



**New York State Department of Health
Division of Nutrition**

**A Request for Proposals for
Training Services for the Bureau of Supplemental Food Programs**

RFP No. 0710300335

Schedule of Key Events

Request for Proposal Release Date:	February 4, 2008
Letter of Interest Due:	February 19, 2008
Written Questions Due:	February 19, 2008
Registration for Bidders' Conference Required by:	February 19, 2008
Bidders' Conference:	February 25, 2008
Response to Written Questions and Questions Received at Bidders' Conference:	March 28, 2008
Proposal Due:	April 18, 2008

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

DESIGNATED CONTACT:

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

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Permissible Subject Matter Contacts:

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

1. RFP Release Date
2. Submission of Written Proposals
3. Opportunity to Review Existing Training Materials
4. Submission of Written Questions
5. Participation in the Pre-Bid Conference
6. Debriefings
7. Negotiation of Contract Terms after Award

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E, 12 of this solicitation.

Table of Contents

A. INTRODUCTION.....	- 5 -
B. BACKGROUND	- 6 -
C. DETAILED SPECIFICATIONS.....	- 8 -
1. Organizational Qualifications.....	- 9 -
2. Staffing.....	- 9 -
a. Project Manager.....	- 9 -
b. Additional Staff	- 10 -
3. Training Services.....	- 11 -
a. Modalities.....	- 12 -
b. Topics	- 13 -
c. Identify Experts	- 17 -
d. Training Curricula and Materials.....	- 17 -
4. Administration of Training Programs	- 18 -
a. Identify Locations.....	- 18 -
b. Continuing Education Unit (CEU) Credits	- 18 -
c. Trainee Registration	- 18 -
d. Publicize all Scheduled Presentations.....	- 19 -
e. Training Schedule.....	- 19 -
f. Disseminate Schedules	- 19 -
g. Document and Evaluate Training Sessions	- 19 -
5. Website Maintenance and Development	- 19 -
6. Testing.....	- 19 -
7. Consulting.....	- 20 -
D. PROPOSAL REQUIREMENTS	- 21 -
1. Technical Proposal	- 21 -
a. Technical Proposal Cover Page:.....	- 21 -
b. Executive Summary.....	- 21 -
c. Organizational Qualifications	- 21 -
d. Staffing Package	- 22 -
e. Training Services.....	- 22 -
f. Administration of Training Programs.....	- 23 -
g. Website Maintenance and Development	- 23 -
2. Cost Proposal Component.....	- 23 -
3. Proposal Procedure and Format.....	- 24 -
a. Technical Proposal	- 24 -
b. Cost Proposal.....	- 24 -
4. Method of Award	- 25 -
a. Proposal Components	- 25 -
b. Component Score Weight.....	- 25 -
c. Total Component Combined Score.....	- 26 -
E. ADMINISTRATIVE.....	- 27 -
1. Issuing Agency	- 27 -
2. Letter of Interest	- 27 -
3. Bidders' Library	- 27 -
4. Inquiries.....	- 28 -
5. Submission of Proposals	- 28 -
6. The Department's Reserved Rights.....	- 29 -
7. Payment.....	- 30 -
8. Term of Contract	- 30 -
9. Debriefing	- 31 -
10. Vendor Responsibility.....	- 31 -
11. Lobbying Statute	- 32 -

12. Accessibility of State Agency Web-based Intranet and Internet Information and Applications - 33 -
13. Information Security Breach and Notification Act..... - 33 -
14. New York State Tax Law Section 5-a - 34 -

F. APPENDICES..... - 35 -

G. ATTACHMENTS - 36 -

ATTACHMENT 1 - 37 -
 Bid Form - 37 -
ATTACHMENT 2 - 41 -
 No-Bid Form - 41 -
ATTACHMENT 3 - 43 -
 NYS Taxation and Finance Contractor Certification Form - ST-220-TD - 43 -
ATTACHMENT 4 - 48 -
 NYS Taxation and Finance Contractor Certification Form - ST-220-CA - 48 -
ATTACHMENT 5 - 51 -
 Vendor Responsibility Attestation - 51 -
ATTACHMENT 6 - 53 -
 Sample Letter of Interest or Letter to Receive RFP Questions and Answers - 53 -
ATTACHMENT 7 - 55 -
 Cover Page - 55 -
ATTACHMENT 8 - 57 -
 Cost Proposal - 57 -
ATTACHMENT 9 - 61 -
 General Definitions - 61 -
ATTACHMENT 10 - 64 -
 New York State WIC Regions Map - 64 -
ATTACHMENT 11 - 68 -
 Historical Training Information - 68 -
ATTACHMENT 12 - 70 -
 Proposal Checklist - 70 -
ATTACHMENT 13 - 72 -
 APPENDIX A - Standard Clauses for New York State Contracts - 72 -
ATTACHMENT 14 - 77 -
 APPENDIX D - General Specifications - 77 -

A. INTRODUCTION

This Request for Proposals (RFP) seeks proposals from established training entities to develop and implement a training initiative for staff of all programs administered by the New York State Department of Health (NYS DOH), Division of Nutrition (DON), Bureau of Supplemental Food Programs (BSFP). Programs administered by the BSFP are: the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), the Commodity Supplemental Food Program (CSFP), and the Farmers' Market Nutrition Program (FMNP). The contract awarded in response to this RFP will be for a period of two years, from October 1, 2008 – September 30, 2010. The contract may be extended for three additional one-year terms, at the sole discretion of the DOH, for a maximum contract period of five years.

Institutions of higher education (i.e., colleges and universities), training organizations, and all other interested parties are eligible to respond to this RFP. Proposers who anticipate attending the Bidders' Conference and/or wish to receive automatic responses to the questions posed at the conference must submit a Letter of Interest (see Attachment 6) by February 19, 2008.

It is estimated that annually as many as 1,700 staff from approximately 101 local WIC sites (referred to as local agencies) will be involved in this training initiative as well as an additional 180 State staff. Approximately 70% of local agency staff are located in the New York City metropolitan area, another 20% are located in upstate New York and 10% are state staff located throughout the entire state. Training topics are best described as a range of nutrition and health-focused activities that utilize all available modalities to meet subject matter needs. Training shall be provided statewide in four regions (see Attachment 10). This RFP is meant to provide information to potential proposers about the anticipated training needs of the BSFP. Actual training needs may vary. The State reserves the right to adjust the Detailed Specifications outlined in this RFP in accordance with the best interests of the State.

The selected Contractor will be required to assume responsibility for all services offered in the proposal (see the Detail Specifications section), whether or not that proposer produces them. Any subcontract or assignment must receive the prior written approval of the DOH. The planned use of any and all subcontractors must be clearly explained in the proposal. The Contractor must ensure that all subcontractors abide by all terms and conditions of the contract. Prior approval is also required for any cost or term amendment to approved subcontracts.

B. BACKGROUND

The Bureau of Supplemental Food Programs' mission is to improve the nutrition and health status of women, infants, children, and elderly who are at-risk and of low income by providing: nutritious food; nutrition and health education; and referrals to health and human services.

1. Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

Congress established the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in 1972 to serve low-income pregnant women, new mothers, and children under five years old who are at medical and/or nutritional risk. The WIC Program provides nutrition education and counseling; supplemental foods that are a good source of the essential nutrients often missing from the diets of women and young children; and referrals, if necessary, for health and social services. WIC's purpose is to improve pregnancy outcomes, promote optimal growth and development for infants and children, and influence lifetime nutrition and health behaviors.

This highly regulated, complex program addresses the needs of a specific population and is administered under agreement with the United States Department of Agriculture (USDA). The NYS WIC Program provides approximately \$500 million per year in benefits and is authorized to serve approximately 485,000 participants monthly through 101 local agencies operating 530 service sites that employ an estimated 1,700 local agency staff. The NYS WIC Program employs an additional 180 State staff statewide. Staff often grow professionally through their work in WIC – gaining confidence, learning new job skills, and moving on to other positions within the program or private sector. The ever-changing organization assures that there always will be people who need to be trained – from the basic elements of the program to the more complex training initiatives.

WIC local agencies throughout New York State collect and data enter applicant certification information into WICSIS. Eligible participants receive computer-generated checks printed on-site at the local agency via the WIC Statewide Information System (WICSIS), the network of software programs, computers, and telecommunications devices used to automate the distribution of WIC Program benefits. WICSIS is a closed system that uses a private network. The State provides all equipment used to generate checks, including file and print servers, computers, signature capture devices, check printers, and laptop servers.

