



STATE OF NEW YORK  
DEPARTMENT OF HEALTH

Corning Tower

The Governor Nelson A. Rockefeller Empire State Plaza

Albany, New York 12237

January 2007

Dear Colleague:

The New York State Department of Health is soliciting proposals from qualified vendors to develop, implement, and evaluate an Evaluation Capacity Building Project. This project aims to build the capacity of minority health community coalitions, addressing racial and ethnic health disparities, to implement a system of practice in which quality program evaluation and its appropriate uses are ongoing within the coalitions' operational structures.

Funds will be made available for up to four years to support one organization with a minimum of three (3) years experience managing program evaluation projects in partnership with community based organizations or other health and human service organizations delivering services to racial and ethnic minorities in the state.

The proposal requirements and guidelines are available to the public through the New York State Department of Health's website at [www.nyhealth.gov/funding/](http://www.nyhealth.gov/funding/)

If you have difficulty downloading the RFP and want a hardcopy, or have questions, please refer to the contact information provided.

Sincerely,

Wilma E. Waithe, RD, CDN, PhD  
Director  
Office of Minority Health

**New York State Department of Health  
Office of Minority Health**

**Request for Proposals**

**Evaluation Capacity Building Project**

**RFP # 0612140934**

**Schedule of Key Events:**

<b>Bid Opening:</b>	March 23, 2007, 3:00 p.m.
<b>Letters of Interest and Questions Due:</b>	February 16, 2007, 4:00 p.m.
<b>Responses to RFP Questions Available:</b>	March 2, 2007
<b>Proposal Submission Deadline:</b>	March 23, 2007, 2:00 p.m.
<b>Anticipated Award Date:</b>	May 1, 2007

**Contact Information:**

Barry R. Sherman, Ph.D.  
New York State Department of Health  
Office of Minority Health  
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(518) 474-2180

**New York State Department of Health  
Office of Minority Health**

**Request for Proposals  
Evaluation Capacity Building Project**

**RFP # 0612140934**

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

**DESIGNATED CONTACTS:**

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

Barry R. Sherman, Ph.D.  
Office of Minority Health  
NYS DOH  
(518) 474-2180

Wilma E. Waithe, Ph.D.  
Director, Office of Minority Health  
NYS DOH  
(518) 474-2180

**Permissible Subject Matter Contacts:**

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

RFP Release Date:

- Submission of written proposals or bids
- Submission of Written Questions
- Participation in the Pre-Bid Conference
- Debriefings
- Negotiation of Contract Terms after Award

Barry R. Sherman, Ph.D.  
Office of Minority Health  
NYS DOH  
(518) 474-2180

Wilma E. Waithe, Ph.D.  
Director, Office of Minority Health  
NYS DOH  
(518) 474-2180

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

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## A. INTRODUCTION AND PURPOSE:

The Institute of Medicine (IOM) and the Agency for Healthcare Research and Quality (AHRQ), in reports titled *Unequal Treatment: Confronting Racial and Ethnic Disparities in Healthcare* and the *National Healthcare Disparities Report* respectively, provide compelling evidence for the pervasiveness of disparities in the health care system related to race, ethnicity, and socioeconomic status. Despite challenges in demonstrating cause and effect relationships, there is growing recognition that eliminating health disparities requires comprehensive multi-strategy approaches, including changing systems at the community level. In 1999, the Office of Minority Health, under its Minority Health Partnerships Program, began supporting community coalitions to design and implement coalition-driven, asset-based, neighborhood-specific interventions aimed at influencing community level change to reduce health disparities in targeted communities.

The New York State Department of Health is soliciting proposals to develop, implement and evaluate an Evaluation Capacity Building Project. Stockdill, Baizerman & Compton (2002) define evaluation capacity building (ECB) as “a context-dependent, intentional action system of guided processes and practices for bringing about and sustaining a state of affairs in which quality program evaluation and its appropriate uses are ordinary and ongoing practices within and /or between one or more organizations/programs/sites.”<sup>1</sup> [As these authors have also noted, evaluation capacity building differs from program evaluation in perspectives as well as practitioner roles (see Tables 1 and 1.1).] It is expected that bidders will be aware of and understand these differences and their implications for accomplishing the deliverables associated with this Request for Proposals.

Lessons learned from two cohorts of community coalitions funded through this program revealed that fully mobilized community coalitions (that is, community coalitions that maximize communities’ unique combinations of assets<sup>2</sup>) are unique opportunities to affect community-level systems compared to community-based organizations operating independently. For example, fully mobilized minority health community coalitions are effective in engaging a wide variety of community sectors and assets (local institutions, citizens’ associations, and community residents) in planning and implementing interventions and activities to reduce health disparities; leveraging additional resources to support neighborhood-specific strategies; and, developing and pursuing a vision for improving individual and community health. Lessons learned also revealed that community coalitions can maximize their effectiveness by incorporating policies and practices in which quality program evaluation and its appropriate uses are ongoing within their operational structures.

