New York State Department of Health
Tobacco Control Program

A Request for Proposal for

RFP No. 0810220413

NYS Tobacco Control Multi-Media Counter-Marketing Campaigns

Schedule of Key Events

Release Date	March 2, 2009
Written questions due	March 13, 2009
Letter of Interest due (not required)	March 13, 2009
Anticipated Response to Written Questions	March 31, 2009
Proposal due date	April 22, 2009
Oral Presentation	On or about May 20, 2009

DESIGNATED CONTACTS:

Pursuant to State Finance Law §§139-j and 139-k, the NYS Department of Health identifies the following designated contact to which 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 NYS also identifies the following allowable contact for communications related to the following subjects:

-Submission of written proposals or bids;
-Submission of Written Questions;
-Debriefings:

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-Negotiation of Contract Terms after Award:

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

Table of Contents

		Page Number
A.	Introduction	4
B.	NY TCP Background	4
C.	Detailed Specifications	9
	1. Scope of Work	9
	2. Eligible Bidders	13
	3. Requests for Supplemental Information	14
	4. Oral Presentations	18
	5. Disclosure of Proposal Contents	14
D.	Proposal Requirements	
	1. General Instructions	14
	2. Technical Proposal Requirements	15
	3. Financial Proposal Requirements	18
	4. Method of Award	19
E.	Administrative Requirements	21
	1. Issuing Agency	21
	2. Inquiries	21
	3. Non-Mandatory Letter of Intent to Bid	21
	4. Submission of Proposals	22
	5. The Department's Reserved Rights	22
	6. Payment and Reporting	23
	7. Term of Contract	23
	8. Debriefing	24
	9. Vendor Responsibility Questionnaire	24
	10. State Consultant Services Reporting	25
	11. Lobbying Statute	25
	12. Accessibility of State Agency Web-based Intranet and Internet Information and Applications	27
	13. Information Security Breach and Notification Act	27
	14. New York State Tax Law Section 5-a	27
F.	Appendices	28
G.	Attachments	29

A. Introduction

The New York State Department of Health Tobacco Control Program (NY TCP) is seeking proposals from vendors to deliver an array of multi-media counter-marketing campaigns.

The successful vendor will develop several multi-media advertising and promotion campaigns to further the NY TCP goals of reducing tobacco use in New York State. These campaigns will motivate tobacco users to stop using tobacco, increase awareness of the dangers of secondhand smoke, promote the New York State Smokers' Quitline, expose tobacco industry propaganda, deglamorize tobacco use, and address other program priorities.

This RFP will not fund contracts for public relations or media buying. The vendor will work closely with NY TCP staff and the Department's media buyer to plan the most effective and cost-effective media buy strategies to reach the target audience.

The three bidders who are within mathematical range of winning will be invited to give an oral presentation. If one of the top scorers is not available or unable to conduct the presentation, they will be disqualified, and an invitation may be offered to the next highest scorer.

B. NY TCP Background

Preventing and reducing tobacco use are the most important public health actions that can be taken to improve the health of New Yorkers. Tobacco use and dependence is the leading preventable cause of morbidity and mortality in New York and in the United States. Cigarette use alone results in an estimated 438,000 deaths each year in the U.S., including 25,500 deaths in New York State. More than half a million New Yorkers currently suffer from serious smoking caused diseases, at a cost of $8.17 billion in health care expenditures annually, including $5.4 billion in the Medicaid program. The list of illnesses caused by tobacco use is long and contains many of the most common causes of death, including heart disease and stroke, many forms of cancer, and lung and vascular diseases.

The NY TCP envisions all New Yorkers living in a tobacco-free society and works aggressively to reduce the morbidity and mortality, and alleviate the social and economic burden caused by tobacco use in New York. This mission is achieved through statewide and community action to change community environments to support the tobacco-free norm and reduce the social acceptability of tobacco use; cessation interventions that promote cessation from tobacco use and increase access to and delivery of tobacco dependence treatment; health communications to decrease the social acceptability of tobacco use and educate community members and decision makers about the hazards and costs of tobacco use and effective strategies to prevent and reduce tobacco use; surveillance and evaluation to monitor program progress and

improve program quality; and statewide coordination to maximize efficient use of resources to accomplish program goals.

The NY TCP is funded annually through a state appropriation of about $80 million and a grant from the federal Centers for Disease Control and Prevention (CDC) of $1.87 million. The NY TCP is part of the National Tobacco Control Program and implements tobacco control strategies consistent with the CDC's *Best Practices for Comprehensive Tobacco Control Programs*, the Surgeon General's report on *Reducing Tobacco Use: A Report of the Surgeon General;* and the Task Force on Community Preventive Services' *Guide to Community Preventive Services: Tobacco Use Prevention and Control*; the National Cancer Institute's *Strategies to Control Tobacco Use in the United States: A blueprint for public health action in the 1990s* and *ASSIST: Shaping the Future of Tobacco Prevention and Control*. The state program was established in 2000 and built on an existing tobacco control infrastructure of state and community programs funded during the 1990s by the National Cancer Institute and the CDC.

The NY TCP seeks to promote cessation of tobacco use, reduce the social acceptability of tobacco use, prevent initiation of tobacco use, address disproportionately high rates of tobacco use by specific population groups, and eliminate exposure to secondhand smoke. The NY TCP uses a multi-pronged strategic approach to reduce tobacco use in the population and seeks to impact the population as a whole through:

> **Statewide and community action** to change the community environment that supports the tobacco-free norm, change community attitudes about tobacco, and de-normalize tobacco use. A key outcome of the NY TCP's community mobilization strategy is the adoption and effective implementation of local and statewide policies that permanently change society's acceptance of tobacco use.
>
> **Public health communication** to increase awareness of the dangers of tobacco use and secondhand smoke and motivate tobacco users to stop; to expose tobacco industry propaganda and de-glamorize tobacco use; and educate community members and decision makers about tobacco control. A key outcome of the NY TCP's health communication strategy is better educated community members and decision makers who will support effective tobacco control policies and take personal action toward a tobacco-free New York.
>
> **Cessation** interventions to establish and maintain community, governmental and health care delivery systems that promote cessation, increase access to and delivery of evidence-based cessation services, and motivate individual tobacco users to quit successfully. Key outcomes of the NY TCP's cessation interventions are provision of guideline concordant tobacco dependence treatment by the health care sector and adoption of policies that motivate smokers and other tobacco users to quit.