2. Other BSFP Programs

The Commodity Supplemental Food Program (CSFP) was established to offer free, nutritious foods and nutrition education to low-income pregnant women, postpartum women up to one year after the birth of their baby, children up to age six, and seniors 60 years of age and older. An estimated 65 staff from three agencies serve participants receiving benefits in this program. The CSFP distributes commodities in the counties of Nassau, Suffolk, Kings, and Queens through the Food and Nutrition Information System (FANIS). FANIS is the network of software programs, computers, and telecommunication devices used to automate the distribution of CSFP commodities. All automation and technology-related issues and tasks are maintained by the Bureau of

Information Technology Services (BITS), a program within the DON that is responsible for WICSIS, FANIS, and all other computerized systems in the division.

The Farmers' Market Nutrition Program (FMNP) is designed to encourage low-income families at nutrition risk to increase their consumption of fresh fruits and vegetables through the issuance of "checks" that may only be redeemed at participating farmers' markets throughout New York State. FMNP checks are issued through WICSIS and are limited to one set per household per season. The number of checks and the amounts vary year to year depending on funding.

The WIC Vendor Management Agency (VMA) is responsible for assisting the NYS DOH in managing the retail food delivery system, which is a critical component of the WIC Program. The WIC VMA must ensure an adequate number of vendors (retail food stores and pharmacies) are authorized for convenient participant access to obtain prescribed WIC foods. The WIC VMA is responsible for conducting all activities related to the oversight and management of the vendors including application processing and authorization, monitoring and training to ensure compliance with USDA and State requirements, and entering into contracts and their reauthorization every three years. VMAs are required to participate in annual training.

The WIC Program actively supports and encourages breastfeeding. The Enhanced Breastfeeding Peer Counseling Program is an initiative funded by the USDA based on a training curriculum and model using Loving Support™ Through Peer Counseling designed to support peer counseling in the WIC Program. Approximately 55 local agencies currently offer breastfeeding peer counseling programs. In addition, the website www.breastfeedingpartners.org is available to support breastfeeding in the NYS WIC Program.

The BSFP also supports the Eat Well Play Hard (EWPH) initiative to help prevent childhood obesity and reduce long-term risks for chronic disease through the promotion of targeted dietary practices and increased physical activity. EWPH strategies are implemented in large-scale public health food and nutrition programs serving low-income preschool children and families. Current target strategies include increasing developmentally appropriate physical activity; increasing consumption of 1% or skim milk and low-fat dairy products; increasing consumption of fruits and vegetables; breastfeeding for the first year and beyond for as long as mutually desired by mother and child; and decreasing exposure to television and other recreational screen time. The FMNP complements the EWPH initiative by providing an incentive for families to try fresh produce. By introducing participants to farmers' markets, it is believed they will develop an interest in purchasing fresh produce and continue to frequent these markets.

C. DETAILED SPECIFICATIONS

In implementing these training services, proposers should be prepared to manage all aspects of the day-to-day operations of a statewide training program, including:

- ✓ Utilizing state-of-the-art training methods and multiple training modalities to train large numbers of professional and clerical staff.
- ✓ Providing qualified training and administrative staff.
- ✓ Offering tailored, topic-specific training to BSFP State and local agency staffs free of charge.
- ✓ Administering training programs
 - Identifying training locations
 - Obtaining approval for Continuing Education Unit credits
 - Carrying out training registration
 - Publicizing all scheduled presentations
 - Developing the training schedule
 - Disseminating the training schedule
 - Documenting and evaluating training sessions
- ✓ Developing and maintaining websites
- ✓ Testing
- ✓ Consulting

1. Organizational Qualifications

The Contractor should utilize state-of-the-art training methods and multiple training modalities to train large numbers of staff (professional and clerical) on a variety of topics. They must be able to meet deadlines, accomplish independent goals within a limited timeframe, and possess the knowledge, skills, and drive to produce high-volume, multi-focused trainings. Ideal candidates will be detailed and creative and will possess experience that is relevant to the task(s) at hand, including familiarity with conducting and/or managing training initiatives and fluency with WIC Program operations. Preference will be given to those with NYS WIC experience and those who detail unique approaches to training.

2. Staffing

Personnel (including subcontractors) involved with this training initiative should be qualified; documented evidence of their knowledge and experience in training and with the WIC Program should be included with the proposal. Please note that all staff will be required to travel, primarily within NYS, including overnights and travel to areas that may not be served by public transportation.

a. Project Manager

The Contractor must identify a project manager to interact with BSFP management and act as liaison regarding trainings, curricula development, human resources, logistics, and all other decisions regarding contract issues. This project manager will be appointed by the Contractor and must be approved by the BSFP. Preference will be given to managers who are experienced at overseeing large and complex training programs. This manager will have the authority to speak for the Contractor and will be the primary person with whom the BSFP conducts all business-related tasks to be performed under this contract. It is expected that the project manager will have the ability to quickly resolve any problems that arise during the contract period.

Position	Project Manager: 1 full-time
Skills/Details	Permanent work location will be in the Capital Region.
	Experience with planning, organizing, and developing training curricula. Preference given to experience in designing materials for the educational enhancement of clinical, nutrition, and administrative staff.
	General knowledge and experience in administration and business management. Preference given to those with five years of administrative experience in a health field, of which at least three years are WIC administrative experience.
	Proficiency with verbal and written language skills.
	Preference given to those familiar with the operation of WIC agencies (including staff development), the application of WIC standards of practice, and the delivery of WIC services to participants.
	Preference given to those with experience in the development of WICSIS enhancements.
	Baccalaureate degree or Master's degree. Preference given to those with degrees in health and education related majors.

b. Additional Staff

The Contractor must have the experience and ability to design, develop, implement and provide curricula that meet current and future training needs of local agency clerks, nutrition assistants, paraprofessionals, diet technicians, nutritionists, nurses, Competent Professional Authorities (CPAs)¹, site managers, and program coordinators. Key staffing positions must be approved by the BSFP; the BSFP reserves the right to approve all postings. At minimum, the Contractor will be required to satisfy the following staffing requirements:

Site Manager: 2 full-time (1 in the Capital Region, 1 in the Metropolitan Region)	
Skills/Details	Must be familiar with the provisions of WIC services. Preference given to those familiar with NYS WIC.
	Maintains site and oversees day-to-day operations of training facility.
	Proficiency with verbal and written communication skills.
	Experience working with low income and culturally diverse populations.
	Baccalaureate degree or Master’s degree. Preference given to those with degrees in health and education related majors.
Administrative experience. Preference given to those with three years of administrative experience in a health field, of which two years have been WIC administrative experience.	

Registered Dietitian²	
Skills/Details	Experience with implementing nutrition policies and procedures, and interpreting regulations and program directives. Preference given to those with full-time professional experience as a dietitian/nutritionist in a WIC Program.
	Preference given to those who have experience developing training curricula for nutritionists, nutrition assistants, and/or other health professionals.
	Experience conducting trainings.
	Experience supervising trainees. Preference given to those with experience in supervising trainees in individual nutrition assessment, nutrition counseling, and high-risk care plan development.
	Administrative experience. Preference given to experience with administrative and technical activities in support of public health nutrition programs.

¹ See Attachment 9 for a description of this position.

² One staff member at each site MUST be a Registered Dietitian. This requirement will be satisfied if one of the other staff members listed above is certified as a Registered Dietitian.

Information Technology Consultant: 1 full-time	
Skills/Details	Experience providing input regarding system development/enhancements.
	Experience providing support and technical expertise regarding equipment and system issues (equipment and networking troubleshooting skills). Preference given to those with WICSIS experience.
	Experience conducting staff training.
	Experience setting up equipment and/or installing software/data lines. Preference given to those with 1-3 years of experience.
	Acts as a technical liaison with the DON's Bureau of Information Technology Services (BITS).

International Board Certified Lactation Consultant (IBCLC)	
Skills/Details	Experience developing materials. Preference given to those with experience providing support and training for the Breastfeeding Peer Counselor program.
	Experience maintaining and updating websites.
	Experience providing professional consultation and technical assistance regarding breastfeeding issues.
	Acts as a liaison with the NYS WIC Program Breastfeeding Coordinator.

Competent Professional Authority (CPA) Trainers	
Skills/Details	Must be familiar with the provisions of WIC services. Preference given to those familiar with NYS WIC.
	Experience working with low income and culturally diverse populations.
	Experience with training staff. Preference given to those familiar with WICSIS.
	Preference given to those with local agency experience.