The Office of Minority Health, through this Request for Proposal (RFP), seeks to build the evaluation capacity of four new community coalitions, funded under its Minority Health Partnerships Program. These community coalitions are required to conduct three activities that are critical to the evaluation capacity building project. First, each coalition is required to develop a plan of work that is based on the *Spectrum of Prevention*.<sup>3</sup> The *Spectrum of Prevention*

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<sup>1</sup> S.H. Stockdill., M. Baizerman., & D.W. Compton. (2002). Toward a definition of the ECB process: A conversation with the ECB literature. *New Directions for Evaluation*. No 93,7-25.

<sup>2</sup> J.P. Kretzmann and J.L McKnight. (1993). *Building communities from the inside out*. ACTA Publications.

<sup>3</sup> L. Cohen & S. Swift. (1999). *The spectrum of prevention: Developing a comprehensive approach to injury*

**Table 1:  
Comparisons of Perspectives on Program Evaluation and ECB**

Structural Elements	Perspectives	
	Program Evaluation	Evaluation Capacity Building
Overall Process	Program evaluation is a process of systematically using a recognized model in accordance with at least the Joint Committee’s standards to complete an agreed-upon program evaluation study.	ECB is a context-dependent, intentional action system of guided processes and practices for bringing about and sustaining a state of affairs in which quality program evaluation and its appropriate uses are ordinary and ongoing practices within and/or between one or more organization/programs/sites.
Actual Practices	Doing quality program evaluations using acceptable models (e.g., Stufflebeam 2001).	Ongoing guided processes and practices for bringing about and sustaining a state of affairs in which quality program evaluation and its appropriate uses are ordinary and ongoing practices within and/or between one or more organizations/programs/sites.
Occupational Orientation and Practitioner Role	Occupational orientation to carrying out a study and enhancing its likely uses according to the norm of the discipline/profession/field.	Occupational orientation to try to keep evaluation as a necessary everyday administrative part of an organization’s structure, culture, and work practice internally and in relation to other entities in its environment.

**Table 1.1:  
Comparisons of the Program Evaluation Practitioner Role and the ECB Practitioner Role**

Program Evaluation Practitioner	ECB Practitioner
<ul style="list-style-type: none"> <li>▪ Has program knowledge and skills</li> <li>▪ Designs and carries out a program evaluation in a professional and expert manner adhering at a minimum to the Joint Committee’s standards</li> <li>▪ Manages evaluations</li> <li>▪ Knows how to carry out an evaluation within an organization and its structure, culture, and politics as an internal or external evaluator</li> <li>▪ Facilitates the use of the evaluation</li> <li>▪ Works primarily within an organizational or program context</li> <li>▪ Belongs to a community of expert evaluators</li> <li>▪ Orients toward doing a quality evaluation that is used</li> <li>▪ Orients to a politics of discrete studies, client needs, professional reputation, and so forth.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Imagines, conceptualizes, envisions, co-creates, and co-sustains a state of affairs in which evaluation and its use is ongoing</li> <li>▪ Holds a perspective on how every evaluation may contribute to sustaining the necessary state of affairs and works strategically to those ends</li> <li>▪ Co-designs and makes ordinary the everyday practices necessary to sustain the state of affairs and to support each, every, and all discrete evaluation studies and their uses</li> <li>▪ Uses a long-term, open-ended process for making the organization or program a place in which program evaluation as such and each program evaluation study can be used to enhance organizational effectiveness</li> <li>▪ May belong to multiple occupational communities, including evaluators, managers, and executives</li> <li>▪ Orients outward toward co-creating and co-sustaining the necessary state of affairs for program studies and their uses</li> <li>▪ Orients to a politics of guiding and sustaining organizational change learning, and development.</li> </ul>

provides a framework within which to develop comprehensive and multi-faceted interventions that are aimed at community-wide (individual, organization and systems) change. It identifies six levels of intervention—strengthening individual knowledge and skills, promoting community education, educating providers, fostering coalitions and networks, changing organizational practices, and developing/influencing policy, which when implemented simultaneously, enables community coalitions to move beyond uni-dimensional approaches. It is anticipated that each community coalition’s evaluation question(s) will emerge from one or more of these intervention levels.

Second, each community coalition is required to develop evaluation plans that accomplish two goals: use of program evaluation as a tool for assuring continuous improvement and coalition learning; and, produce an evaluation report of the coalition’s effectiveness in reducing the targeted health disparity. These evaluation plans will be key source documents for the evaluation capacity building project. It is anticipated that the plans will be critiqued and strengthened as part of evaluation capacity building process and, that community coalitions will be provided ongoing training and technical assistance in the implementation of these plans, data collection and analysis, and program evaluation report generation.