The NY TCP is supported by surveillance and evaluation activities to monitor program progress and impact; and by program administration to build and maintain an effective tobacco control infrastructure, provide technical assistance and guidance, and manage

the effective and efficient investment of state tobacco control funding. The NY TCP strives to contribute to the science of tobacco control through surveillance and evaluation of program initiatives and dissemination of program findings.

For additional information on tobacco control, tobacco control in New York and tobacco control media, please visit the following:

- http://www.health.state.ny.us/prevention/tobacco_control/
- http://cancercontrol.cancer.gov/tcrb/monographs/19/index.html
- http://www.cdc.gov/tobacco
- http://www.cdc.gov/tobacco/media_communications/countermarketing/mcrc/index.htm
- http://www.thecommunityguide.org/tobacco
- http://www.tobaccofreekids.org/index.php
- http://www.americanlegacy.org/
- http://www.smokefreemovies.ucsf.edu
- http://www.exposebigtobacco.com
- http://www.nysmokefree.com

1. Who Smokes in New York State

The NY TCP focuses its efforts on the general population, to reduce the social acceptability of tobacco use and increase quitting. However, media campaigns must reach smokers and other tobacco users specifically, and, depending on NY TCP needs, may target specific subgroups of smokers. The population of smokers has changed over time. Based on demographic information, the "average" smoker can be characterized as Non-Hispanic white, male, aged 40-64, living in an urban area, and having an annual household income below $60,000 (fully one-third of smokers have an annual household income below $30,000). Nearly half of smokers have Medicaid or have no health insurance. Smokers are also likely to have a high school education or less. Of the approximately 2.7 million smokers in New York, about one million live in households with children. This subset of smokers has been of particular interest to the NY TCP. While campaigns may be crafted to reach smokers and particular subsets of smokers, overall population level goals should be addressed.

To learn more about who smokes in New York State, see the report, *Who's Smoking in New York?* October 2007 at http://www.nyhealth.gov/prevention/tobacco_control/docs/2007-10_who_is_smoking_in_ny.pdf

2. Role of Public Health Communications in Preventing and Reducing Tobacco Use in NYS

The NY TCP uses various public health communication strategies to advance the program's goals. These include

- Paid media

- Public relations
- Media advocacy

Public health communications include development and paid placement of advertising campaigns for television, radio, print, Internet and other venues, with the goals of educating New Yorkers about the health risks of tobacco use and the dangers of secondhand smoke, motivating tobacco users to stop, and promoting use of the New York State Smokers' Quitline; public relations including earned media and coverage and discussion of tobacco control issues and events in the news media; and strategic use of paid and earned media to advocate for tobacco control policies and practices.

- **Paid media** The NY TCP conducts several media campaigns each year focusing on increasing awareness of the dangers of secondhand smoke and increasing smoke-free homes and cars; motivating smokers to quit by graphically demonstrating the health consequences of smoking and educating smokers how to quit successfully; exposing the manipulative and deceptive marketing practices of the tobacco industry; demanding the removal of smoking and tobacco imagery from youth rated movies; and promoting use of the New York State Smokers' Quitline. Campaigns include advertisements on television, radio, print, Internet, outdoor and other media.

- **Public relations** strategies augment and enhance paid media messages, capture the attention of state and community leaders and decision makers, build support for tobacco control by effectively framing tobacco control issues and keeping tobacco control at the top of state and community public health agendas.

- **Media advocacy** is used to shape the public debate, encourage communities to rethink norms, and educate decision makers in an effort to build support for effective tobacco control action.

These public health communication strategies are used at the state and local levels in support of tobacco control action by the NY TCP and community contractors. Community contracts that include a media component work to coordinate all components of public health communication on the local level.

3. Rationale for Counter-Marketing Related to NY TCP

Counter-marketing is an evidence and population based strategy the NY TCP implements as part of a comprehensive tobacco control program and to help reach its goal of one million fewer smokers by 2010. Media and marketing are evidence based approaches recommended by the *Guide to Community Preventive Services* (Community Guide) and are required components of the *CDC Best Practices for Comprehensive Tobacco Control Programs – 2007.* Effective media campaigns play a large role in preventing smoking initiation, promoting and facilitating cessation, and shaping social norms related to tobacco use.

Research has shown that well designed and targeted multi-media counter-marketing campaigns can

- inform the public of available cessation services;
- motivate smokers' to want to quit and to take action toward quitting;
- educate the public about the tobacco industry's deceptive marketing tactics;
- inform the public about how the tobacco industry designs its products;
- educate the public about the dangers of smoking and secondhand smoke; and
- educate the public about the health benefits of quitting.

Past NY TCP campaigns have been selected or developed based on consumer research conducted under contract with the NY TCP or evaluation information available from organizations that have run the campaigns. The NY TCP has focused on paid media that primarily employed TV creative designed by other state, national or international tobacco control programs. The NYS DOH developed in-house print, radio, outdoor, transit, Internet, and other appropriate media to accompany the TV advertisements.

Research continues to be conducted to better understand the messages, framing and delivery that will most effectively reach adult smokers and motivate them to quit. Currently, NY TCP seeks media that evokes negative emotion (anger, sadness, fear, disgust, loss, etc.) Annual evaluation of the NY TCP media shows that high sensation TV ads that use significant emotional appeals and intense graphic images motivate smokers to try to stop smoking.

The selected vendor will work under the direction of the NY TCP and with its independent evaluation contractor, RTI International, to design, develop and produce original New York State specific statewide tobacco counter-marketing campaigns to advance the NY TCP goals. The selected vendor will also work with the NY TCP funded public relations firm as appropriate to coordinate local efforts with NY TCP community programs. Additionally, the vendor will work with the NYS DOH's contracted media buyer, HN Media and Marketing. The selected vendor will not make media buys.

C. Detailed Specifications

The vendor selected as a result of this solicitation will work under the direction of the NY TCP to successfully design and develop multi-media counter-marketing campaigns to advance the NY TCP goals.

1. Scope of Work

The vendor will use the most current research available on media interventions for smoking cessation and changing social norms regarding tobacco use to design and develop two multi-media counter-marketing campaigns the first year, and four multi-media counter-marketing campaigns each year thereafter. These campaigns will support the NY TCP program goals:

1. Promote cessation from tobacco use.
2. Decrease the social acceptability of tobacco use.
3. Prevent the initiation of tobacco use among youth and young adults.
4. Eliminate exposure to secondhand smoke.
5. Build and maintain an effective tobacco control infrastructure.
6. Contribute to the science of tobacco control.