Clerk Trainers	
Skills/Details	Must be familiar with the provisions of WIC services. Preference given to those familiar with NYS WIC.
	Experience working with low income and culturally diverse populations.
	Experience with training staff. Preference given to those familiar with WICSIS.

3. Training Services

All estimates within this RFP are based on the past, current, and estimated future needs of trainees, including local agency, vendor and state staffs. At minimum, it is the intention of the DOH to provide **at least** the same number of trainings that have been offered in the past. Please see Attachment 11 for more information regarding historical trainings.

The Contractor must be able to meet the highly specialized training needs of the BSFP, including the delivery of tailored, topic-specific, training for BSFP State and local agency staff. This contract will require the Contractor to remain current on policy matters pertaining to the WIC Program. The Contractor will work with BSFP management to determine the number of training workshops, topics and locations; it is anticipated that some workshops will be offered more frequently than others. Please see the Bidders' Library for information regarding existing training curricula.

Training needs are to be determined on an ongoing basis and may be changed by the DOH throughout the contract period. The Contractor must work with the BSFP to evaluate evolving training needs. The BSFP reserves the right to determine and/or change the size of all classes. The Contractor is responsible for providing all training materials related to each of the following training modalities listed.

a. Modalities

Modality	Class Size	
	Minimum	Maximum
<p>Mobile Computer-based Trainings Training for a limited number of staff who are all learning a specific WICSIS function. The BSFP reserves the right to increase the utilization of this modality as technology evolves over the course of this contract.</p>	10	15
<p>Computer-based Trainings Classroom trainings with instructor(s) teaching WICSIS applications. The BSFP will provide all equipment and essential resources necessary for training and maintenance of the statewide operation of WICSIS and/or FANIS.</p>	15	35
<p>Classroom Trainings Face-to-face events in classrooms with instructor(s) teaching specified curriculum to groups of trainees.</p>	20	50
<p>Expert-led Classroom Trainings Identified expert in the related field or subject matter leads class in “hands on” training. Format to be determined based on statewide need.</p>	20	50
<p>Teleconferences/Satellite Video Conferencing Live events delivered via satellite to geographically dispersed downlink sites. Teleconference formats can range from simple meetings that require little or no preproduction work to more involved programs that include pre-produced footage shot on location or in a studio. Closed-captioning functionality must be used wherever possible.</p>	100	800
<p>Expert-led Conferences Identified expert in the related field or subject matter speaks to trainees.</p>	100	800
<p>On-site Local Agency Training May be required in the event of staffing deficiencies and/or identified training deficits. Local agency staff may need on-site evaluation and training to improve productivity and comply with program requirements. Trainings may range from 1-5 days.</p>	3	20

b. Topics

Training topics may include, but are not limited to, the following:

Training Topics		Estimated Modality and Related Class Size	Estimated Totals			Total Units
			Annual Freq.	No. Trainees	Length	
Basic WICSIS Skills	Provision of WIC Benefits	<input checked="" type="checkbox"/> Mobile computer-based (10-15) <input checked="" type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	200	5 days	1,000 pupil days
	Certification of WIC Participants					
	Eligibility Determination					
	Income					
	Information Technology					
Intermediate WICSIS Skills		<input checked="" type="checkbox"/> Mobile computer-based (10-15) <input checked="" type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	6-8	90	3 days	270 pupil days
Certified Lactation Counseling		<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	2	100	5 days	500 pupil days
Program Management Skills for WIC Coordinators and Site Managers		<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	2-3	25	5 days	125 pupil days
Vendor Management		<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1-2	40	2 days	80 pupil days
Nutrition Risk Assessment		<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	400	1 day	400 classroom pupil days

Training Topics		Estimated Modality and Related Class Size	Estimated Totals			Total Units
			Annual Freq.	No. Trainees	Length	
High Risk Nutrition Counseling		<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	4	200	3 days	600 pupil days
Counseling on Health Issues ³	Drug/Alcohol/ Substance Abuse	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input checked="" type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1-10	10-200	1 day	200 pupil days
	Lead Screening	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input checked="" type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1-10	10-200	1 day	200 pupil days
	Immunization	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input checked="" type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1-10	10-200	1 day	200 pupil days
	Phlebotomy (finger sticks)	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input checked="" type="checkbox"/> On-site (3-20)	1-5	5-100	1 day	100 pupil days
	Standard Precautions	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input checked="" type="checkbox"/> On-site (3-20)	1-5	5-100	1 day	100 pupil days
FANIS Applications		<input type="checkbox"/> Mobile computer-based (10-15) <input checked="" type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1	25	1 day	25 pupil days

³ The modality will be determined by the available information. Examples are available upon request.

Training Topics		Estimated Modality and Related Class Size	Estimated Totals			Total Units
			Annual Freq.	No. Trainees	Length	
Farmers' Market Program		<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1	100	1 day	100 pupil days
Value Enhanced Nutrition Assessment (VENA) Training	Motivational Interviewing	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 pupil days
	Facilitated Group Discussions	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 pupil days
	Critical Thinking	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 pupil days
	Rapport Building	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 pupil days
	Cultural Diversity	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 pupil days
	Participant-centered Counseling	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 pupil days
	Health Outcome-based Nutrition Assessment	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 pupil days

Training Topics	Estimated Modality and Related Class Size	Estimated Totals			Total Units
		Annual Freq.	No. Trainees	Length	
Nutrition Training/Education/Counseling ⁴	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1-10	10-200	1-5 days	1,000 pupil days
WIC Food Package Changes ⁴	<input type="checkbox"/> Mobile computer-based (10-15) <input checked="" type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1-10	10-200	1-5 days	1,000 pupil days
Customer Service	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	10-15	500	1 day	500 classroom pupil days
Internal Controls/Program Integrity	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1	50	1 day	50 classroom pupil days
Disaster Preparedness and/or Pandemic Outbreak	<input type="checkbox"/> Mobile computer-based (10-15) <input type="checkbox"/> Computer-based (15-35) <input type="checkbox"/> Classroom (20-50) <input type="checkbox"/> Expert-led classroom (20-50) <input type="checkbox"/> Teleconferences/Satellite Video (100-800) <input checked="" type="checkbox"/> Expert-led conferences (100-800) <input type="checkbox"/> On-site (3-20)	1-2	100-800	1 day	800 pupil days
To be determined ^{4 5}	<input checked="" type="checkbox"/> Mobile computer-based (10-15) <input checked="" type="checkbox"/> Computer-based (15-35) <input checked="" type="checkbox"/> Classroom (20-50) <input checked="" type="checkbox"/> Expert-led classroom (20-50) <input checked="" type="checkbox"/> Teleconferences/Satellite Video (100-800) <input checked="" type="checkbox"/> Expert-led conferences (100-800) <input checked="" type="checkbox"/> On-site (3-20)	1-10	10-800	1-5 days	N/A

⁴ The modality will be determined by the available information. Examples are available upon request.

⁵ Estimates include the upper and lower limits for mobile computer-based, computer-based and classroom trainings.

c. Identify Experts

The Contractor is responsible for identifying experts to lead and/or develop the training to be delivered under this contract and must demonstrate competency at this task within their response. Experts may include paid and unpaid consultants. The Contractor may subcontract with experts as previously described in the introduction of this RFP regarding topics that include, but are not limited to the following: certified lactation counseling, nutrition topics, drug/alcohol/substance abuse, lead screening, immunization, Value Enhanced Nutrition Assessment (VENA) trainings, and disaster preparedness.

d. Training Curricula and Materials

The BSFP has currently approved training curricula – please see the Bidders’ Library for information regarding existing training curricula – however, based on changes in laws, regulations or training evaluation data, the BSFP management team may instruct the Contractor to make curriculum updates or revisions, including all related training materials (e.g., training agendas, curricula, slides, handouts, etc.). The Contractor must meet all training requests of the BSFP. Topic areas will be identified through feedback from trainings, assessments, Federal and State regulations and mandates, NYS DOH recommendations, WICSIS Help Desk reports, management evaluations, the annual WIC Association of NYS, Inc. Conference, and other methods.

The Contractor must develop new training curricula and/or series of trainings as directed by the NYS DOH. Copies of training materials and the content of curricula must be formally submitted electronically and in hard copy at the completion of the training. Courses developed with funds from this contract will become the property of the NYS DOH. All new and existing curricula must be available in paper and electronic formats. The Contractor will be responsible for providing all existing curricula electronically and recommending new options as technology evolves.