Third, each community coalition is required to create/maintain an evaluation subcommittee as part of its infrastructure. It is anticipated that this subcommittee will oversee implementation of the community coalition’s evaluation plan and will constitute the pool of participants from which the evaluation capacity building project will draw for training and technical assistance. In addition, each community coalition will identify a primary contact from this subcommittee to be the first line of communication with the ECB Project.

The purpose of the evaluation capacity building project is to assist community coalitions in the development and implementation of their program evaluation plans, provide training and targeted technical assistance in order to build/strengthen the capacity of each coalition to: 1) conduct its own program evaluation and, 2) implement a system of practice in which quality program evaluation and its appropriate uses are ongoing within the coalitions’ operational structures. It is also expected that this project will result in building program evaluation assets within the communities being served by the coalitions.

Measurable outcomes of this project will be in alignment with long-range goals of the Office of Minority Health to maximize organizational efficiencies of community-based organizations, through community coalitions, that are proving to be successful in reducing identified health disparities in targeted communities.

## **B. DETAILED SPECIFICATIONS:**

There are five deliverables for the evaluation capacity building project:

### **1. Community Coalition Program Evaluation Assets and Needs Assessment**

Assess program evaluation needs and assets of each of the four community coalitions. This assessment includes, but is not limited to: 1) reviewing, critiquing and providing feedback on each coalition’s program evaluation plan which should describe, at a minimum, the coalition’s specific, measurable and time-specific objectives for each of the six levels of the Spectrum of Prevention; data collection and analysis system(s); 2) assess each community coalition’s program evaluation infrastructure and capacity for data collection, analysis, conducting program evaluation, and generating a program evaluation report; 3) determine the community coalition’s understanding of the logic of

its proposed plan of work and its relationship to the goal of reducing racial and ethnic disparities in the target community; 4) assess the level of program evaluation knowledge, proficiency and skill among community coalition evaluation sub-committee members; and 5) identify each coalition's program evaluation training and technical assistance needs.

The culmination of the assets and needs assessment component of the evaluation capacity building project will be an evaluation capacity building plan. This plan should describe, at a minimum, strategies for: maximizing community coalitions' program evaluation strengths, improving areas of weakness through a system of evaluation capacity building training and technical assistance; capturing centralized and coalition-specific data collection, analysis and reporting; communicating with coalitions' evaluation subcommittees, and the NYS Department of Health, Office of Minority Health.

Note: Bidders can propose a variety of approaches for completing assets and needs assessment meetings with community coalitions. The approaches proposed must, however, include at least one in-person site visit with each community coalition. (See Attachment 9 for list/locations of Office of Minority Health community coalitions)

## 2. Training

Provide training services to four community coalitions on conducting program evaluations and implementing a system of practice in which quality program evaluation and its appropriate uses are ongoing within the coalition's operational structure. Training topics may include, but are not limited to: program logic modeling and/or other conceptualizations of program theory; development of evaluation questions; program implementation and effectiveness measures; data collection, management and analysis strategies; benefits and utility of quantitative and qualitative methods; conducting program evaluation (learning by doing); writing program evaluation reports; and, using program evaluation findings.

## 3. Technical Assistance

Provide technical support services to community coalitions to ensure that each of the coalitions has the capacity to conduct its own program evaluation and implement a system of practice in which quality program evaluation and its appropriate uses are ongoing. Topics for technical assistance may include, but are not limited to: creating and maintaining useful data collection systems; using program evaluation models; identifying evaluation stakeholders and building awareness and understanding among them of the benefits of program evaluation; developing and refining data collection instruments; using program evaluation as a tool for coalition learning and ongoing quality improvement; using evaluation plans; developing and using program logic models; conducting focus groups and other data gathering techniques; and preparing evaluation reports for the Department of Health.

Note: Bidders must take into consideration that while technical assistance can be delivered electronically, via the telephone, or in a group setting, on-site technical assistance will be required.

## 4. Evaluation Capacity Building Database Development and Management

Create a centralized database in which all of the centralized community coalition measures and the ECB products are compiled. It is expected that the successful bidder will create and manage a database to be utilized in the development of reports submitted

to the Department of Health on a quarterly and annual basis. In addition, these data will be used for feedback and quality improvement with the participating coalitions.

#### 5. Evaluation Capacity Building Evaluation

Evaluate the evaluation capacity building project—its strengths, opportunities for improvement, and the extent to which it is an effective strategy for building the community coalitions' capacity to use program evaluation. Submit an evaluation report (addressing overall findings and lessons learned) along with the final quarterly report for the project period.

