-mail Address)	

Bid Specification Table
Training Services for Board Members of Non-Profit Organizations
RFP #06-0001

Activity	Indicate a Specific Dollar Rate Per Activity as Indicated Below (use round figures)
Regional delivery of 22* SBTC approved trainings in DOWNSTATE locations in accordance with specifications outlined on page 5-6 of this RFP	Rate per workshop: \$_____ x 22 = \$_____
Regional delivery of 18* SBTC approved trainings in UPSTATE locations in accordance with specifications outlined on page 5-6 of this RFP	Rate per workshop: \$_____ x 18 = \$_____
Delivery of 16* tailored, on-site trainings to SBTC nonprofits selected by the SBTC in accordance with specifications outlined on pages 6 of this RFP	Rate per on-site training: \$_____ x 16 = \$_____
Develop one new training curriculum in accordance with specifications outlined on pages 6-7 of this RFP	Rate to develop one curriculum: \$_____
Provide an hourly rate for revising existing SBTC-approved training curriculum in accordance with specification outlined on page 6 of this RFP.	Hourly rate _____ x 30 = \$_____
GRAND TOTAL: Add columns 1-5	

* The SBTC reserves the right to adjust the number of trainings delivered under each component above. The final award may vary based on specific training needs or availability of funds as determined by the SBTC management team

Note:

Offerors must bid on all 5 activities above in order to be considered for an award.

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

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

ATTACHMENT C

**New York State Department of Health
Request for Proposals for
Training Services for Board Members of Non-Profit Organizations
RFP #06-0001**

Contractor Checklist for Proposal Submission

Bidder Name: _____

_____ The Technical Proposal and the Financial Proposal are bound separately, with pages in each proposal numbered and printed on 8.5 by 11 inch paper, using a font size of 12 or larger.

_____ The Technical Proposal does not exceed 14 double-spaced pages (excluding appendices) and includes:

- _____ Cover page with specified information
- _____ Information on Organization Experience and Capacity and Program Activities as specified in the instructions for completing the technical proposal
- _____ Resumes of key staff (which will be considered an appendix)

_____ Financial Proposal includes:

- _____ Cover page with specified information
- _____ Attachment B -- Completed Bid Form and Bid Specification Form
- _____ Evidence of vendor's ability to maintain cash flow and payroll given no advance payment (e.g. Dunn and Bradstreet report for firm, most recent audit or financial statements)

_____ Signed original plus eight (8) additional copies of the Technical and Financial proposals are enclosed.

_____ Vendor Responsibility Questionnaire (Attachment D)

_____ Form ST-220 (Attachment E)

_____ State Consultant Services Form A (Attachment F)

ATTACHMENT D

VENDOR RESPONSIBILITY QUESTIONNAIRE

Instructions for Completing the Questionnaire

The New York State Department of Health (NYSDOH) is required to conduct a review of all prospective contractors to provide reasonable assurances that the vendor is responsible. The attached questionnaire is designed to provide information to assist the NYSDOH 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.

Please note: Certain entities are exempt from completing this questionnaire. These entities should submit only a copy of their organization's latest audited financial statements. Exempt organizations include the following: State Agencies, Counties, Cities, Towns, Villages, School Districts, Community Colleges, Boards of Cooperative Educational Services (BOCES), Vocational Education Extension Boards (VEEBs), Water, Fire, and Sewer Districts, Public Libraries, Water and Soil Districts, Public Benefit Corporations, Public Authorities, and Public Colleges.

**STATE OF NEW YORK
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
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): Yes No
- Minority Business Enterprise (MBE)
 - Women's Business Enterprise (WBE)
 - Disadvantaged Business Enterprise (DBE)?

Please provide a copy of any of the above certifications that apply.

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? Yes No
- 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.*

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? Yes No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.
 - 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? Yes No
List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.
 - 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? Yes No
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.
 - d) An officer of any political party organization in New York State, whether paid or unpaid? Yes No
List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

- 21.** 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:
- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; Yes No
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?
- b) 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? Yes No
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of: Yes No
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;

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

	<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any 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>	
22.	<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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><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>	
23.	<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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><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>	
24.	<p>Is the vendor exempt from income taxes under the Internal Revenue Code? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	
25.	<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? <input type="checkbox"/> Yes <input type="checkbox"/> No <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? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	
26.	<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? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><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>	

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

27. Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>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.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29. In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>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.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
30. Please attach a copy of your organization's latest audited financial statements to this questionnaire.	

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.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Owner/Officer _____

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

ATTACHMENT E

Form ST-220



Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

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

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____

(insert contract number or description)

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

If you have questions, please call our information center at 1 800 698-2931.

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }

SS.:

COUNTY OF }

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

Town of _____,

County of _____,

State of _____; and further that:

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

[] (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

[] (If a corporation): he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[] (If a partnership): he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[] (If a limited liability company): he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?



Internet access: www.nystax.gov (for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

ATTACHMENT F

State Consultant Services Form A

ATTACHMENT G

State Consultant Services Form B

State Consultant Services

FORM B

OSC Use Only

Reporting Code:

Category Code:

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

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

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of

(use additional pages if necessary)

Attachment H

REFERENCED CONTRACT APPENDICES

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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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

to 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.

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

3. Warranty Statement

the 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.