The Contractor will be responsible for development, coordination, reproduction, and distribution of all training materials including, but not limited to: nationally recognized nutrition education materials, posters, tri-fold brochures, curricula, educational message cards, handouts, PowerPoint presentations, and workbooks. Trainees also must have access to asynchronous computer training programs (e.g., DVDs, podcasts, webcasts, webinars) that do not require the presence of a live instructor(s) and can be used at the trainees’ convenience in terms of time and location. Proposers must describe how materials will be used to reinforce learning.

The Contractor must identify and prepare multilingual materials to improve communication with participants who speak languages other than English (e.g., Spanish, Chinese, Russian, French).

4. Administration of Training Programs

The Contractor will have full responsibility for training events including all logistical support such as publicity, information dissemination, registration, and site arrangements.

a. Identify Locations

The BSFP requires two permanent training locations: one in the Capital Region and one in the New York City Metropolitan Region. The training location in the Capital Region must be located within 30 miles of the BSFP Central Office (Riverview Center, 150 Broadway, Albany, NY 12204) and able to meet parking needs for all staff that need to be trained. The training location in the Metropolitan Region must be located within one of the five boroughs of New York City. Preference will be given to training locations that are conveniently located, handicapped accessible, include state of the art audiovisual equipment, and are accessible from major transportation hubs (e.g., airports, train and bus stations). Each of these sites also must have satellite downlink capabilities.

The Capital Region training location will act as the Emergency Operations Center (EOC) for the Bureau of Information Technology Services (BITS) of the DON in the event of a disaster. If such an event occurs, all scheduled trainings or trainings that are in progress at the time will be cancelled; the EOC will take priority. The BSFP will provide all equipment and essential resources necessary to maintain the statewide operation of WICSIS (file and print servers, computers, telecommunication lines, signature capture devices, check printers, laptop servers). The Contractor must assume responsibility for damage or theft of State issued WICSIS equipment and maintain insurance for all WICSIS equipment. Reimbursement or recoupment for loss, damage, or replacement of any State issued WICSIS equipment will be sought through a mechanism at the State's discretion. The Contractor will be responsible for furnishing the locations and providing basic office equipment (e.g., telephone instruments, photocopiers, fax).

Identify a minimum of six additional locations to hold trainings for satellite conferencing and teleconferencing. Preference will be given to proposing organizations that identify four locations within the five boroughs of New York City. Identify actual or anticipated addresses for sites and describe how you plan to accommodate 2-4 conferences per year, including plans for staffing and material transfers.

b. Continuing Education Unit (CEU) Credits

Obtain approval for CEU credits when applicable (as determined by the BSFP). The BSFP will provide a list of disciplines and contact information for obtaining CEU credits.

c. Trainee Registration

Trainees must be able to register for trainings by telephone, mail, e-mail, online, or fax.

d. Publicize all Scheduled Presentations

Contractors will be responsible for publicizing all scheduled presentations, including direct mailings.

e. Training Schedule

The Contractor must develop and publish an annual training schedule, calendar, and registration forms.

f. Disseminate Schedules

Schedules must be published and distributed to WIC staff statewide.

g. Document and Evaluate Training Sessions

The Contractor must maintain and submit summary reports that detail demographics (e.g., who was trained, the number of trainees, the number of trainings, where trainings took place, etc.), trainee comments, and emerging issues identified as a result of training sessions. Proposers must suggest methods to evaluate the effectiveness of each training opportunity offered under this contract within their response to this RFP.

5. Website Maintenance and Development

The Contractor must develop a website for training purposes that will allow trainees to view schedules, sign up for trainings, provide feedback, and complete evaluations. Over the course of this contract, it is anticipated that this website also will be developed to provide access to online training.

The Contractor must also assume responsibility for the maintenance of the Breastfeeding Peer Counseling website, www.breastfeedingpartners.org, within the guidelines of the USDA's Grant, Loving Support™ Through Peer Counseling. An IBCLC Peer Counselor Consultant must be available to oversee the content and format of the site and make all related updates/changes.

6. Testing

Periodically, WICSIS and FANIS software improvements are developed within the DON and require testing prior to release. The Contractor must provide staff to test new and existing software applications upon request. The BSFP reserves the right to request trainers specific to the level of testing to be performed. It is estimated that each day of testing will require two people (clerks and/or CPAs). Approximately 20 days per year is estimated.

7. Consulting

On an ad hoc basis, the Contractor must provide consulting services as they relate to the training program for up to 500 hours each year of the contract. Consulting services may encompass a broad range of services – from clerical duties to high level, professional, scientific, or technical activities. Services may include, but are not limited to, data entry, physically coordinating training materials, interpreting research findings, and curriculum development activities. All proposers must provide a Not to Exceed (NTE) rate for consulting services.

D. PROPOSAL REQUIREMENTS

Proposals must include two components – a Technical Proposal and a Cost Proposal. These two components **must** be submitted in separate sealed envelopes/packages and placed in a third package. Proposers must include 3 signed originals and 6 copies.

1. Technical Proposal

The Technical Proposal is a description of how the proposer intends to accomplish the deliverables of this RFP. There are seven sections to the Technical Proposal:

a. Technical Proposal Cover Page:

(see Attachment 7)

- ✓ Name and address of Proposal Entity
- ✓ Federal Internal Revenue Tax Identification Number
- ✓ Contact person for the proposal – name, title, telephone number, e-mail address
- ✓ Person authorized to sign a contract for the proposer organization – name, title, address, e-mail address, telephone number, and fax number
- ✓ Original signature of the individual authorized to enter into contractual agreement for the proposer organization
- ✓ Addresses (actual or anticipated) for a training location that is within 30 miles of the BSFP's Central Office and a training location that is within the five boroughs of New York City

b. Executive Summary

The Executive Summary should include a brief synopsis of major points contained within the Technical Proposal, including proposed procedures, operations and systems, company profile, relevant experience, etc. Provide a brief summary of your training background, experience, qualifications and staffing plan.

c. Organizational Qualifications

Describe your organization's training experience, including working with diverse not-for-profit health and human service providers, familiarity with conducting and/or managing training initiatives; the current or past provision of training(s) to other state agencies; expertise in working with multiple sites and/or multiple modalities; and fluency with the WIC Program and all related program operations. Preference will be given to those with NYS WIC experience. Highlight unique approaches to training and experience working with subcontractors. Preference will be given to those who provide letters of reference, executive summaries of training initiatives, and copies of publications to substantiate these qualifications.

d. Staffing Package

Provide an organizational chart that illustrates the lines of responsibility of personnel assigned to the project and a staffing package that includes resumes and/or job descriptions. Materials for the Program Manager should highlight the candidate’s ability to meet the specifications outlined in this RFP, with an emphasis on administrative and WIC experience. Explain how you plan to meet the staffing requirements outlined in the Detailed Specifications section of this RFP, including criteria for identifying qualified candidates. Proposers who have no previous experience with the WIC Program should detail how they plan to meet the required specifications.

e. Training Services

Provide a narrative that specifically addresses the identified modalities, your expertise, and how you will provide training for the topics and tasks described below and in the Detailed Specifications section of this RFP. Provide the rationale for your proposed approach. Address the methodology for the proposed projects and each of the items listed in the table below. Demonstrate that you and your proposed staff have the knowledge, skills, abilities, and experience to implement the proposed project activities as described in the Detailed Specifications section of this RFP.

Task Item	Required Response
Training modalities	Provide evidence of trainings you have offered using any of the modalities listed in the Detailed Specifications section of this RFP.
Training topics	Provide a narrative that describes how you will accommodate training for the training topics detailed in the Detailed Specifications section of this RFP (3b)
Identify experts to lead trainings and/or develop curricula	Describe how experts will be identified/located.
Convert paper curricula to electronic format	Describe how materials will be made available electronically, including types of electronic options and the delivery timetable. If applicable, highlight current procedures utilized to provide this service for other training programs.
Develop and coordinate training materials	Describe how training materials will be used to reinforce learning. List other available materials. Provide samples where available.
Print, copy or reproduce materials	Describe reproduction capabilities and delivery times (e.g., how long will it take to produce 100 color posters?) that will meet the State’s needs.
Prepare multilingual materials	Describe time required to translate documents (e.g., 100 page document, poster, handout, etc.) that will meet the State’s needs.

f. Administration of Training Programs

In implementing this training initiative, proposers will manage all aspects of the day-to-day operations, including all logistical support such as publicity, information dissemination, registration, and site arrangements. Address each of the items listed in the table below:

Task Item	Required Response
Establish a training location in the Capital Region	Describe all elements of training locations. Identify site locations (real or proposed), provide floor plans, describe audiovisual equipment, detail proximity to transportation centers, accessibility to parking (Capital Region only), etc.
Establish a training location in Metropolitan Region	
Identify locations to hold trainings for satellite conferencing and teleconferencing	Description of locations and plans for staffing/materials transfer. How will you accommodate 2-4 conferences per year?
Continuing Education Unit (CEU) credits	Describe system for tracking/obtaining CEU credits.
Conduct training registration	Propose various training registration procedures.
Publicize all scheduled presentations	Provide sample publication.
Develop annual training schedule	Propose a one-month sample of the annual schedule for both offices.
Document and evaluate training sessions	Propose evaluation methods; provide a sample summary report.

g. Website Maintenance and Development

Describe how you will develop the training websites and the timeframe for completion. Include a description of the website and provide sample images of what it will look like. Describe your plan for maintaining the two websites outlined in the Detailed Specifications section of this RFP (breastfeeding, training).