### C. PROPOSAL REQUIREMENTS

Proposals must include 2 components—a technical proposal and a cost proposal. The contents of each are as follows:

#### **(1) Technical Proposal [Maximum Page Limit: 25 (75 points)]**

The technical proposal is a description of how the bidder intends to accomplish the deliverables of this Request for Proposals. The descriptive content should be double-spaced, using no smaller than a 12-pitch font, and a minimum of 1-inch margins (right, left, top and bottom) on 8 ½ by 11-inch paper. There are five sections to the technical proposal. Each section should not exceed the maximum page limit for that section. Listed next to each section are the maximum evaluation points assigned to that section. The sections of the technical proposal are:

##### **1. Proposal Cover page** including all of the following information—a sample cover page is included as **Attachment 12 (1 page - not scored, but 5 points deducted if missing)**

Name of bidder

Project Director—name, title, address, e-mail address, telephone and FAX number

Person authorized to sign a contract for bidder organization name, title, address, e-mail address, telephone and FAX number

Federal Internal Revenue Tax Identification Number

Original signature(s) of the Project Director and the individual authorized to enter into contractual agreement by bidder

##### **2. Executive Summary (2 pages - not scored but 5 points deducted if missing)**

Summarize all components of the technical proposal

##### **3. Organizational Experience and Capacity [5 pages – (10 points)]**

The bidder should describe the organization's experience and capacity to achieve the purpose of the project, including demonstrated experience in conducting program evaluations with community-based health and human service programs in minority communities.

The bidder should describe the organization's past and present experience, including successes and challenges, conducting and/or managing evaluation projects and approaches to evaluation in minority communities (an organizational chart, letters of references from customers, executive summaries of evaluation reports and copies of publications should be provided in support of claims made.)

Personnel (including subcontractors) involved in this project should be qualified, including documented evidence of their knowledge and experience in project management, quantitative and qualitative methods, and fiscal controls and accounting procedures to ensure prudent use, proper and timely disbursement and accurate accounting of funds received under this announcement.

The bidder should describe the organization's past and present experience managing evaluation capacity building projects. (Letters of recommendation and executive summaries of project reports and/or publications should be provided.)

The bidder should describe the organization's understanding of how to develop, implement and evaluate an evaluation capacity building project with community coalitions (addressing the reduction of a targeted racial and ethnic health disparity) and overall project design, including a four-year timeline that delineates clear goal statements, measurable objectives and activities that achieve the performance goal stated in the "Introduction and Purpose" section of this Request for Proposals.

The bidder should describe how the organization will comply with Department of Health requirements for quarterly and annual reporting.

#### **4. Description of Need [5 pages – (15 points)]**

The bidder should describe a comprehensive yet concise review of the relevant literature. The review should:

Demonstrate a thorough understanding of the intersection of program evaluation, evaluation capacity building, community coalitions, community-wide change and reduction of health disparities;

Reflect the bidder's knowledge and understanding of the unmet need and challenges involved in building evaluation capacity within complex organizational structures and institutionalizing program evaluation (particularly in community coalitions).

Provide a context and rationale for the proposed project plan in a manner that underscores how the proposed project plan is innovative and, if successfully implemented and evaluated, will likely meet the needs identified and address the challenges noted.

#### **5. Proposed Project Plan [12 pages – (50 points)]**

The bidder should address the manner in which all of the project deliverables will be provided (including subcontracting where necessary).

(1) The bidder should describe a sound plan for conducting community coalitions' assets and needs assessments.

(2) The bidder should describe a clear, cohesive and feasible plan for providing training.

(3) The bidder should describe a clear, cohesive and feasible plan for providing technical assistance.

(4) The bidder should describe a sound plan for database development and maintenance. The plan should include a cohesive strategy for centralized data collection as well as community coalition specific data collection.

(5) The bidder should describe a plan for evaluating each of the four above-mentioned domains—assets and needs assessment, training, technical assistance, and database development and management. The evaluation plan should describe a system for evaluating the community coalitions' development and implementation of their evaluation plans, strategies for monitoring and measuring project effectiveness in building the evaluation capacity of community coalitions to evaluate their impact on community level change, and reduction of health disparities, and identifying and integrating lessons learned into ongoing coalition activities.

## **(2) Cost Proposal (25 points)**

A contract resulting from this bid is expected to be in effect for four years. Bidders must complete the Bid Form, Attachment 1 and the Detailed Cost Proposal, Attachment 3. The cost proposal should include each of the four years of the project. Bidders must state all costs, to the Department of Health, associated with the completion of each of the five deliverables of the Evaluation Capacity Building Project.

Note: It is possible that deliverables will have different weights throughout the life cycle of the project.