Each campaign should include at a minimum two TV spots, two radio spots, Internet, and additional media determined to be appropriate for the target audience. NY TCP expects the final combination of media for each campaign to be reflective of the needs identified by the NY TCP during the contract period. The vendor may consider developing brand(s) for the NY TCP.

During the first year, the vendor will create two cessation campaigns. The first campaign should be ready to run the last quarter of the contract year and should educate smokers and dispel smoker misconceptions about nicotine replacement therapies.

The program expects the vendor to deliver campaigns over the five year contract in the following manner:

	Cessation	Secondhand Smoke	Anti-Industry
Year 1	2	0	0
Year 2	2	1	1
Year 3	2	1	1
Year 4	2	1	1
Year 5	2	1	1

Each year, NY TCP will establish benchmarks in terms of the number and quality of campaigns delivered and others against which the media campaigns will be evaluated.

The scope of work for this contract will include but is not limited to:

Deliverable I: Develop an overall multi-media counter-marketing strategy for the NY TCP.

- Develop multi-media campaigns that are appropriate for NY TCP defined target audiences;
- Campaigns developed must consider the socio-economic status, health literacy, age, language, and culturally specifics of the target audience;
- Maintain or recreate the current Quitline brand;
- Rejuvenate marketing pieces (including design, copy and printing), such as brochures, physician Quit Kits and other promotional items that have already been developed;
- Conduct formative research and market analysis to provide information about specific target audiences, market segmentation, and appropriate messages;
- Use the findings of the independent evaluator to improve the effectiveness of future media campaigns;
- Become acquainted with tobacco control campaigns from other tobacco control entities such as the CDC's Media Campaign Resource Center, state or national tobacco control programs to understand their experiences and outcomes;
- Assist NY TCP in developing plans for community contractors to implement complimentary media and activities;
- Design, maintain and monitor a system for substantiating facts used in advertisements, and obtain legal review of finished advertisements prior to submission to NY TCP for final approval;
- Write, develop storyboards, film, edit and produce TV spots;
- Write, record, edit and produce radio spots;
- Create and produce print advertising, including newspaper, periodicals, transit (bus/subway), telephone kiosk and billboard advertising;
- Design and produce all creative for online materials including websites, banners and e-mail campaigns;
- Design, write, and produce appropriate cinema advertising as well as

advertising for arenas;

- Design, write and produce printed materials, including flyers, brochures, posters, and promotional items such as magnets, buttons, T-shirts, caps, mugs, etc. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract. Provide support and distribution services for such items, e.g. through a fulfillment house;

- Negotiate and pay all talent fees for all models and actors associated with production of print, radio, TV, etc. When possible, it is expected that the talent will be bought out for use in New York State at any time and in any market. When possible, a buy-out for all use is preferred;

- Negotiate and pay all talent fees for all media developed or provided by other entities such as the CDC's Media Campaign Resource Center, state or national tobacco control programs (U.S. and International).

- Provide all creative services necessary for production, including typesetting, filming, dubbing, recording, editing and photographic services;

- Provide all production services such as printing for billboards, transit, etc.;

- Complete all the elements of the campaign and provide them on broadcast quality tapes or cassettes for commercials and camera ready art for print. The selected vendor will be responsible for all production costs as well as talent fees; and

- Duplicate and distribute all campaign and other media in a variety of electronic formats (i.e., JPEG, PDF, gif, tif, video streams, etc.) as deemed necessary by NY TCP and as approved in advance by the NY TCP contract manager or contract manager's designee.

Deliverable II: Staffing, Administrative and Communication Plan.

- Provide a clearly articulated comprehensive plan to manage advertising development and production;

- Provide advice, guidance and assistance to the NY TCP on all matters relating to the scope of work;

- Work with the independent evaluator to evaluate the impact of the media campaigns;

- Assign an account representative to serve as a single point of contact to the NY TCP for all services;

- Assign a dedicated, experienced and creative staff acceptable to the NY TCP, whose workload will be consistent with the demands of the NY TCP. The assigned managerial and creative personnel will accurately understand the principles of advertising, writing and graphic design, and consistently provide high quality professional services in a timely manner;

- Receive approval from the NY TCP for each phase in the development of a campaign before moving to the next phase; and

- Provide a plan for regular communication and reporting per page 23, Payment and Reporting Requirements.

Ownership of Materials

The NYS DOH shall be considered the author of all work products created pursuant to the resulting agreement, including all materials and elements, which will become the property of the NYS DOH. To the extent such rights of authorship do not vest in NYS DOH "work made for hire," contractor assigns and transfers to DOH all its right, title and interest in such work product, including but not limited to rights under copyright. NYS DOH shall have the right to register the copyright in its name or the name of its nominee, and shall have the sole and exclusive right throughout the universe in all languages and in perpetuity to exploit all or any part of the work product, and all or any part of any material contained therein or prepared therefore, whether or not used therein, in any format or version, by any means and in any media, whether now known or hereafter developed. Without limiting the foregoing, contractor will waive any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the results and proceeds of its work and services hereunder, including any such rights, or comparable rights, granted by the New York State Arts and Cultural Affairs Law. NYS DOH shall have the right to use the work product in any manner it deems appropriate, including, without limitation, editing, altering and revising it, in whole or in part. Contractor shall execute such further instruments as NYS DOH may request to establish, maintain or protect its rights in and ownership of the work product.

Tobacco Control Program Evaluation

The NYS DOH contracts with an independent evaluator. The vendor selected as a result of this solicitation will provide information as requested and work with the independent evaluator to assess the impact of the media campaigns.

The media campaigns funded as a result of this solicitation will, in part, be informed by the data collected through the Adult Tobacco Survey, Youth Tobacco Survey and other studies that monitor attitudes and behaviors regarding tobacco use. The vendor is expected to utilize the findings from the independent evaluator to develop and improve

campaigns, and to provide information to evaluator as requested for evaluation purposes under the direction of the NY TCP.

Bidders can find NY TCP Independent Evaluation Reports at https://www.health.state.ny.us/prevention/tobacco_control. Information about RTI International, the current evaluator, may be accessed at: http://www.rti.org/.

1. Eligibility Criteria

Vendors can apply for NYS Tobacco Control Multi-Media Counter-Marketing Campaigns RFP#0810220413 and NYS Tobacco Control Multi-Media Research Project RFP# 0810061143. However, no one vendor will be awarded both contracts.