2. Cost Proposal Component

The Cost Proposal must be submitted under a separate cover, signed by an authorized agency representative, and sent in a sealed envelope clearly marked “Cost Proposal – Training Services for the BSFP.” Provide all of the information requested within Attachment 8.

Please note that modality unit cost estimates (e.g., per pupil-day, per conference) should incorporate all costs related to the development, coordination, reproduction, and distribution of training materials. To calculate the number of pupil-days for each training, multiply the length of the training (number of days) by the number of trainees (class size).

3. Proposal Procedure and Format

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

All relevant Federal and State laws and regulations must be observed. These include, but are not limited to, statutes pertinent to confidentiality, safety and health standards, equal opportunity in recruitment, salary standards, and protection of human subjects.

Each proposer must submit a complete and comprehensive proposal consisting of separate and distinct Technical and Cost Proposals. Proposers must include 3 signed originals and 6 copies.

The proposal should be submitted using the format outlined below:

a. Technical Proposal

Must be submitted under a separate cover and clearly marked “Technical Proposal – Training Services for the BSFP.”

- 1) Cover Page
(completed and signed – see Attachment 7)
- 2) Executive Summary
- 3) Organizational Qualifications
- 4) Staffing Package
- 5) Training Services
- 6) Administration of Training Programs
- 7) Website Maintenance and Development
- 8) Attachment 3 – NYS Taxation and Finance Contractor Certification Form ST-220-TD
- 9) Attachment 4 – NYS Taxation and Finance Contractor Certification Form ST-220-CA
- 10) Attachment 5 – Vendor Responsibility Attestation

b. Cost Proposal (Attachment 8)

Must be submitted under a separate cover and clearly marked “Cost Proposal – Training Services for the BSFP.”

- 1) Bid Form
(Attachment 1)
- 2) Detailed Cost Proposal for Years 1 and 2
(Attachment 8, Part 2)
- 3) Detailed Cost Proposal for Years 3, 4, and 5
(Attachment 8, Part 3)

4. Method of Award

Your response to each section of this RFP comprises your proposal. The clarity, specificity, thoughtfulness, and completeness of your response will determine how well your proposal scores.

All proposals may be rejected at the discretion of the NYS DOH. The NYS DOH will conduct a comprehensive, fair, and impartial evaluation of each proposal in response to this RFP. Program staff from within the NYS DOH will evaluate Technical and Cost Proposals and all documentation submitted by proposers. At any time during the evaluation, the BSFP may request clarification from any proposer regarding any part of their proposal.

Responses to this RFP will be reviewed by the NYS DOH through the process described below:

a. Proposal Components

All proposals **must** contain two separate sections: a Technical Proposal (75% of the total score) and a Cost Proposal (25% of the total score).

b. Component Score Weight

Each component will be scored with the following weight:

Component/Weight	Section/Weight	Details
Technical Proposal (75%)	Cover Sheet	Name and address of organization, FEIN, contact person, name of person authorized to sign contract for proposer organization, original signature of person authorized to sign contract, identifies training location within 30 miles of the BSFP’s Central Office, identifies training location within the 5 boroughs of NYC
	Executive Summary	Summary of Technical Proposal
	Organizational Qualifications	Familiarity with conducting/managing training initiatives, WIC fluency, unique approaches to training, support materials (e.g., letters of reference, executive summaries of trainings)
	Staffing	Narrative regarding how proposer plans on meeting staffing requirements, organization chart, resumes and/or job descriptions
	Training Services	Evidence of trainings offered, identifying experts, reproduction capabilities, etc.
	Administration	Locations, CEU credits, registration, training schedules, training evaluations
	Website	Maintenance and development
Cost Proposal (25%)		

c. Total Component Combined Score

The scores from the Technical Proposal and Cost Proposal will be used to produce a total score based on the assigned weights for each major section. The scores will be normalized by using the following formulas:

- ❑ The highest scoring Technical Proposal will be awarded 75 points, with the following formula: $X/Y*75$, where X = raw score of technical proposal being scored and Y = the raw technical score of the highest scoring Technical Proposal.
- ❑ The cost component will be normalized using the following formula: $Y/X*25$, where X = the total cost for the proposal being scored and Y = total proposal cost for the lowest priced Cost Proposal.

Section	Maximum Points	Percentage of Total Score
Technical Proposal	25	25%
Cost Proposal	75	75%
Total Combined Score	100	100%

The proposer with the highest Total Combined Score whose proposal meets all project requirements and, in the judgment of the selection committee, reflects the best value will be selected.

E. ADMINISTRATIVE

1. Issuing Agency

This RFP is issued by the NYS DOH. The NYS DOH is responsible for the requirements specified herein and for the evaluation of all proposals.

2. Letter of Interest

A Letter of Interest must be received no later than February 19, 2008, in order to:

- Attend Bidders' Conference;
- Automatically receive copies of addenda to the RFP; and
- Automatically receive copies of questions and answers related to the RFP.

A Letter of Interest with an original signature and two copies must be mailed to:

Maureen Shanahan
Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway, 6th Floor West
Albany, New York 12204-2719

A Letter of Interest must contain the following information (see Attachment 6):

- Name of Organization;
- Address;
- Federal Employer's Identification Number;
- Primary contact person, telephone number and e-mail address;
- Statement of interest to submit a proposal; and
- Brief statement declaring the prospective proposer's eligibility and ability to meet all requirements.

Please note that the Letter of Interest is **not** a requirement to apply for this RFP.

3. Bidders' Library

To review current copies of the documents listed below, proposers must contact the BSFP at least three business days in advance to schedule an appointment from 10:00 a.m. to 3:00 p.m., Monday through Friday.

WIC

- WIC Program Manual
- WIC Program Regulations are available on the Internet at www.fns.usda.gov/wic
- WIC Program Food Card
- Existing WIC Training Center Curricula

VMA

- Current Federal Regulations relating to Vendor Management are available on the Internet at www.fns.usda.gov/wic
- Current New York Code of Rules and Regulations relating to Vendor Management
- Vendor Handbook

CSFP

- CSFP Program Manual
- Current Federal Regulations 7 CFR 247

4. Inquiries

Any questions concerning this solicitation must be in writing and directed to:

Maureen Shanahan
Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway, 6th Floor West
Albany, New York 12204-2719
E-mail: bsfprfp@notes.health.state.ny.us

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the NYS Department of Health's website at <http://www.nyhealth.gov/funding/> by March 28, 2008. Documents can also be obtained via e-mail by writing to the BSFP at the address above. Proposers wishing to receive these documents automatically via mail must submit a Letter of Interest as specified in Section 2 above.

A Pre-Bid Conference will be held on February 25, 2008, at the following address:

New York State Department of Agriculture and Markets
10B Airline Drive
Albany, New York 12205-1004

Please call (518) 402-7093 to register no later than February 19, 2008, unless a Letter of Interest is submitted.

5. Submission of Proposals

Approval of a proposal does not constitute agreement to establish a Training Entity. The execution of a State contract, including approval by the Office of the State Comptroller, is required before the proposal is legally binding.

The NYS DOH will fund all costs that are directly associated with WICSIS. All training materials, curriculum, outlines, slides, handouts, training activities, written publications

and audiovisual products developed in response to, and as part of, this contract shall become the sole property of the State of New York.

Proposers must prepare responses to this RFP electronically and print hard copies for submission; hand-written copies will not be accepted. Responsive proposers will demonstrate optimum quality, cost and efficiency.