Bidders should provide evidence of their financial ability to perform the terms and conditions of the contract. Each bidder should include audited financial statements for the last 3 years of operation. If the bidder is not required to have independent audits performed, a statement to this effect should be included with the cost proposal. If independent audits are not required, other evidence of the bidder's financial ability to perform should be included. At a minimum, this should include a current Dunn and Bradstreet report. Additionally, statements from a bank confirming the level of account balances, or similar document should be included. If audited financial statements are available, they should be included even if proprietary in nature. If they are proprietary, bidders will so indicate.

Bidders making in-kind contributions to the project should describe where the in-kind resources originate, how they are available to support the project, and the bidder will guarantee the availability of the in-kind support for the life of the contract. Third party audited financial documents will be expected to support the bidder's claims regarding ability to make in-kind contributions to the project. If proposed in-kind resources become unavailable during the term of the contract, the bidder will still be obligated to fulfill the scope of service for the contract for the price originally bid.

## 2. METHOD OF AWARD

### a. Vendor Selection

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

During the bid evaluation process, the Department may require clarifying information from a bidder for the purpose of assuring the Department's full understanding of the bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with format set forth in this RFP and will be included as a formal part of the bidder's proposal. Clarifying information will not amend the bidder's proposal.

In order to award a contract, the Department will select the bidder that submits the proposal offering the best value. The best value means awarding the contract for services to the bidder that optimizes quality, cost, and efficiency among all responsive bidders.

The Department will evaluate proposals using the following factors and weights:

Initial Screening	Pass/Fail
Technical Proposal	75 points
Cost Proposal	25 points
Total Possible Score	100 points

The technical proposal will be evaluated by a Department of Health technical evaluation committee. Evaluators will assess the documentation provided by the bidder. The value assigned to each section is an indication of the weight that will be given when scoring each proposal.

#### **i. Pass/Fail Requirements (initial screening)**

Bidders must provide documentation that they are located and currently authorized to operate in New York State and have a minimum of three (3) years experience managing program evaluation projects, in partnership with community-based health and human service organizations, delivering services to racial and ethnic minorities. Proof may be documented in a letter from a community-based organization attesting to a previous collaboration, or other comparable evidence. Submit proposal packets that contain separate envelopes clearly marked "Technical Proposal Only" and "Cost Bid Only." Each envelope must include RFP number and name of bidder. Proposal packets must contain an original and four (4) copies of the Technical and Cost proposals and be received by NYSDOH no later than 2:00 p.m. March 23, 2007. Proposals that do not meet these initial screening criteria will not be reviewed and will be retained.

#### **ii. Technical Proposal Scoring**

#### **Maximum Points**

Organizational Experience and Capacity	10
Description of Need	15
Proposed Project Plan	50

Total possible technical score 75

The bidder with the strongest technical proposal will receive the maximum score (75 points). Other bidders will receive a proportionate score according to the following formula.

$t = (a/b) \times 75$  where

a= absolute technical score for bidder d

b= absolute technical score of the highest scoring proposal, and

t= normalized technical proposal score for bidder d.

The financial cost proposal will be evaluated by a Department of Health cost proposal evaluation committee. Bids will be scored in accordance with the following criteria.

**iii. Cost Proposal Scoring**

**Maximum Points**

Proposed Cost	25
Total possible cost proposal score	25

The bidder with the total lowest cost for each of the defined categories of service will receive the maximum points (25) under “Proposed Cost.” Other bidders will receive a proportional score using the following formula.

$r = (n/z) \times 25$  where

n= lowest total cost

z= total cost for bidder d

r= normalized cost score for bidder d.

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

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

Attachment 12, Proposal Checklist, is provided as a tool to assist in complying with the RFP pass/fail requirements.

**D. ADMINISTRATIVE**

1. Issuing Agency

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

2. Inquiries

Any questions concerning this solicitation must be directed to:

Barry R. Sherman, Ph.D.  
Research Scientist  
New York State Department of Health  
Office of Minority Health - Empire State Plaza  
Corning Tower Building, Room 780  
Albany, NY 12237-0092

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by March 2, 2007. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

3. Submission of Proposals

Interested vendors should submit an original and four signed copies of their Bid Proposal no later than **March 23, 2007, 2:00 p.m.**, at which time they will be opened in Room 780, Corning Tower, Empire State Plaza, Albany, NY 12237-0092. Technical and cost proposals must be submitted in the same package. However, **EACH PROPOSAL MUST BE IN A SEPARATE SEALED ENVELOPE AND PROPERLY IDENTIFIED AS BEING "COST BID ONLY" AND "TECHNICAL PROPOSAL ONLY" INCLUDING THE RFP NUMBER AND NAME OF BIDDER.** No financial information can be included in the technical proposal.