If a vendor submits a proposal in response to both NYS Tobacco Control Multi-Media Counter-Marketing Campaigns RFP#0810220413 and NYS Tobacco Control Multi-Media Research Project RFP# 0810061143 and scores highest for both procurement opportunities, the vendor will choose which of the two contracts it wants to be awarded and will withdraw the proposal submitted in response to the other RFP.

This RFP is open to both for-profit and not-for-profit entities with at least seven years experience developing advertising campaigns and that had at least $100 million in gross billings per calendar years 2004, 2005, 2006 as supported by a signed statement and a signed guaranty that the vendor or its parent corporation, if the vendor is a subsidiary, will perform the obligations of the contract awarded from this RFP.

If awarded a contract, the vendor may strongly consider establishing an office in Albany, New York as the vendor will need to meet with NY TCP staff frequently.

All bidders must include a statement verifying the vendor's "no tobacco" status (Attachment 5). This statement certifies that the bidder does not have any affiliation or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent company.

2. Subcontracting

If any component of this contract is to be subcontracted, the contractor is expected to make clear in their proposal which components of the scope of work will be performed under a subcontract.

3. Requests for Supplemental Information Regarding Proposals

During the evaluation period, bidders may be requested to present supplemental information clarifying their proposal(s). This information must be provided in writing and will be included as a formal part of the bidder's proposal(s).

4. Disclosure of Proposal Contents

To the extent permitted by law, a bidder's proposal(s) will not be disclosed, except for purposes of evaluation, prior to approval by the NYS Office of the Comptroller of the resulting contract. All material submitted becomes the property of the NYS DOH and may be returned at the NYS DOH's discretion. Submitted proposals may be reviewed and evaluated by any person, other than one associated with a competing bidder, designated by the NYS DOH. If a bidder believes that any information in its proposal(s) constitutes a trade secret and wishes such information not to be disclosed if requested by a member of the public pursuant to the State Freedom Of Information Law, Article 6, of the Public Officers Law, the bidder shall submit with its proposal(s) a letter specifically identifying by page number, line or other appropriate designation, that information which is a trade secret and explaining in detail why such information is a trade secret. Failure by a bidder to submit such a letter with its offer identifying trade secrets shall constitute a waiver by the bidder of any rights it may have under Section 89, Subdivision 5, of the Public Officers Law relating to protection of trade secrets.

D. PROPOSAL REQUIREMENTS

1. General Instructions

The result of this RFP will be a contract with a vendor that will design and develop multi-media counter-marketing campaigns to motivate tobacco users to stop, increase awareness of the dangers of secondhand smoke, promote the New York State Smokers' Quitline, expose tobacco industry propaganda, deglamorize tobacco use, and address other program goals.

The three top scorers of the technical and financial proposals combined will be invited to provide oral presentations to the review team(s) of this RFP at the NY TCP's convenience. If one of the top scorers is not available or unable to conduct the presentation, they will be disqualified, and an invitation may be offered to the next highest scorer.

In preparing the proposal, bidders should provide information directly relevant to the vendor's ability to successfully administer the services outlined in the RFP.

Each bidder must submit a separate and distinct technical proposal and financial proposal. The technical and financial proposals must be bound separately. Each proposal must be submitted in a separate, sealed envelope marked "Financial Proposal, RFP # 0810220413" or "Technical Proposal, RFP #0810220413." Both the financial proposal envelope and the technical proposal envelope should be mailed together to the attention of Patricia Bubniak at the address listed on page 22, Submission of Proposals.

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

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

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

Each bidder must submit an unbound original and six copies of a comprehensive technical proposal that addresses all requirements necessary to satisfactorily complete the detailed specifications.

The pages for the technical proposal should be single-spaced; page numbered with one-inch margins and typed using font size 12 or larger. Points will be deducted for proposals not adhering to these guidelines.

2. Technical Proposal Requirements

Bidders should respond to the following information and be organized as specified below.

Section I. Executive Summary Maximum of 2 pages

Summarize all components of the technical proposal and how the scope of work will be met. This section is not scored, but 5 points will be deducted if it is not included.

Section II. Agency Capacity Maximum of 25 pages

In narrative format, the bidders should address the following:

- Describe how the vendor will provide full service capability as outlined in the scope of work and including but not limited to: account service, expertise in formative research and testing, creative staff, market research, production, planning, development, and expertise in advertising and social marketing.
- Describe the bidder's understanding of the tobacco control environment in New York State and the role of media in advance tobacco control in that environment.
- Describe any plans to meet obligations of this RFP through subcontractors, specific subcontractors do not need to be identified at this time, but are subject to NYS DOH approval.
- Clearly describe a logical, achievable plan for organizing, implementing and accomplishing all deliverables. Where appropriate, indicate the process and/or the resources to be used. The plan should include how the bidder will:

    - conduct formative research;

- determine the target audience;
- determine appropriate messages for the target audience;
- determine appropriate media for the target audience;
- develop and produce creative for all media to be used in the campaigns;
- identify the phases of each campaign to be developed;
- pre-test creative concepts and messages;
- seek approval from NY TCP to move to the next phase of development; and
- determine appropriate collateral to be produced.

Section III. Staffing and Agency Personnel Max. of 1 page per employee

- The bidder should provide an organizational chart. The chart may be included in an appendix and does not count toward the number of pages. The chart should indicate the location and anticipated supervisory responsibilities of managers and staff to be assigned to NY TCP account. Indicate vacant staff positions, positions that would be created, and the percentage of time each proposed team member will devote to NY TCP account. Also indicate the primary work location of staff who will be assigned to the NY TCP account. The organizational chart should indicate relationships to a parent company and subsidiaries, if any.

- Bidders should provide resumes of all staff who will be assigned to the NY TCP account. This includes, but not limited to, management, account, creative, research, media, fiscal, administrative staff and any known consultants. New positions that will be created for the NY TCP account should have job descriptions developed and included in this section. Resumes and job descriptions should be included in an appendix and does not count toward the page count. Include staff or proposed consultants that would be responsible for Screen Actor's Guild and American Federation of Television and Radio Artists negotiations. All resumes should include the following:

    - Name, title, current office address.
    - Description of relevant expertise, capabilities and credentials in general market advertising and social marketing, including the number of years. Emphasize any relevant experience in creating, directing, overseeing or managing social marketing or health issues campaigns.
    - Current accounts assigned, size and length of time assigned, and a description of duties including level of responsibility.
    - Assigned accounts and level of responsibility from January 1, 2005 to present.
    - Education.
    - The percentage of staff member's time to be devoted to this contract and their proposed responsibilities on this contract.