The Technical and Cost components **must** be submitted in separate sealed envelopes/packages and placed in a third package. The two sections should be marked as follows: "Technical Proposal – Training Services for the BSFP" and "Cost Proposal – Training Services for the BSFP." Interested vendors should submit 3 originals and 6 signed copies of their proposal no later than 5:00 p.m. on April 18, 2008.

Responses to this solicitation should be clearly marked "Training Services for the BSFP" and directed to:

Maureen Shanahan
Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway, 6th Floor West
Albany, New York 12204-2719

It is the proposers' responsibility to see that proposals are delivered to the above address prior to the date and time of the proposal due date. Late proposals due to delay by the carrier will be rejected.

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

6. The Department's Reserved Rights

The Department Reserves the right to:

- Reject any or all proposals received in response to this RFP.
- Waive or modify minor irregularities in proposals received after prior notification to the proposer.
- Adjust or correct cost or cost figures with the concurrence of proposer if errors exist and can be documented to the satisfaction of NYS DOH and the State Comptroller.
- Negotiate with vendors responding to this RFP within the requirements to serve the best interests of the State.
- Eliminate mandatory requirements unmet by all offerers.
- If the Department of Health is unsuccessful in negotiating a contract with the selected vendor within an acceptable time frame (i.e., 30 days), 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.

7. Payment

The Contractor shall submit invoices and vouchers to the State's designated payment office:

BSFP Training Services Contract Manager
New York State Department of Health
Division of Nutrition
Bureau of Supplemental Food Programs
150 Broadway, 6th Floor West
Riverview Center
Albany, NY 12204-2719

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 as follows:

Payment under this contract will be made on a monthly basis and will be based on the performance of specific tasks. Payment will be based on various performance standards such as the number of trainings offered. Within the parameters of this RFP, specific tasks and performance standards will be identified during the contract development period.

Payment will be made upon the successful performance of each task and upon submission of an itemized standard State Voucher. Payment may be withheld by DOH in the event of late or unsatisfactory performance. In the case where a subcontractor is used to provide services, documentation of payment of the subcontractor must also be submitted prior to payment of the voucher for such services.

8. Term of Contract

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

The contract will be for the period October 1, 2008 – September 30, 2010, subject to the sole option of the State and satisfactory performance and availability of funds. The contract may be extended for three additional one-year terms, at the sole discretion of the BSFP, for a maximum contract period of five years.

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

A rate increase request will be considered at each contract renewal date. The Contractor must state maximum prices for each service in years three, four, and five. In general, the maximum permitted cost increase will be the percentage increase in the Consumer Price Index-Urban Consumers (CPI-U) for the twelve-month period ending two months before

the anniversary date of the contract. The increase will be based on the lesser of the proposal amount or the change in the CPI-U issued by the U.S. Department of Labor and may not exceed five percent. Any increase must have the approval of the Office of the State Comptroller.

The authoritative document in computing the CPI-U shall be the U.S. Department of Labor, Bureau of Labor Statistics, *Summary Data from the Consumer Price Index for All Urban Consumers (CPI-U), New York-Northern New Jersey-Long Island, NY-NJ-CT-PA table*. Base period: 1982-1984 = 100; Series ID – CUURA101SA0.

9. Debriefing

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

10. Vendor Responsibility

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire on-line via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system on-line at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Proposers also must complete and submit the Vendor Responsibility Attestation (Attachment 5).

11. Lobbying Statute

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

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

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

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

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

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

Any Web-based Intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with 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.

13. Information Security Breach and Notification Act

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including and 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.cscis.state.ny.us/security/securitybreach/>

14. New York State Tax Law Section 5-a

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

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

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

F. APPENDICES

The following will be incorporated as appendices into any contract resulting from this RFP. This RFP will be referenced as an appendix of the contract.

- APPENDIX A – Standard Clauses for New York State Contracts
- APPENDIX B – Request for Proposal
- APPENDIX C – Proposal

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

- APPENDIX D – General Specifications
- APPENDIX E – Proof of Workers' Compensation and Disability Benefits Coverage

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

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

- **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
- **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
 - **DB-120.1** – Certificate of Disability Benefits Insurance OR
 - **DB-155** – Certificate of Disability Benefits Self-Insurance
- APPENDIX H – Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

G. ATTACHMENTS

- Attachment 1 – Bid Form
- Attachment 2 – No-Bid Form
- Attachment 3 – NYS Taxation and Finance Contractor Certification Form ST-220-TD
- Attachment 4 – NYS Taxation and Finance Contractor Certification Form ST-220-CA
- Attachment 5 – Vendor Responsibility Attestation
- Attachment 6 – Sample Letter of Interest
- Attachment 7 – Cover Page
- Attachment 8 – Cost Proposal
 - Part 1 – Instructions
 - Part 2 – Detailed Cost Proposal for Years 1 and 2
 - Part 3 – Detailed Cost Proposal for Years 3, 4, and 5
- Attachment 9 – General Definitions
- Attachment 10 – New York State WIC Regions Map
 - Part 1 – WIC Sites by Region
 - Part 2 – WIC Sites in Metropolitan Region
 - Part 3 – WIC Sites in New York City
- Attachment 11 – Historical Training Information
- Attachment 12 – Proposal Checklist
- Attachment 13 – Appendix A Standard Clauses for New York State Contracts
- Attachment 14 – Appendix D General Specifications

ATTACHMENT 1

Bid Form

**NEW YORK STATE
DEPARTMENT OF HEALTH**

BID FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:
Bidder Address:

Bidder Fed ID No:

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

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

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

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

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

No Yes

If yes, please answer the next questions:

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

No Yes

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-CA (for procurements greater than or equal to \$100,000)

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

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

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

ATTACHMENT 2

No-Bid Form

**NEW YORK STATE
DEPARTMENT OF HEALTH**

NO-BID FORM

PROCUREMENT TITLE: _____ FAU # _____

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

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

- Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

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

ATTACHMENT 3

NYS Taxation and Finance Contractor Certification Form - ST-220-TD



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(5/07)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).

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

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?

	Internet access: www.nystax.gov (for information, forms, and publications)	
	Fax-on-demand forms:	1 800 748-3676
	Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.	
	To order forms and publications:	1 800 462-8100
	Sales Tax Information Center:	1 800 698-2909
	From areas outside the U.S. and outside Canada:	(518) 485-6800
	Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):	1 800 634-2110
	Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.	

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

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ___ day of _____, 20 ____

(sign before a notary public)

(title)

ATTACHMENT 4

NYS Taxation and Finance Contractor Certification Form - ST-220-CA



New York State Department of Taxation and Finance

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

ST-220-CA
 (6/06)

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

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

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

(name) (title)

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

(Mark an X in only one box)

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

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

(insert contract number or description)

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public) (title)

Instructions

General information

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

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
COUNTY OF }
SS.:

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?
Internet access: www.nystax.gov
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

ATTACHMENT 5

Vendor Responsibility Attestation

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 10. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT 6

Sample Letter of Interest or Letter to Receive RFP Questions and Answers

Sample Letter of Interest or Letter to Receive RFP Questions and Answers

Ms. Maureen Shanahan
Bureau of Supplemental Food Programs
Division of Nutrition
New York State Department of Health
Riverview Center
150 Broadway – 6th Floor West
Albany, New York 12204-2719

RE: RFP #: *(insert RFP number)*
Training Services for the BSFP

Dear Ms. Shanahan:

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

My organization *(insert name of organization and FEIN)* will provide the services specified in this RFP. *(insert brief statement of eligibility)*. 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 receive any RFP updates and/or modifications as well as answers to submitted questions, the NYS Department of Health requires that this letter be received by the Division of Nutrition, Bureau of Supplemental Food Programs by February 19, 2008.

If you have any questions, please contact *(insert name of contact)*.

Sincerely,

ATTACHMENT 7

Cover Page

Cover Page

Proposal for Training Services for the Bureau of Supplemental Food Programs

PROPOSAL ENTITY: _____
(Name & Address) _____

FEDERAL INTERNAL REVENUE TAX IDENTIFICATION # _____

INDIVIDUAL TO CONTACT REGARDING THIS PROPOSAL:

Name: _____ *Title:* _____
Telephone Number: _____ *E-mail:* _____

PERSON AUTHORIZED TO SIGN A CONTRACT FOR PROPOSER ORGANIZATION

Name: _____ *Title:* _____
Address: _____ *Telephone Number:* _____
_____ *Fax Number:* _____
Signature/Date: _____ *E-mail Address:* _____

TRAINING LOCATIONS (ACTUAL OR ANTICIPATED)

Capital Region Address: _____

Metropolitan Region Address: _____

ATTACHMENT 8

Cost Proposal

Cost Proposal - Part 1 – Instructions

This component must be submitted in a sealed envelope clearly marked “Cost Proposal – Training Services for the BSFP” with the agency name and signed by an authorized representative (3 originals, 6 copies).