Responses to the RFP should be clearly marked "Evaluation Capacity Building Project Bid Opening 3:00 p.m. March 23, 2007" and directed to:

New York State Department of Health  
Office of Minority Health  
Empire State Plaza  
Corning Tower Building, Room 780  
Albany, NY 12237-0092  
Attention: Barry R. Sherman, Ph.D.

It is the bidder's responsibility to ensure that bids are delivered to Room 780 prior to the date and time of the bid opening. Late bids, due to delay by the carrier or not received in the Department's mail room in time for transmission to room 780, will not be considered.

All evidence and documentation requested under Section C, Proposal Requirements must be provided at the time the proposal is submitted. There will be NO public bid opening.

IMPORTANT NOTE: Security procedures for the Corning Tower require all visitors to pre-

register for admission to the building and then sign in at the registration desk located on the Concourse level. Consequently, if you intend to hand deliver a bid, you must allow extra time to comply with the security procedures. You will be required to contact the Office of Minority Health two (2) days prior to your arrival to arrange for admission to the building. Bids not received by the Office of Minority Health by the time and date shown on the front page of this RFP will be considered late and disqualified from consideration.

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

#### 4. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

- a. Reject any or all proposals received in response to this RFP.
- b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
- c. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
- d. Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
- e. Eliminate mandatory requirements unmet by all offerers.
- f. If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

#### 5. Payment and Reporting Requirements

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

NYS Department of Health  
Office of Minority Health  
ESP, Corning Tower, Room 780  
Albany, NY 12237-0092

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

Contractor shall submit to the Department of Health voucher claims on such forms and in such detail as the Department shall require. All vouchers submitted by the contractor

pursuant to this agreement shall be submitted to the Department no later than 30 days after the end date of the period for which payment is requested. Payment will be made subject to the contractor's timely and satisfactory completion at appropriate quality levels of the deliverables described under Detailed Specifications. In no event shall the amount received by the contractor exceed the value of the contract.

## 6. Term of Contract

This agreement shall be effective upon approval of the NYS office of the State Comptroller. The anticipated start date is **May 1, 2007**.

The initial contract will be for one year (May 1, 2007—April 30, 2008).

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

## 7. Debriefing

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

## 8. Vendor Responsibility

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

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

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

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

## 9. State Consultant Services Reporting

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

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

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

Both of these forms are included as attachments 8 and 9 in this document.

## 10. Lobbying Statute

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

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal-State Agreements, and procurement contracts;
- h. modifies the governance of the Temporary State Commission on lobbying;
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

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

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory

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

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

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

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy P04-002, “Accessibility of New York State Web-based Intranet and Internet Information and Applications”, and NYS Mandatory Technology Standard S04-001, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to NYS Mandatory Technology Standard S04-00, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

#### 12. Information Security Breach and Notification Act

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

Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

### 13. New York State Tax Law Section 5-a

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

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

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

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

## **E. 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 Proposals
- APPENDIX C - Proposal  
The bidder's proposal (if selected for award), including the Bid Forms and all proposal requirements.

□ APPENDIX D - General Specifications

□ APPENDIX E

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

□ Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.

□ Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB-101**, Affidavit That An OUT-OF-STATE Or FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** – Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR
- **DB-155** – Certificate of Disability Benefits Self-Insurance

□ Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

**F. ATTACHMENTS**

1. Bid Form
2. No Bid Form
3. Detailed Cost Proposals – Years 1-4
4. Appendix A – Standard Clauses for All New York State Contracts
5. Appendix D – General Specifications
6. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD (Not Applicable)
7. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA (Not Applicable)
8. N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire
9. State Consultant Services Form A
10. State Consultant Services Form B
11. List of Office of Minority Health Community Coalitions
12. Proposal Cover Page
13. Proposal Checklist
14. Letter of Interest (sample)
15. References



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

No

Yes

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

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

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

Basis of Finding of Non-Responsibility:

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

\_\_\_\_\_  
(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

2b. If yes, please provide details below.

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

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

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

\_\_\_\_\_  
(Add additional pages as necessary)

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

**D.** Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid

Upon Award

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.

2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)

3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

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\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

NEW YORK STATE  
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: Evaluation Capacity Building

FAU # 0612140934

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:

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- Please retain our firm on your mailing list.

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(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.