Section IV. Advertising Account History No page limit

Client List

Bidders should provide a complete list, using Attachment 6, Client List, of all accounts with gross billings of at least $3 million per year, from January 1, 2006 to present with the following information:

- Client's name.
- Start and end date of contract.
- Status of each account as open or closed.
- For all closed accounts the reason for discontinuation.
- Approximate dollar value of account rounded to nearest million.
- Indicate who in the proposed team for NY TCP account has worked on the accounts listed.
- Indicate for each account where vendor performed extensive formative research and pre-testing and what topic area, such as smoking cessation; what type of client/work, such as for profit, not-for-profit and pro bono; and target population.

References

Using the client list, provide at least three and no more than six references. At least two must be current clients. Include contact name, address and phone number.

Creative Samples

Using examples from the client list provide samples of three complete campaigns completed after January 1, 2006 that demonstrates the vendor's ability to communicate a message and prompt behavior change among low SES target audiences. These campaigns should demonstrate the vendor's ability to develop a strategic, multi-media counter-marketing campaign and ability to produce TV, radio, Internet, print and at least three examples of other media that is deemed appropriate for the target audience. The campaigns should be presented on DVD. The production budgets for the TV spots should be provided, including the first 13-week talent cycle and post-production work. It is preferred that TV ads submitted and presented have a production value of $300,000 or less each.

For each sample campaign, the vendor should provide the marketing objective, target market, creative strategy, evaluation, results and the creative team using Attachment 8, Campaign Samples form. Indicate those individuals proposed to work on this NY TCP project. Use one form for each sample campaign. The bidder should provide six copies of the DVD for review purposes.

Written Cessation Campaign Proposal

Using a narrative format, describe in concise terms a strategic, multi-media counter-marketing campaign that would educate smokers and dispel smoker misconceptions about nicotine replacement therapies (NRT), and educate the smoker about the benefits and appropriate use of NRT. **No cost/budget information can be**

included. For more information about NRT, see http://www.tobaccoprogram.org/pdf/kozlowskietal.pdf

Section V. Campaign Oral Presentation

The top scorers of the technical and financial proposals combined will be invited to provide oral presentations. The purpose of the oral presentation will be to present the details of the proposed cessation campaign provided in the technical proposal; discuss their understanding of tobacco control in New York State; and acquaint NY TCP staff with vendor staff who will be dedicated to this project. The oral presentation is not a means to change the content of a bidder's proposal. The key staff to be assigned to this project should be present at the oral presentation.

The finalists should be prepared to present a detailed marketing plan and timeline for how the proposed cessation campaign would be managed. The bidder cannot speak about the cost/budget of the campaign. The bidder should be prepared with relevant visuals. Additionally, the bidder will need to be prepared to discuss the written answer for the following question:

> Describe the bidder's understanding of the tobacco control environment in New York State and the role of media in advancing tobacco control in that environment.

Presentations will be heard by the review team(s) of this RFP at the NY TCP's convenience. If one of the top scorers is not available or unable to conduct the presentation, they will be disqualified, and an invitation will be offered to the next scorer. These presentations will be in Albany, New York and last up to two hours. The bidders are responsible for all costs associated with preparing the presentations, including travel.

3. Financial Proposal Requirements

Each bidder must submit an unbound original and six copies of a comprehensive financial proposal that addresses all requirements and using the forms provided as attachments.

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

a. Complete the Bid Form(s) in Attachment 3. Bidders should also complete the Cost Proposal in Attachment 4. Each bidder shall use these forms to detail activities, staff assigned, hourly rates and the total project cost for each year of the five-year proposed contract.

b. Each bidder is required to submit evidence of the vendor's ability to maintain cash flow and payroll given no advance payment for the project and the schedule of monthly vouchering for deliverables. Examples of such evidence include the Dunn and Bradstreet Report for the current year for their firm, or the most recent

audit with financial statements or a current vendor Cash Flow Forecast. This should be bound with Attachment 3 and Attachment 4 in the separate Financial Proposal.

c. Provide a signed statement that the vendor had at least $100 million in gross billings per year in calendar years 2004, 2005, 2006. The signed statement should include the actual billings for each calendar year.

1. Method of Award

a. Vendor Selection

At the discretion of NYS, all bids may be rejected at any time. The evaluation of bids will include, but not be limited to, the following considerations:

- Successful completion of the technical and financial proposal;
- Demonstration that the bidder has the capacity to successfully perform the scope of work within the contract;
- Demonstration of the ability to develop advertising campaigns;
- Demonstration that the proposed strategy is appropriate, thorough and well conceived;
- Demonstration of how likely the strategy is to achieve the goals of this RFP;
- Demonstration of an understanding of tobacco control, the NY TCP priorities and requirements of the scope of work; and
- Cost-effectiveness, cost competitiveness, and best value for services as demonstrated in the financial proposal.

The NY TCP shall at all times maintain control and direction over the scope of work being performed under this agreement. The NY TCP reserves the right to change the scope of work and to adjust specific tasks within the work plan to be performed by the contractor.

If full funding does not become available, is reduced, or NY TCP determines that it does not need all of the services described in an approved work plan, the NY TCP reserves the right to request an amended work plan from the contractor for reduced services.

b. Technical Evaluation

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

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

c. Financial Evaluation

A Financial Evaluation team will evaluate each bidder's Financial Proposal. The evaluation will be totally independent of the technical evaluation. The financial evaluator will not see or participate in review of the technical proposal. In evaluating each Financial Proposal, the Financial Evaluation Team will assess the documentation provided by the bidder demonstrating the firm's ability to maintain cash flow and payroll. For those bids meeting the requirements of the Financial Proposal, the Evaluator will score the total project cost.

d. Score

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

Technical Score (maximum 55)
\+ Financial Score (maximum 20)

Score = (maximum 75)

There are three components to the total score for each proposal; a technical score, a financial score, and an oral presentation score. Not all bidders will be invited to make an oral presentation. The bidder that scores highest on the combined technical and financial scores will be invited to make an oral presentation. In addition, all bidders that are mathematically reachable based on the scoring will be invited to make an oral presentation.

The Department of Health will select the winning bidder with the highest Total Combined Score (Technical, Financial and Oral Presentation), whose proposal meets all the project requirements and, in the Committee's judgment, reflects the best value.

Technical Score (maximum 55)
Financial Score (maximum 20)
\+ Oral Presentation (maximum 25)

Score = (maximum 100)

If there is no best value bid that falls within the department's budget, the department reserves the option to return to all bidders and secure a best and final offer. To remain within budget, the department reserves the right to adjust the scope of work.