The Cost Proposal section consists of the following:

- Detailed Cost Proposal Form for Years 1 and 2
- Detailed Cost Proposal Form for Years 3, 4, and 5

The Cost Proposal estimate provides a basis for cost comparison between proposers. The following quantities and information are presented as examples for cost comparison of the proposals only, and may be modified in the contract.

Cost Proposal - Part 2 – Detailed Cost Proposal for Years 1 and 2

Training Services Entity Name: _____

Contract Period: October 1, 2008 – September 30, 2010

Item	Unit	Estimated Annual Quantity	Unit Cost for Years 1 & 2
Modalities			
Mobile Computer-based Trainings	Per pupil-day	270	
Computer-based Trainings	Per pupil-day	1,530	
Classroom Trainings	Per pupil-day	8,000	
Expert-led Classroom Trainings ⁶	Expert premium per day	140	
Teleconferences/Satellite Video Conferencing	Per conference	4	
Expert-led Conferences ⁶	Expert premium per day	3	
On-site Local Agency Training	Per diem per trainer	20	
Task			
Develop materials	Rate per poster	5	
	Rate per brochure	10	
	Rate per message card	20	
Print, copy or reproduce materials	Rate per 50 posters	25	
	Rate per 50 brochures	50	
	Rate per 100 message cards	100	
Prepare multilingual materials	Rate per page	200	
WICSIS and FANIS testing	Per testing day for each staff member	40	
Website development	Flat rate – one-time fee	1	
Website maintenance	Monthly rate	12	
Consulting services ⁶	Hourly rate	500	

Contract Signatory: _____

Date: _____

⁶ Not to Exceed Rate

Cost Proposal - Part 3 – Detailed Cost Proposal for Years 3, 4, and 5

Training Services Entity Name: _____

Contract Period: October 1, 2010 – September 30, 2013

Item	Unit	Unit Cost for		
		Year 3	Year 4	Year 5
Mobile Computer-based Trainings	Per pupil-day			
Computer-based Trainings	Per pupil-day			
Classroom Trainings	Per pupil-day			
Expert-led Classroom Trainings ⁷	Expert premium per day			
Teleconferences/Satellite Video Conferencing	Per conference			
Expert-led Conferences ⁷	Expert premium per day			
On-site Local Agency Training	Per diem per trainer			
Develop materials	Rate per poster			
	Rate per brochure			
	Rate per message card			
Print, copy or reproduce materials	Rate per 50 posters			
	Rate per 50 brochures			
	Rate per 100 message cards			
Prepare multilingual materials	Rate per page			
WICSIS and FANIS testing	Per testing day for each staff member			
Website development	Flat rate	N/A	N/A	N/A
Website maintenance	Monthly rate			
Consulting services ⁷	Hourly rate			

Contract Signatory: _____

Date: _____

⁷ Not to Exceed Rate

ATTACHMENT 9
General Definitions

General Definitions

Bureau of Information Technology Services (BITS) – A program within the Division of Nutrition responsible for maintaining all automation and technology-related issues.

Competent Professional Authority (CPA) – An individual on staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons of the State agency who are authorized to serve as a competent professional authority: Physicians, Nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics (with emphasis in nutrition)), Dietitians, Registered Dietitians, Physician's Assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.

Commodity Supplemental Food Program (CSFP) – USDA Commodity Supplemental Food Program that provides USDA donated foods to eligible women, infants, children and the elderly at various distribution sites in Queens, Kings, Nassau and Suffolk counties.

Division of Nutrition (DON) – Division of the New York State Department of Health that manages programs designed to improve the nutritional status of New York State residents. It oversees the Bureau of Supplemental Food Programs.

Eat Well Play Hard (EWPH) – New York State Department of Health program designed to prevent childhood obesity and reduce long-term risks for chronic disease through promotion of targeted dietary practices and increased physical activity beginning at age two. Strategies include increased developmentally appropriate physical activity, and the increased consumption of low-fat (1%) or fat-free milk/dairy products, vegetables, and fruits.

Food and Nutrition Information System (FANIS) – The automated system under which CSFP operates.

Local Agency (LA) – Generally used to refer to those agencies providing local WIC services to participants through a contract with the NYS DOH.

New York State Department of Health (NYS DOH) – The State contracting agency.

Nutrition Education – Individual or group education session designed to improve health status, achieve positive changes in dietary habits, and emphasize relationships between nutrition and health, in keeping with participant personal, cultural, and socioeconomic preferences.

Nutrition Risk – Detrimental or abnormal nutritional conditions, detectable by biochemical or anthropometric measurements; other documented nutritionally-related medical conditions; dietary deficiencies that impair or endanger health; or conditions that predispose persons to inadequate nutritional patterns, or nutrition related medical conditions.

Registered Dietitian – An individual accredited by the American Dietetic Association Commission on Dietetic Registration.

Request for Proposals (RFP) – A formal request for proposals used by the NYS DOH.

USDA – United States Department of Agriculture.

VENA – Value Enhanced Nutrition Assessment.

VMA – Vendor Management Agency.

WIC Participant – A pregnant woman, breastfeeding woman, postpartum woman, infant or child, who has been certified by the WIC Program and is receiving supplemental foods or food instruments under the WIC Program. Pregnant, breastfeeding or postpartum women, infants, children or elderly persons certified by and receiving commodities from the CSFP also referred to as participants.

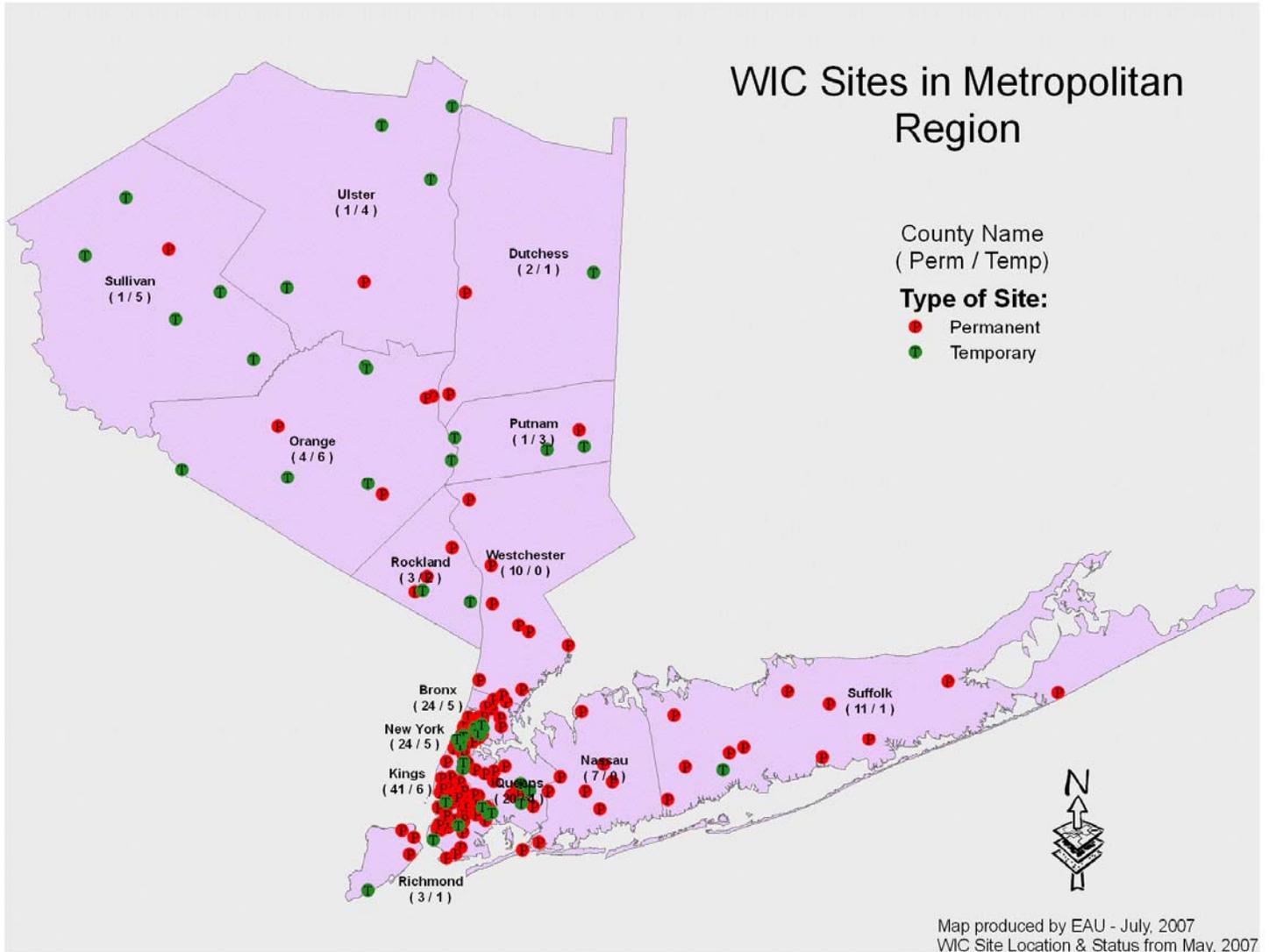
WIC Program – The Special Supplemental Nutrition Program for Women, Infants and Children.