**Detailed Cost Proposal-Year One**

<b><u>DELIVERABLE</u></b>	<b><u>TOTAL COST</u></b>
1. Community Coalition Program Evaluation Assets and Needs Assessment	
2. Training	
3. Technical Assistance	
4. Evaluation Capacity Building Database Development and Management	
5. Evaluation of Evaluation Capacity Building Initiative	

**Detailed Cost Proposal-Year Two**

<b><u>DELIVERABLE</u></b>	<b><u>TOTAL COST</u></b>
1. Community Coalition Program Evaluation Assets and Needs Assessment	
2. Training	
3. Technical Assistance	
4. Evaluation Capacity Building Database Development and Management	
5. Evaluation of Evaluation Capacity Building Initiative	

**Detailed Cost Proposal-Year Three**

<b><u>DELIVERABLE</u></b>	<b><u>TOTAL COST</u></b>
1. Community Coalition Program Evaluation Assets and Needs Assessment	
2. Training	
3. Technical Assistance	
4. Evaluation Capacity Building Database Development and Management	
5. Evaluation of Evaluation Capacity Building Initiative	

**Detailed Cost Proposal-Year Four**

<b><u>DELIVERABLE</u></b>	<b><u>TOTAL COST</u></b>
1. Community Coalition Program Evaluation Assets and Needs Assessment	
2. Training	
3. Technical Assistance	
4. Evaluation Capacity Building Database Development and Management	
5. Evaluation of Evaluation Capacity Building Initiative	

**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

Page 1

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

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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.

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**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.

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**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 se 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.

June, 2006

APPENDIX D  
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

Health in strict accordance with the specifications and pursuant to a contract therefore.

- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. Non-Collusive Bidding  
By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
- a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

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

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

N. YEAR 2000 WARRANTY

1. Definitions

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

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

## 2. Warranty Disclosure

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

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

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

## 3. Warranty Statement

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

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

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

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

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

- O. **No Subcontracting**  
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. **Superintendence by Contractor**  
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. **Sufficiency of Personnel and Equipment**  
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. **Experience Requirements**  
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. **Contract Amendments**  
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

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

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

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

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

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

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

#### X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
  - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction or 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. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
  - a. The NYS Department of Health, at the 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.

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

1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

DD. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

1. Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with NYS Office for Technology Policy P04-002, "Accessibility of New York State Web-based Intranet and Internet Information and Applications", and NYS Mandatory Technology Standard S04-001, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to NYS Mandatory Technology Standard S04-00, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

**ST-220 TD  
(Not Applicable)**

**ST-220 CA  
(Not Applicable)**

**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 #

<b>1. VENDOR IS:</b> <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
<b>2. VENDOR'S LEGAL BUSINESS NAME</b>		<b>3. IDENTIFICATION NUMBERS</b> a) FEIN # b) DUNS #	
<b>4. D/B/A – Doing Business As (if applicable) &amp; COUNTY FILED:</b>		<b>5. WEBSITE ADDRESS (if applicable)</b>	
<b>6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</b>		<b>7. TELEPHONE NUMBER</b>	<b>8. FAX NUMBER</b>
<b>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above</b>		<b>10. TELEPHONE NUMBER</b>	<b>11. FAX NUMBER</b>
<b>12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS:</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented  If rented, please provide landlord's name, address, and telephone number below:		<b>13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>  Name Title Telephone Number Fax Number e-mail	
<b>14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):</b>			
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.			
<b>15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)</b>			
<b>16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:</b>			
<b>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):</b>			
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.*

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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**

FEDN #

<b>21.</b>	<p>Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate<sup>1</sup> or any person involved in the bidding or contracting process:</p>
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>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;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>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;</p> <p>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</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of: <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety &amp; Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>

**STATE OF NEW YORK  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 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>	
<p>22. In the past three (3) years, has the vendor or its affiliates<sup>1</sup> had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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>	
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates<sup>1</sup>, 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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>	
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	
<p>25. 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span> <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates<sup>1</sup> 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? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></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 #

<p>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></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>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></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>29. In the past five (5) years, has the vendor or any affiliates<sup>1</sup>:</p> <ul style="list-style-type: none"> <li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> <li>b) received an overall unsatisfactory performance assessment from any government agency on any contract; or</li> <li>c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?</li> </ul> <p><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></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>30. Please attach a copy of your organization's latest audited financial statements to this questionnaire.</p>	

<sup>1</sup> "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

State Consultant Services  
**FORM A**

OSC Use Only  
Reporting Code:  
Category Code:  
Date Contract Approved:

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

New York State Department of Health Contractor Name:	Agency Code 12000 Contract Number:
Contract Start Date: / /	Contract End Date: / /

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared: / /

Page of  
(use additional pages if necessary)

## Instructions

State Consultant Services

Form A: Contractor's Planned Employment

And

Form B: Contractor's Annual Employment Report

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

**Form B:** This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15<sup>th</sup> of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting  
or via fax to –  
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Consultant Reporting

Completing the Reports:

**Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.

**Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

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

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

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

State Consultant Services  
**FORM B**

OSC Use Only  
Reporting Code:  
Category Code:

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

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

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:  
Title:

Phone #:

Preparer's signature:  
Date Prepared: / /

Page of  
(use additional pages if necessary)