E. ADMINISTRATIVE

1. Issuing Agency

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

2. Inquiries

All substantive questions should be submitted in writing, via mail, e-mail or fax by the date listed in the Schedule of Events to:

Patricia Bubniak
New York State Department of Health
NYS Tobacco Control Program
Empire State Plaza
Corning Tower, Room 710
Albany, NY 12237-0676
TCP@health.state.ny.us

Fax: 518-486-1684

To the degree possible, each inquiry should cite the RFP section, paragraph, and page number and if applicable, the deliverable to which it refers. Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of a proposal. Answers to all questions will be completed and distributed on or about the date listed in the Schedule of Events to all bidders who submitted a letter of interest to bid. Answers to inquiries are not official until provided in writing by the NYS DOH.

This RFP has been posted on the Department of Health's public website at: http://www.nyhealth.gov/funding/. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's website. Bidders that did not submit a Letter of Interest, but wish to receive these documents via mail, must send a request, in writing, to the NYS DOH at the address above.

3. Non-Mandatory Letter of Interest

All potential bidders are strongly encouraged to send a Letter of Interest to Bid by the date listed in the Schedule of Events to Patricia Bubniak. Although a letter of interest is not a requirement of the RFP, a letter will serve as a foundation for a comprehensive list of bidders so that all listed bidders can receive responses to all questions and other amendments to the RFP. Any and all objections to the requirements in this RFP must be raised and resolved in the question and answer phase. Bidders are instructed not to include any assumptions or

proposed changes to RFP requirements in their proposal. A sample Letter of Interest is included in this RFP (see Attachment 2). A Bidders' Conference will not be held.

4. Submission of Proposals

Bidders must submit one original, signed proposal and 5 copies, before 4:30 PM on the date listed on the Schedule of Key Events. Please do not bind or staple the original. The Technical and Cost components must be packaged in separate, sealed envelopes and marked legibly. These must be packed into a third envelope and sealed and marked accordingly with proper bidder name and address. Proposal packages should be clearly labeled "NYS Tobacco Control Multi-Media Counter-Marketing Campaigns Bid Opening." No proposals will be accepted via fax or e-mail.

It is the bidders' responsibility to see that bids are delivered to Room 710 prior to 4:30 PM on the date indicated in the Schedule of Key Events. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to room 710 will not be considered. Responses to the proposal should be directed to:

Patricia Bubniak
New York State Department of Health
NYS Tobacco Control Program
Corning Tower, Room 710
Albany, NY 12237-0676

1. The Bid Form must be filled out in its entirety.

2. The responsible corporate officer for contract negotiation should be listed. This document should be signed by the responsible corporate officer.

3. All evidence and documentation requested under Section D, Proposal Requirements should be provided at the time the proposal is submitted.

5. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

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

begin contract negotiations with the next qualified vendor(s) in order to serve and realize the best interests of the State.

6. Payment and Reporting

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

Lynn Heffernan
New York State Department of Health
Empire State Plaza
Corning Tower, Room 515
Albany, NY 12237-0676

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:

a. The Contractor represents and agrees to submit all claims for payment in a form satisfactory to the Department and the Comptroller of the State of New York.
b. The Department shall not be liable for the payment of any taxes under the Agreement, however designated, levied or imposed.

The contractor will be required to submit the following periodic reports: monthly written activity reports, monthly budget summaries for the contractor and subcontractors, a monthly summary of earned media, with additional reporting at the discretion of TCP during peak activity periods. The awardee of this contract will develop a management and monitoring plan for keeping TCP apprised of all activities, personnel/subcontractors responsible for activities, and an evaluation of the effectiveness and cost efficiency of these activities.

7. Term of Contract

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

a. The anticipated contract term is for 60 months; it is anticipated to start on or about August 1, 2009 and be in effect through July 31, 2014. The contract term is for five years based on availability of funds and satisfactory performance.
b. The anticipated contract beginning and end dates may change if the DOH makes an award earlier than expected or if the DOH cannot execute the agreement by August 1, 2009 due to unforeseen delays.
c. All proposals should be based on a performance period of a 60-month period as stated above.

d. Should work commence before the contract is approved by the NYS Office of the State Comptroller, the state will consider that work to have been volunteered and shall not reimburse the contractor.
e. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.
f. The Department of Health reserves the right to add to the scope of work of this contract with supporting funding to develop media campaigns related to other public health programs.

8. Debriefing

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

9. Vendor Responsibility Questionnaire

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 online 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 online 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. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 9).

10. State Consultant Services Reporting

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

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

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the

resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

Both of these forms are included as attachments to this document.

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:

a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;

b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;

c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;

d. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;

f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;

g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;

h. modifies the governance of the New York State Commission on Public Integrity

i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;

j. increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from $2,000 to $5,000; and

k. establishes the Advisory Council on Procurement Lobbying.

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

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

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the 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 New York State Commission on Public Integrity.

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 an individual's unencrypted personal

information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: http://www.cscic.state.ny.us/security/securitybreach/

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 a bidder 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 a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

15. M/WBE Utilization Plan for Subcontracting and Purchasing

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 13) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award.

F. APPENDICES

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

- APPENDIX A - Standard Clauses for All New York State Contracts

- APPENDIX B - Request for Proposal

- APPENDIX C - Proposal
  The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.

- APPENDIX D - General Specifications

- APPENDIX E

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

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

    - **CE-200**, 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**:

    - **CE-200**, 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)
  - Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal)

G. Attachments

1. Cover Sheet
2. Sample Letter of Interest
3. Bid Form and No Bid Form
4. Cost Proposal
5. No Tobacco Status
6. Client List
7. Written Case History Form
8. Creative Samples Form

9. Checklist for Proposal Submission
10. Standard Contract Boiler Plate
11. Vendor Responsibility Attestation
12. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
13. State Consultant Services Form B, Contractor's Annual Employment Report
14. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
15. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
16. Minority and/or Women Owned Business Enterprises (M/WBE's) forms

Attachment 1

RFP # 0810220413

COVER SHEET

Name of Bidder *(Legal name as it would appear on a contract)*	
Mailing Address *(Street address, P.O. Box, City, State, ZIP Code)*	
Federal Employee Identification Number:	NYS Charity Registration Number:
Person authorized to act as the contact for this firm in matters regarding this proposal:	
Printed Name *(First, Last)*:	Title:
1. Telephone number:	Fax number:
( )	( )
E-mail:	
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:	
Printed Name *(First, Last)*:	Title:
Telephone number:	Fax number:
( )	( )
E-mail:	
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:	
Printed Name *(First, Last)*:	Title:
Signature of Bidder or Authorized Representative	Date:

Attachment 2

RFP # 0810220413

Sample Letter of Interest

Patricia A. Bubniak
NYS Tobacco Control Program
NYS Department of Health
ESP Corning Tower Room 710
Albany, NY 12237

Re: RFP # _____

Dear Ms. Bubniak:

This letter is to indicate our intent to submit a proposal for the above Request for Proposals (RFP) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFP.