WICSIS – The NYS WIC Program Statewide Information System. The automated system under which the WIC Program operates.

ATTACHMENT 10

New York State WIC Regions Map

New York State WIC Regions Map - Part 2 – WIC Sites in Metropolitan Region



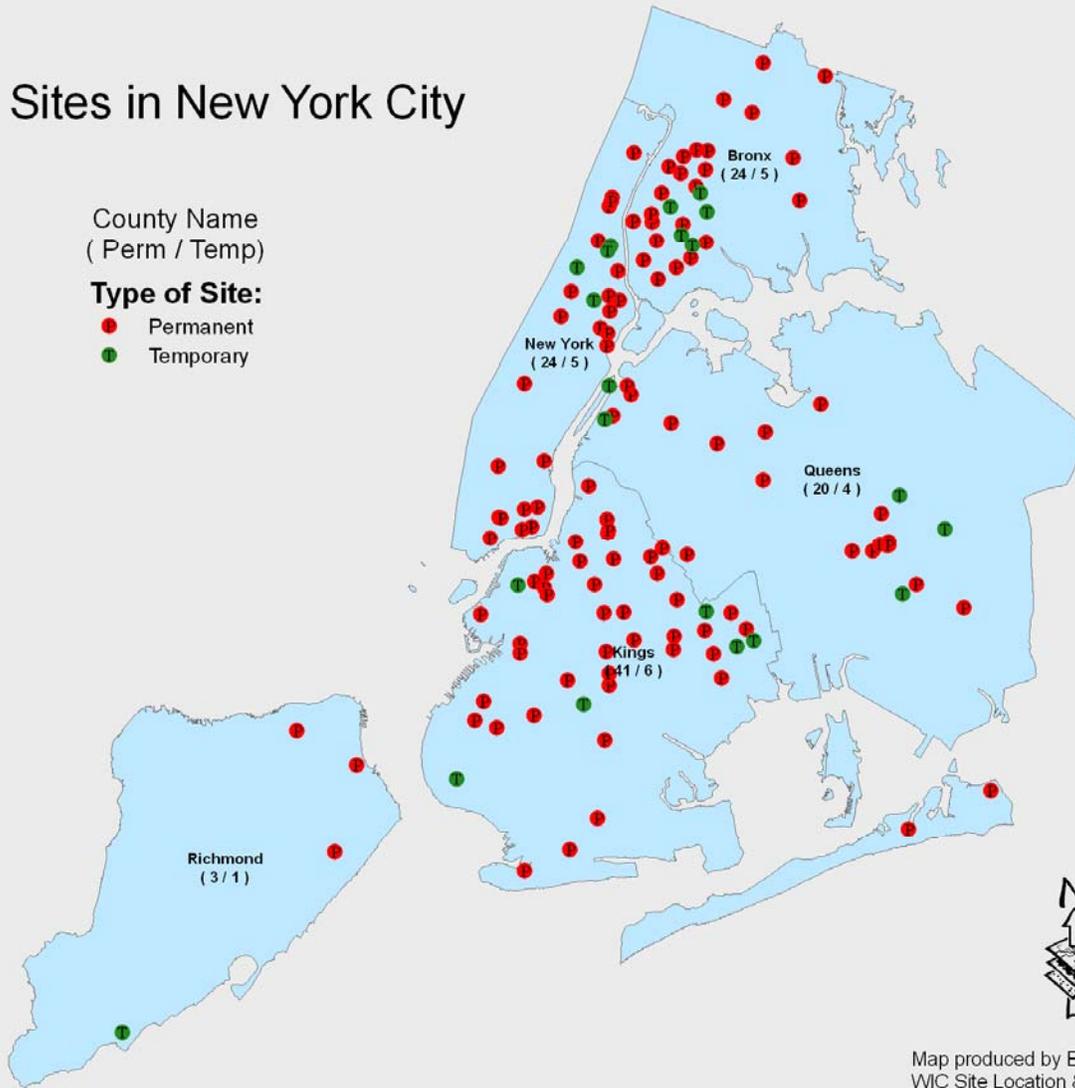
New York State WIC Regions Map - Part 3 – WIC Sites in New York City

WIC Sites in New York City

County Name
(Perm / Temp)

Type of Site:

- Permanent
- Temporary



Map produced by EAU - July, 2007
WIC Site Location & Status from May, 2007

ATTACHMENT 11

Historical Training Information

Historical Training Information

	FFY 2005	FFY 2006	FFY 2007 ⁸
Total Number of Trainings			
Mobile Computer-based Trainings	N/A	N/A	N/A
Computer-based Trainings	14	14	16
Classroom Trainings	18	18	39
Expert-led Classroom Trainings	9	12	7
Teleconferences/Expert-led Conferences/Satellite Video Conferences	2	2	1
On-site Local Agency Training	0	4	0
Total Number of Trainees/Attendees			
Mobile Computer-based Trainings	N/A	N/A	N/A
Computer-based Trainings	130	160	173
Classroom Trainings ⁹	690	818	1408
Teleconferences/Expert-led Conferences/Satellite Video Conferences	768	1,300	700
On-site Local Agency Training	0	30	0
Total Number of Pupil Days			
Mobile Computer-based Trainings	N/A	N/A	N/A
Computer-based Trainings	650	800	865
Classroom Trainings ⁹	2638	1650	2164
Total Number of Training Days			
On-site Local Agency Trainings	N/A	17 Number of trainers: 4	N/A
Expert-Led Classroom Trainings ¹⁰	37	40	15

⁸ Figures in this column represent year-to-date totals

⁹ Includes totals for Expert-Led Classroom trainings.

¹⁰ The actual number of training days utilized for Expert-Led Classroom Trainings.

ATTACHMENT 12
Proposal Checklist

Proposal Checklist

Prior to submission of your proposal, be sure you have completed and included all of the following documentation:

- _____ **Technical Proposal** – (must be placed in a separate envelope and clearly marked “Technical Proposal – Training Services for the BSFP”; *3 originals + 6 copies*)
 - _____ **Section I** – Cover Page (Attachment 7)
 - _____ **Section II** – Executive Summary
 - _____ **Section III** – Organizational Qualifications
 - _____ **Section IV** – Staffing
 - _____ **Section V** – Training Services
 - _____ **Section VI** – Administration of Training Programs
 - _____ **Section VII** – Website Maintenance and Development
 - _____ **Attachment 5** – Vendor Responsibility Attestation
 - _____ **Attachment 3** – NYS Taxation and Finance Contractor Certification Form ST-220-TD
 - _____ **Attachment 4** – NYS Taxation and Finance Contractor Certification Form ST-220-CA
- _____ **Cost Proposal** (Attachment 8) – (must be placed in a separate envelope and clearly marked “Cost Proposal – Training Services for the BSFP”; *3 originals + 6 copies*)
 - _____ **Bid Form** (Attachment 1)
 - _____ **Part 2** – Detailed Cost Proposal Form for Years 1 and 2
 - _____ **Part 3** – Detailed Cost Proposal Form for Years 3, 4, and 5

ATTACHMENT 13

APPENDIX A - Standard Clauses for New York State Contracts

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ATTACHMENT 14

APPENDIX D - General Specifications

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

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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.

VER 12/06

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.

VER 12/06

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.

VER 12/06

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

VER 12/06

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

VER 12/06

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

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

VER 12/06

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

VER 12/06

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.

VER 12/06

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.

VER 12/06

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.