**Instructions**

## Instructions

State Consultant Services

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And

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

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

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

**Listing of  
New York State Department of Health  
Office of Minority Health  
Community Coalitions**

**Lutheran Medical Center**  
150 55<sup>th</sup> Street  
Brooklyn, New York 11220

**National Kidney Foundation**  
731 James St, Suite 200  
Syracuse, NY 13203

**Northern Manhattan Perinatal Partnership, Inc**  
127 West 127<sup>th</sup> Street  
New York, New York  
10027-3723

**Open Door Family Medical Center, Inc.**  
80 Beekman Ave.  
Sleepy Hollow, New York 10591

**PROPOSAL COVER PAGE**  
**EVALUATION CAPACITY BUILDING RFP**  
**RFP # 0612140934**

*(Please Type or Print)*

**Federal IRS Tax Identification #:** \_\_\_\_\_

**Name of Bidder Organization:** \_\_\_\_\_

NAME AND ADDRESS OF BIDDER ORGANIZATION/AGENCY

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

County: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Employer's Identification Number (FED EIN):**

**NYS Charity Registration Number:**

\_\_\_\_\_

\_\_\_\_\_

**Dates of Entire Proposed Project Period**  
From April 1, 2007 through March 31, 2011

**Amount Requested for first 12 month budget period (April 1, 2007 – March 31, 2008)**

\$ \_\_\_\_\_

**Project Director:**

**Official Signing for Bidder Organization:**

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

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

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

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

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

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

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

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

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

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

**E-Mail:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

\_\_\_\_\_  
**Signature & Date**

\_\_\_\_\_  
**Signature & Date**

**New York State Department of Health  
Office of Minority Health  
Evaluation Capacity Building Project  
Proposal Checklist**

**Your completed proposal packet should contain the following:**

- Evidence/proof that the bidder organization is located and operational in New York State.
  
- Evidence/proof that the bidder organization has a minimum of three (3) years experience managing program evaluation projects in partnership with community-based health and human services organizations in minority communities.
  
- Technical and cost proposals are included in separate sealed envelopes and clearly marked as “Technical Proposal Only” and “Cost Bid Only.” Each envelope includes the RFP Number and name of bidder.
  
- An original and four copies of the technical proposal and cost proposal and are submitted to NYSDOH no later than 2:00 p.m., March 23, 2007.

**Sample  
Letter of Interest**

Barry R. Sherman, Ph.D.  
New York State Department of Health  
Office of Minority Health  
Empire State Plaza  
Corning Tower Building, Room 780  
Albany, New York 12237-0092

Re: RFP #: 0612140934  
Evaluation Capacity Building Project

Dear Dr. Sherman:

This letter is to indicate our intent to bid on the above Request for Proposals and to request that our organization be placed on the mailing lists for any updates, written answers to questions, or addenda to the RFP.

My organization (*insert name of organization*) will provide the services specified in this RFP. The individual who will serve as the contact for this proposal is

*(Insert name, address, telephone number and e-mail address)*

We understand that in order to automatically receive any RFP updates and/or addenda as well as written responses to questions, the New York State Department of Health requires that this letter be received by the Office of Minority Health by 4:00 p.m. February 16, 2007.

Sincerely,

### References

- Bridges, C. (2004). Evaluation capacity building: The case of the TB evaluation working group. Available at: [http://www.cdc.gov/nchstp/tb/notes/TBN404/evaluation\\_capacity.htm](http://www.cdc.gov/nchstp/tb/notes/TBN404/evaluation_capacity.htm)
- Compton, D.W., Baizerman, M., and Stockdill, S.H. (Eds.). (2002). The art, craft, and science of evaluation capacity building. *New Directions for Evaluation*, No 93. San Francisco, CA: Jossey-Bass.
- Fetterman, D.M., Kaftarian, S.J., and Wandersman, A. (Eds.). (1996). Empowerment Evaluation: Knowledge and Tools for Self-Assessment & Accountability. Thousand Oaks, CA: Sage.
- Milstein, B., & Cotton, D (2000). *Defining Concepts for the Presidential Strand on Building Evaluation Capacity*. Available at: <http://www.eval.org>.
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- Patton, M.Q. (1997). *Utilization-Focused Evaluation*. 3<sup>rd</sup> Edition. Thousand Oaks, CA: Sage
- The Joint Committee on Standards for Education Evaluation. (1994). *The Program Evaluation Standards: How to Assess Evaluations of Educational Programs*. 2<sup>nd</sup> Edition. Thousand Oaks, CA: Sage.
- Stufflebeam, D.L. (Ed.). (2001). Evaluation Models. *New Directions for Evaluation*, No 89.
- Telfair, J., Leviton, L.C., and Merchant, J.S. (Eds.). (1999). Evaluating health and human service programs in community settings. *New Direction for Evaluation*, No 83. San Francisco, CA: Jossey-Bass.