We understand that in order to automatically receive any RFP updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by the NYS Tobacco Control Program by the date stated in the RFP.

Sincerely,

Attachment 3

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

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

No Yes

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

Governmental Entity:_____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

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

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

With Bid	Upon Award	
☐	☐	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.
☐	☐	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to $100,000)
☐	☐	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

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_____

_____
(Officer Signature) (Date)

_____

_____
(Officer Title) (Telephone)

_____
(e-mail Address)

NEW YORK STATE
DEPARTMENT OF HEALTH

NO-BID FORM

PROCUREMENT TITLE: _____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 4
RFP #0810220413
Cost Proposal

Please provide a breakdown of annual costs for each year of the project along with a total cost per year and a total cost of Years 1-5.

Cost Proposal	
Year One Total Project Cost	
Year Two Total Project Cost	
Year Three Total Project Cost	
Year Four Total Project Cost	
Year Five Total Project Cost	
Total Cost Proposal (Years 1-5)	

The hourly rates must be inclusive of all costs including salaries, fringe benefits, administrative costs, overhead, travel, presentation costs and profit (use additional sheets as necessary).

Include the title and composite hourly rate for each staff person that will work on the project.

The total bid price must reflect all costs for the full term of the contract.

Staff Listing (list separately by title)	**Hourly Rate**	**X**	**No. Hours on Project**	**=**	**Total Cost per Staff**

Attachment 5

No Tobacco Status

The organization does not have any affiliation* or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent company. Subcontractors should meet the same requirements as the principal contract holder and be approved by DOH.

* Affiliation:

- being employed by or contracted to any tobacco company, association or any other agents known by you to be acting for tobacco companies or associations;
- receiving honoraria, travel, conference or other financial support from any tobacco company, association or any other agents known by you to be acting for or in service of tobacco companies or associations;
- receiving direct or indirect financial support for research, education or other services from a tobacco company, association or any agent acting for or in service of such companies or associations, and;
- owning a patent or proprietary interest in a technology or process for the consumption of tobacco or other tobacco use related products or initiatives.

Name of Organization: _____

Name: _____

Signature: _____ Date: _____

Attachment 6

New York State Tobacco Control Multi-Media Counter-Marketing Campaigns
RFP # 0810220413

Client List *

	Client Name	Start Date	End Date	Check One		Reason for Discontinuation	Average Annual Budget of Account **	Account Focus Check all that apply					
				Open	Closed			FP	GOV	NP	PB	Topic	Target
1.													
2.													
3.													
4.													

* Use additional sheets as necessary.
** Indicate the approximate size of each account rounded in terms to annual billings. Accounts of $3 million or more should be rounded to the closest $1 million. Accounts less than $1 million should be rounded to the closest $250,000.

KEY:

FP For Profit
GOV Local, state or federal government accounts
NP Non-profit sector accounts
PB Pro bono
Topic Issue/product
Target Target Audience

Attachment 7
New York State Tobacco Control Multi-Media Counter-Marketing Campaigns
RFP #0810220413

Creative Samples

Provide a brief description of each item below.

Campaign Name:	
Objective	
Target Audience	
Creative Strategy	
Evaluation Conducted	
Results	
Creative Team	

Attachment 8

New York State Tobacco Control Multi-Media Counter-Marketing Campaigns
RFP # ------

Creative Samples

Provide a brief description of each item below.

Campaign Name:	
Objective	
Target Audience	
Creative Strategy	
Evaluation Conducted	
Results	
Creative Team	

Attachment 9

RFP #0810220413

Checklist for Proposal Submission

Bidder Name: _____

- □ The Technical Proposal and the Financial Proposal are packaged in separate, sealed marked envelopes.
- □ Signed original plus five (5) additional copies of the Technical and Financial proposals are enclosed.
- □ Statement of no tobacco status
- □ Cover page with specified information
    - o Information on Organization Experience and Capacity and Program Activities as specified in the instructions for completing the technical proposal
    - o Resumes of key staff (which will be considered an appendix)
- □ Cost Proposal includes
    - o Cost Sheet with specified information for each year of the contract.
    - o Completed Bid Form
- □ Vendor Responsibility Attestation
- □ Proof of financial stability in the form of audited financial statements, Dunn and Bradstreet reports, etc.
- □ Evidence of NYS Department of State Registration
- □ Certificate of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents, as applicable.
- □ Form ST-220-CA (NYS Department of Taxation and Finance Contractor Certification)
- □ State Consultant Services Form A

Attachment 10

Contract Boilerplate

MISCELLANEOUS / CONSULTANT SERVICES

STATE AGENCY (Name and Address):

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE:12000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM
FROM:
TO:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMIELY. FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS

FUNDING AMOUNT FOR CONTRACT TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

STATUS:
CONTRACTOR IS ( ) IS NOT ( ) A SECTARIAN ENTITY

CONTRACTOR IS ( ) IS NOT ( ) A NOT-FOR-PROFIT ORGANIZATION

CONTRACTOR IS ( ) IS NOT ( ) A N Y STATE BUSINESS ENTERPRISE

( ) IF MARKED HERE, THIS CONTRACT'S RENEWABLE FOR ___ ADDITIONAL ONE-YEAR PERIOD(S) AT THE SOLE OPTION OF THE STATE AND SUBJECT TO APPROVAL OF THE OFFICE OF THE STATE COMPTROLLER.

BID OPENING DATE:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT
Precedence shall be given to these documents in the order listed below.

X APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.

__ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

__ APPENDIX Q Modification of Standard Department of Health Contract Language

X STATE OF NEW YORK AGREEMENT

X APPENDIX D General Specifications

X APPENDIX B Request For Proposal (RFP)

X APPENDIX C Proposal

X APPENDIX E-1 Proof of Workers' Compensation Coverage

X APPENDIX E-2 Proof of Disability Insurance Coverage

___ APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement

___ APPENDIX __:

___ APPENDIX __:

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

_____	_____
CONTRACTOR	STATE AGENCY
_____	_____
By:_____	By: _____
_____	_____
Printed Name	Printed Name
Title:_____	Title: _____
Date:_____	Date:_____
	State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."
_____	_____

STATE OF NEW YORK)
)SS.:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in

his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
_____	_____
Title:_____	Title:_____
Date: _____	Date:

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

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

(b) PRIVACY NOTIFICATION**.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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APPENDIX D
GENERAL SPECIFICATIONS

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

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

B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.

C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.

D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.

E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

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

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

I. Non-Collusive Bidding

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

a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.

L. Work for Hire Contract
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.

M. Technology Purchases Notification -- The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"

1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.

3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.

4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

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

a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

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

a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and

b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement. .

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

3. Warranty Statement

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

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

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

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

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

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

O. No Subcontracting
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

P. Superintendence by Contractor
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

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

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

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

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

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

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

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

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

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

X. Contract Insurance Requirements

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

    a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

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

b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than $500,000 for damages arising out of damage to or destruction or property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.

i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.

ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

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

benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

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

   Instructions for Certification

   a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

   d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of

those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.

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

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR , its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

6. All subcontracts shall contain provisions specifying:

   a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and

   b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:

   a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and

c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

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

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

Agency Code 12000
APPENDIX X

Contract Number:_____ Contractor:_____

Amendment Number X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

_____ Modifies the contract period at no additional cost
_____ Modifies the contract period at additional cost
_____ Modifies the budget or payment terms
_____ Modifies the work plan or deliverables
_____ Replaces appendix(es) _____ with the attached appendix(es)_____
_____ Adds the attached appendix(es) _____
_____ Other: (describe) _____

This amendment *is*__ *is not*__ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

$ _____ From ___/_____/___ to ____/____/
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

$ _____ From ___/_____/___ to ____/____/

This will result in new contract terms of:

$ _____ From ___/_____/___ to ____/____/

(All years thus far combined) (Initial start date) (Amendment end date)

Page 1 of 2

Signature Page for:

Contract Number:_____ Contractor:_____

Amendment Number: X-_____

_ _ _ _

Attachment 11

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

☐ An on-line Vender 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:_____

Attachments 12 and 13

12) State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term

13) State Consultant Services Form B, Contractor's Annual Employment Report

Instructions
State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

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

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

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

Completing the Reports:

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

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

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

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

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

State Consultant Services

FORM A

OSC Use Only

Reporting Code:
Category Code:
Date Contract Approved:

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

New York State Department of Health — Agency Code 12000
Contractor Name: — Contract Number:

Contract Start Date: / / — Contract End Date: / /

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

Name of person who prepared this report:

Title: — Phone #:

Preparer's signature:
Date Prepared: / /

Page of
(use additional pages if necessary)

State Consultant Services

FORM B

OSC Use Only
Reporting Code:

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

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

Description of Services Being Provided:

Scope of Contract (Chose one that best fits):

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

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

Name of person who prepared this report:
Title: Phone #:

Preparer's signature:
Date Prepared: / / Page of
(use additional pages if necessary)

Attachment 14

N.Y.S Taxation and Finance
Contractor Certification Form ST-220TD

(See Attached PDF File)

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
(6/06)

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 name	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.

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; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

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

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

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

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.

Make only one entry in each section below.

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)*

Schedule A — Listing of each person (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such person exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20__ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

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

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

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

_____
Notary Public

Registration No. _____

Attachment 15

N.Y.S Taxation and Finance
Contractor Certification Form ST-220CA

(See Attached PDF File)

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	ZIP code	
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 }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared_____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

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

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

☐ (If a corporation): _he is the_____

of_____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of_____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

_____
Notary Public

Registration No.
_____

Privacy notification

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

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

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

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

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

Need help?

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

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

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

To order forms and publications: 1 800 462-8100

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

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

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

Attachment 16

New York State Department of Health
M/WBE Procurement Forms

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Form
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. Subcontracting Utilization Form
5 M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

New York State Department of Health

BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title:	**RFP Number**

Description of Plan to Meet M/WBE Goals

PROJECTED M/WBE USAGE

	%	Amount
1. Total Dollar Value of Proposal Bid	**100**	**$**
2. MBE Goal Applied to the Contract		**$**
3. WBE Goal Applied to the Contract		**$**
4. M/WBE Combined Totals		**$**

New York State Department of Health

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$ _____**
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$ _____**
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$ _____**

New York State Department of Health

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$ _____**
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$ _____**
Name **Address** **City, State, ZIP** **Employer I.D.** **Telephone Number** **( ) -**		**$ _____**

New York State Department of Health
SUBCONTRACTING UTILIZATION FORM

Agency Contract:_____
Telephone:_____
Contract Number:_____
Dollar Value:_____
Date Bid:_____ Date Let:_____ Completion Date:_____

Contract Awardee/Recipient:_____
Name

_____
Address

_____
Telephone

Description of Contract/Project Location:
_____

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated:_____ % MBE _____% WBE
Participation Goals Achieved: _____ % MBE _____% WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified

Contractor's Agreement: My firm proposes to use the MBEs listed on this form			
Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
Grant Recipient Affirmative Action Officer Signature (If applicable):			

FOR OFFICE USE ONLY	
Reviewed: By:	Date:
M/WBE Firms Certified:_____	Not Certified:_____
CBO:_____	MCBO:_____

New York State Department of Health

MWBE ONLY

MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal/ Contract Number: _____

Contract Scope of Work: _____

The undersigned intends to perform services or provide material, supplies or equipment as:_____

_____

Name of MWBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

☐ MBE - Subcontractor

☐ WBE - Subcontractor

☐ MBE - Supplier

☐ WBE - Supplier

Joint venture with:

Name: _____

Address: _____

_____

Fed ID Number: _____

MBE ☐

WBE ☐

Are you New York State Certified MWBE? _____Yes _____No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied):
_____

_____

_____

at the following price: $ _____

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

_____ _____
Date Signature of M/WBE Contractor

_____
Printed/Typed Name of M/WBE Contractor

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF INTENT TO PARTICIPATE

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

New York State Department of Health
M/WBE STAFFING PLAN

Check applicable categories: ☐ **Project Staff** ☐ **Consultants** ☐ **Subcontractors**

Contractor Name_____

Address _____

_____

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
STAFF							
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
TOTAL							

_____
(Name and Title)

_____
Date